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RECORDING FEES 299.00

RESTATEMENT AND SECOND AMENDMENT TO THE **DECLARATION OF COVENANTS** AND RESTRICTIONS FOR CITRA HIGHLANDS

THIS RESTATEMENT AND SECOND AMENDMENT TO DECLARATION is made this day of September, 2005, by TRIPLE CROWN HOMES, INC., a Florida corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, TRIPLE CROWN HOMES, INC. is the owner of more than 75% of the platted lots and abrogated road rights of way described on Exhibit "A" of CITRA HIGHLANDS, a subdivision as evidenced by plat thereof recorded in Plat Book "C", Page 24, of the Public Records of Marion County, Florida, and by virtue of an assignment from L.E. Dlouhy recorded in Official Records Book 4155, Page 1340, of the Public Records of Marion County, Florida, the status of Declarant and all the related Class B votes; and WHEREAS, L.E. DLOUHY caused a Declaration of Covenants and Restrictions for CITRA HIGHLANDS to be executed and recorded in Official Records Book 3057, at Page 1527 of the Public Records of Marion County, Florida; and

WHEREAS, L.E. DLOUHY caused a Restatement and First Amendment to the Declarations of Covenants and Restrictions for Citra Highlands to be executed and recorded in Official Records Book 3110 at Page 1553, Public Records of Marion County, Florida: and

WHEREAS, Declarant desires to amend and fully restate the Declaration of Covenants and Restrictions as hereafter provided, and

WHEREAS, Article VII, Section 5 of that Declaration specifically permits such amendment by the Declarant.

NOW, THEREFORE, Declarant hereby restates and declares that the Declaration of Covenants and Restrictions for CITRA HIGHLANDS heretofore described be and the same is hereby amended and fully restated as follows:

CITRA HIGHLANDS DECLARATION OF COVENANTS AND RESTRICTIONS AND ASSOCIATION MEMBERSHIP

THIS AMENDED AND RESTATED DECLARATION of Covenants and Restrictions and Association Membership for CITRA HIGHLANDS is made this $\frac{29}{40}$ day of September, 2005, by TRIPLE CROWN HOMES, INC., (hereinafter referred to as Declarant), as owner under the Warranty Deed recorded in Official Records Book 4136, Page 40, of the Public Records of Marion County, Florida.

WITNESSETH:

- A. The Declarant, is the owner of more than 75% of the real property described on Exhibit "A" attached hereto.
- B. The Declarant desires to subject the Properties to the provisions of this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties; and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

- 1. <u>"Association"</u> shall mean and refer to Citra Highlands Property Owners Association, Inc., a Florida corporation, not for profit, its successors and assigns.
- 2. <u>"Building Lot"</u> shall mean and refer to that part of the Properties as conveyed by the Declarant, or a previous Declarant, in a deed recorded in the Public Records of Marion County, Florida, that qualifies for a building permit pursuant to the vesting order or an amendment thereto from Marion County, Florida.
- 3. "Declarant" shall mean TRIPLE CROWN HOMES, INC., a Florida corporation, and its Successor Declarant. The rights of the Declarant are fully assignable to a Successor Declarant. Assignment of the Declarant's rights shall operate as a general release of the Declarant of all further obligations to the Association, except as the Owner of a Building Lot if such be the case. A deed by the Declarant to a Successor Declarant shall not thereby establish or define a Building Lot.

- 4. <u>"Institutional Mortgage"</u> shall mean a mortgage issued to a mortgagee that is licensed as a lender by the State of Florida, the United States of America, or maintaining deposits insured by the Federal Deposit Insurance Corporation.
- 5. <u>"Platted Lot"</u> shall mean and refer to any Lot or portion thereof shown on the plat of Citra Highlands Subdivision, as recorded in Plat Book C, Page 24, of the Public Records of Marion County, Florida and which Lot is described on Exhibit "A".
- 6. <u>"Owner"</u> shall mean and refer to the record Owner whether one or more persons or entities of any Building Lot which is part of the Properties, but excluding any party holding the title merely as security or the performance of an obligation, and excluding Declarant, unless the context clearly includes Declarant.
- 7. <u>"Properties"</u> shall mean and refer to the lands described on Exhibit "A" attached hereto.
- 8. <u>"Surface Water Management System"</u> shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.
- 9. <u>Incorporated Definitions</u>. All Definitions of Section 720.301, <u>Florida Statutes</u>, are incorporated herein by reference.

ARTICLE II

Association Membership and Voting Rights

- 1. Membership. The record Owner of the fee to a Building Lot that is subject to this Declaration shall be a Member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of any obligation, and the giving of a security interest shall not terminate the Owner's Membership. No Owner, whether one or more persons, shall have more than one Membership per Building Lot. Association Membership shall be appurtenant to, and may not be separated from, ownership of a Building Lot. There shall not be any Membership certificates. Ownership of a Building Lot shall be the sole qualification for Membership in the Association. The rights and privileges of Membership, including the right to vote and to hold office, may be exercised by a Member, but in no event shall there be more than one vote cast for each Building Lot. In the case of a fractional Building Lot, such Building Lot shall be entitled to the same fraction of a vote as the fraction of the Building Lot subject to the Covenants and Restrictions represents as to the whole Building Lot.
- 2. <u>Voting</u>. The Association shall have two classes of Membership, Class "A" and Class "B", as follows:
- (a) <u>Class "A"</u>. Class "A" Members shall be all Owners of a Building Lot with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Building Lot in which they hold the interest required for Membership by Section 1 of this Article. When more than one person holds such interest in any Building Lot, the

one vote for that Building Lot shall be exercised as those Owners themselves determine, and advise the Secretary in writing prior to any meeting. In the absence of such written advice, that Building Lot's vote shall be suspended in the event more than one person seeks to exercise it.

Class "B". Notwithstanding the requirement of Article II, Paragraph 1, (b) that requires that a person own a Building Lot to be a Member of the Association, the holder of the Declarant's rights (this Declarant or the Successor Declarant) shall at all times be a Member of the Association so long as he or his successor own any real property subject to this Restated and Amended Declaration. The Class "B" Member shall be the Declarant or the successor to the Declarant, and no one else. The Class "B" Member shall be entitled to three (3) votes for each Building Lot owned by the Declarant, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership when in his discretion, the Declarant so determines and deeds all its Building Lots to any other person describing the conveyance to it as being one of Building Lots. From and after the happening of this event, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Building Lot in which he holds the interest required for Membership under Section 1 of this Article. The total votes of the Class "A" and Class "B" Members shall be the "Voting Interest" of the Association.

ARTICLE III

Maintenance

- 1. Owner's Responsibility. All maintenance of the Building Lot and any structure or improvements thereon, including landscaping and compliance with this Declaration of Covenants and Restrictions, shall be the responsibility of the Owner.
- 2. <u>Swale Maintenance</u>. The Declarant may construct a Drainage Swale upon some of the Building Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Building Lot from time to time. Each Building Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of swales on the Building Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner of the Building Lot upon which the Drainage Swale is located.
- 3. <u>Association's Responsibility</u>. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which

his is responsible hereunder; then, in that event, the Association, except in the event of an emergency situation, may give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacements deemed necessary. Owner shall have five (5) days from delivery of such written notice within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable of completion within said five (5) day period, to commence said maintenance, repair or replacement and thereafter diligently complete said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a lien against the Building Lot. Nothing contained in this paragraph shall impose a duty upon the Association to provide such maintenance, repair or replacement.

The Association shall be responsible for all maintenance, operation, and repair of all lands owned by it including but not limited to the lands described on Exhibit "B", title to which the Declarant will by separate deed convey to the Association. These lands are intended for the surface water management system of the lands described on Exhibit "A", and such other lands as the Declarant may by written recorded document designate. Maintenance of the surface water management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities

as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE IV

Assessments

- 1. Purpose of Assessments. The Assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits and enjoyment of the Owners and occupants of residences, and maintaining and repairing the common areas including maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.
- 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Building 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) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Building Lot which are established pursuant to the terms of this Declaration. All assessments under Paragraph 2 (a) and (b) shall be equal per Building Lot regardless of the size of a Building Lot. All such assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Building Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees,

shall also be the personal obligation of the person who was the Owner of such Building Lot at the time the assessment fell due. In the case of transfers of title, each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Building Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. In cases of Building Lots where more than one entity constitutes the "Owner", the liability of the entities that constitute the Owner of the Building Lot to the Association shall be joint and several.

- 3. <u>Special Assessments</u>. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty percent (50%) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessment payable in installments over a period of not more than three (3) years.
- 4. <u>Declarant</u>. The Declarant shall be excused from payment of the operating expenses and assessments related to Building Lots owned by him or by a Successor Declarant for all periods prior to January 1, 2012. The Declarant hereby agrees to pay any operating expenses incurred by the Association that exceed the assessments received or due from other Members and any other income sources of the Association.
- 5. <u>Notice of Meeting</u>. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 2 and 3 shall be sent to all Members

not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast over fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Lien for Assessments. All sums assessed against any Building Lot pursuant to Articles III, IV, or VI together with any other sum owed by a Building Lot Owner to the Association, together with interest as provided herein, the Association's attorney fees for the preparation and enforcement of the lien, all attorney fees in civil actions and appeals, and court costs, shall be secured by a lien in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Building Lot except for: (a) Liens of ad valorem taxes; and (b) A lien for all sums unpaid on an Institutional first Mortgage on the Building Lot, any other Mortgage in favor of the holder of an Institutional first Mortgage on the Building Lot, or on any Mortgage to Declarant, that is duly recorded in the public records of Marion County, Florida, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Building Lot after the recording of this Declaration, which liens or encumbrances shall have been recorded in

said records, shall be deemed to consent that such liens or encumbrances shall be inferior to all future liens for Assessments as provided herein.

Effect of Nonpayment of Assessments: Remedies of the Association. Any 7. assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days after the due date shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment not be paid within thirty (30) days after the due date, a lien as herein provided for shall attach, and in addition, the lien shall include the late charge, interest on the principal amount due plus the late charge of fifteen percent (15%) from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided for permitted by law. In the event that the assessment remains unpaid after ninety (90) days after the due date, the Association may institute suit to collect such amounts as the personal liability of each Owner, jointly and severally, or to foreclose its lien. A Building Lot Owner whose assessment remains unpaid after ninety (90) days after the due date shall be suspended until all delinquencies on the Building Lot are paid in full. Each Owner, by his or her acceptance of a Deed to a Building Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such assessment/charges as a personal debt of the Owner, and/or to foreclose the aforesaid lien in the same manner as other liens for the improvements of real Property. Should the Association elect to foreclose its lien, and

should the amount of the assessments/charges including interest, costs, and attorneys fees not be satisfied in full the Association shall be entitled to a deficiency judgment against the Owner. The lien provided for in this Article shall be in favor of the Association. The Association shall have the power to bid on the Building Lot and its improvements at any foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Association property, the Common Areas or by abandonment of the Owner's Building Lot.

ARTICLE V

Architectural and Use Controls

- 1. <u>Use of Building Lots</u>. Building Lots shall be used only as follows:
- A. <u>Single Family Residential Use</u>. All Building Lots shall be used for single family residential purposes only. No business buildings shall be erected on the Building Lots, and no trade, business or profession shall be conducted on any Building Lot. Provided however, the Lots in Blocks 1, 2, 3, 4 and 5 fronting County Road 200A a/k/a Old U.S. Highway 301, may be used for business purposes if properly zoned and if authorized by Marion County's Land Development Regulations. No building erected or used on any Building Lot may exceed two stories in height. Only one primary residential unit shall be constructed on each Building Lot, and each such dwelling unit shall have a minimum living area, excluding garages of 1,400 square feet, porches, storage areas and patios. No Mobile Home or modular homes shall be permitted to be erected upon Building Lots except upon Lots 9 through 50, Block 1, Lots 9 through 29,

Block 2, all of Block 6, Lots 1 through 24, Block 7, all of Block 11, Lots 1 through 24, Block 12, all of Block 16 and Lots 1 through 25, Block 17. All construction/installation on a Building Lot shall be diligently pursued from start to finish. No construction or installation shall be abandoned. Failure to have workmen on the Building Lot during construction or installation for fourteen consecutive calendar days shall presumptively be an abandonment of the work. All two-story residences shall have a minimum first floor living area of 1,000 square feet exclusive of garages and carports. Each single family residence, other than a mobile home, shall be constructed together with a two car garage, no less than 18 feet in width.

- B. <u>Building Code</u>. All buildings, structures or improvements on Building Lots shall be constructed in accordance with the applicable Marion County Building Codes.
 - C. <u>Clotheslines</u>. All clotheslines shall be removed by sundown.
- D. <u>Driveways</u>. Every Building Lot improved with a home or mobile home shall have a driveway from the street to the carport/garage constructed of concrete or pavers only. Asphalt driveways are not permitted except those in existence on the date this Declaration is recorded.
- E. <u>Elevations</u>. No change in the elevation of any Building Lot shall be made which will interfere with or change the drainage to or across any road or other Building Lot or which will interfere with the established natural swales or constructed drainage ditches without the prior approval of the Association. No excavation of any

Building Lot shall be made except as necessary for the construction of a building, structure or other improvement on any Building Lot as approved by the Association.

- F. Fences. All fences or walls shall be six (6) feet or less in height, and no fence or wall shall be erected nearer the front Building Lot line or along side Building Lot lines nearer the front Building Lot line than the front wall of the main building constructed on said Building Lot. No other fences, privacy walls, or similar structures will be erected, placed, or used on any of the properties without the prior written approval of the Association.
- G. Household Garbage and Yard Trash. The Association shall be responsible for selecting a garbage franchisee who will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service. The Association will contract with only one garbage franchisee to service the Property and each Dwelling Unit must use and pay for garbage services provided by the garbage franchisee selected by the Association or must personally transport trash and garbage to a landfill or garbage box. So long as the Association has contracted with a garbage franchisee, no Building Lot Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Building Lot, except for the removal of lawn waste by a tree removal or landscaping service. No Building Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fenced area. On those

days and only on those days when garbage pickup or trash pickup are made at the Building Lot, the Owners shall place their garbage (bagged and tied) on their Building Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Building Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Building Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.

- H. <u>Landscaping</u>. Each Building Lot will be appropriately landscaped. All weeds, underbrush or other unsightly growth shall not be permitted to grow or remain upon any Building Lot, and no refuse pile or unsightly objects shall be allowed to be placed or to remain on any Building Lot.
- I. <u>Mailboxes</u>. Only mailboxes approved by the Association may be installed.
- J. <u>Mobile Homes (Where permitted)</u>. No mobile home may be set up on a Building Lot that was manufactured more than four years prior to the date of the issuance of the Certificate of Occupancy by Marion County for its setup, use and

occupancy on a Building Lot. All mobile homes shall at all times be enclosed (skirted) from the ground to the floor level of the mobile home. All hitches shall be removed or hidden by landscaping. All wheels and axles shall be removed, and all mobile homes shall be tied down to meet Marion County, Florida Building Code specifications. Mobile homes, for purposes of this Declaration of Covenants and Restrictions, are structures. Mobile homes shall have a minimum living area excluding garages, porches and patios, of no less than 850 square feet.

- K. Offensive Activity. No Owner shall cause or allow any guest to cause or carry on any offensive or obnoxious activity on a Building Lot or which may be an annoyance or nuisance to the occupants of other Building Lots.
- L. Parking Areas. No motor vehicles may be parked on any street or road within the Properties or on any portion of any Building Lot except within the parking areas as designated on the site plan approved by the Association. No vehicles other than private passenger automobiles or non-commercial trucks of not more than three-quarter ton capacity shall be parked on a Building Lot. No recreational vehicle, boat, travel trailer or accessory vehicle of any sort shall be parked or stored on a Building Lot, unless same is enclosed within a garage, or other structure approved by the Association. No Owner, tenant, guest or other person shall repair or restore any motor vehicle upon any portion of any Building Lot except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

- M. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot except that dogs, cats and other animals generally recognized as household pets may be kept on Building Lots, or in residences subject to rules and regulations (including regulations as to number and size of animals) adopted by the Association, through its Board of Directors. All animals permitted to be maintained on a Building Lot shall be contained by the Building Lot Owner on the Building Lot, and shall be permitted in dedicated right of ways or common areas only when on a leash and in the company of the animal owner or other designated supervisor.
 - N. <u>Pools</u>. No above ground pools are permitted.
- O. <u>Setbacks</u>. No part of any building shall be constructed nearer the front Building Lot line than 25 feet, nor the side Building Lot lines than 8 feet; nor nearer the rear Building Lot line than 15 feet. These setbacks shall apply to all building areas, whether main building, garage or storage areas and including other structures such as swimming pools, and driveways. On corner Building Lots no part of the front of the residence building shall be less than 25 feet from the Building Lot line which it faces, nor shall the side of the residence be less than 15 feet from the Building Lot line on the intersecting street.
 - P. <u>Sheds or Out Buildings</u>. No sheds or out buildings shall be permitted.
- Q. <u>Signs</u>. No signs of any kind shall be displayed on any Building Lot without the prior written consent of the Association, except customary name and address signs of not larger than five (5) square feet, and one small "For Sale" sign of the

variety commonly used by Real Estate Brokers on residential lots. Notwithstanding the foregoing, Declarant shall be entitled to erect such signs as it deems necessary in the sole discretion to promote the subdivision.

- R. <u>Subdivision of Building Lot</u>. No Building Lot as defined herein shall be reduced, except that Owners of Building Lots contiguous to a Building Lot may divide ownership of the intervening Building Lot between themselves. Association Membership, obligations, and voting rights as to such divided Building Lot shall be allocated among the Owners of the contiguous Building Lots in proportion to the square footage of the divided Building Lot each contiguous Owner acquires. Setback lines shall be adjusted to the division line of the divided Building Lot.
- S. <u>Temporary Structures</u>. No structure of a temporary character, trailer, mobile home, tent, shack, vehicle or other outbuilding shall be erected, placed or used on any Building Lot at any time; provided that, during construction of the main structure on a Building Lot, such facilities as the Association's finds, may be reasonably required, convenient or incidental to the construction may with the Association's consent be placed temporarily thereon.
- T. Trash and Rubbish. No Building Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash containers, pumps, fuel oil tanks and other storage tanks shall be walled in by a wood fence, screen, shrubbery, or placed in underground receptacles to conceal them from view of neighboring Building Lots or streets. All enclosures of this nature must be clean, sanitary and approved by the Association. No Building Lot shall be used for the deposit or

storage of building materials except as necessary during construction of a permitted building, structure or improvement. All Building Lots shall be moved regularly.

- U. <u>Wells</u>. No wells of any kind (potable, irrigation, or others) may be dug/drilled or installed on the lands or to serve the lands described on Exhibit "A". All structures shall be serviced by the public water supply, if available at the Building Lot line.
- V. <u>Vehicles</u>. All vehicles must be legally registered to the owner and display current license plates unless they are stored within a completely enclosed garage.

ARCHITECTURAL REVIEW BOARD

- 2. A. Composition of Architectural Review Board The Declarant, acting in its own name, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the Association. At such time Declarant in its sole and absolute discretion transfers such authority to the Association, the Association shall create a committee which shall thenceforth be and constitute the ARB.
- B. <u>Scope of Review.</u> No buildings, fence, wall outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ARB provided, however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Section. Nothing contained herein

shall require that the ARB approve improvements of the interior structures which improvements are not visible or apparent from the exterior of the structure.

C. <u>Submission of Plans</u>. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ARB a complete set of plans and specifications of the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, specifications of materials and exterior colors, and any other information deemed necessary by the ARB for the performance of its function. In addition the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date.

D. <u>Plan Review.</u> Upon receipt by the ARB of all of the information required by this Section, the ARB shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property (iv) the individual or company intended to perform the work is acceptable to the ARB; and (v) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of

the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

E. <u>Contingent Approval.</u> In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

F. Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Section to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

G. Immunity of ARB Members. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice.

H. Address for Notice. Requests for approval or correspondence with the ARB shall be addressed to the attention of the "CITRA HIGHLANDS ARB", c/o John Plunkett, 1740 E. Silver Springs Boulevard, Ocala, Florida 34470 and mailed or delivered to the principal office of the Declarant at that address, or such other address as may be designated from time to time by the ARB and the Declarant. No correspondence or

request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

- I. <u>Variances.</u> The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any variance granted for the use restriction set forth in Article 2 must, before becoming effective, be approved by a two-thirds (2/3) vote of the Membership of the Association. Such variances must be evidenced in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.
- J. Attorneys Fees and Costs. For all purposes necessary to enforce or construe this Article the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice

thereof, the Declarant may levy a special assessment in the amount of said fees, costs, and expenses against such Owner which special assessment shall constitute a lien on the Owner's Lot pursuant to Section 6.1 and shall be collectible as set forth in this Declaration.

- 3. <u>Variances</u>. The absolute right and discretion is hereby reserved to both the Declarant and to the Association to grant variances from the obligations contained in these restrictions in cases where not to grant such variance would create hardship, or where such variances would be in keeping with the spirit and intent of these covenants and restrictions, and would be such as to not substantially adversely affect any Owners of neighboring lands.
- 4. Association Access to Building Lots. In the event the Owner fails to do so, the Association reserves the right to enter upon said Building Lot and care for same by removing rubbish and cutting grass and to assess against the Owner a reasonable charge for same.
- 5. Easements. An easement for the installation and maintenance of utilities and drainage facilities is reserved 5 feet wide measured perpendicular to the Building Lot line along said Building Lot side lines, and 10 feet wide measured perpendicular to the Building Lot line along rear and front Building Lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, interfere with or change the direction of flow of drainage channels in the easements. These easements are part of the Association's Surface Water Management System. The Association shall

have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the Surface Water Management System. By this easement, the Association shall have the right to enter upon any portion of any Building Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District. The term "surface water" as used herein includes "stormwater".

The easement area of each Building Lot and all improvements on it shall be maintained continuously by the Owner of the Building Lot, except for those improvements for which a public authority or utility company is responsible.

Nothing shall be placed on any part of a Building Lot reserved for the stormwater management system or on easements for private or public utilities which shall interfere with the construction use or maintenance of said utilities or stormwater management system. In the event any structure or vegetation interferes with the construction, maintenance or repair of any part of the stormwater management system or utility installation or easement, the same may be removed by the utility company or

the Association. The cost of removal of such structure or vegetation shall be reimbursed by the Building Lot Owner to the Association or utility company.

ARTICLE VI

Rights and Obligations of the Association

- establish reasonable Rules and Regulations concerning the use of a Building Lot. Copies of such Rules and Regulations, and amendments thereto, shall be furnished by the Association to all Owners prior to the Rules and Regulations' effective date. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests and invitees and agents, until and unless such Rule and Regulation is specifically overruled, canceled or modified in a regular or special meeting by the vote of Class "A" Members holding a majority of the total votes in the Association and by a vote of the Class "B" Member so long as such Membership shall exist. The Board shall have the authority to impose fines and other sanctions. Monetary fines shall be secured by a lien in favor of the Association, and may be collected by an action at law or by a lien foreclosure as provided in Article IV.
- 2. <u>Services</u>. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with whom it contracts. The Association may obtain and pay for

legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

3. <u>Implied Rights</u>. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

General Provisions

1. Enforcement. Each Owner shall comply strictly with the By-Laws and the Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the Covenants and Restrictions set forth in this Declaration, or in the Deed to his or her Building Lot. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article IV hereof. Failure to comply with any of the same shall be the basis of an action to recover sums due, for damages suffered, and/or injunctive relief, maintainable by the Board of Directors on behalf of the Association, or, in the proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an enforcement action shall be entitled to recover its reasonable attorney's fees.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants

and Restrictions which relate to the maintenance, operation and repair of the Surface Water or stormwater Management System.

- 2. <u>Severability</u>. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 3. Term. The term of these Covenants and Restrictions shall be 30 years from the date of recording the same in the Public Records of Marion County, Florida. The same shall be automatically renewed for successive 10 year periods unless by the affirmative vote of seventy-five percent (75%) of the Class "A" votes an amendment is adopted and recorded in the Public Records of Marion County, Florida terminating these Covenants and Restrictions, prior to the beginning of any such 10 year term.
- 4. <u>Notice of Sale or Lease</u>. In the event an Owner sells or leases the Owner's property, the Owner shall give to the Association a written notice of the name and address and telephone number of the purchaser or lessee of the Property.
- 5. Amendment. So long as there are Class "B" votes, the Declarant reserves the right to amend this Declaration to clarify the same, to delete or add provisions, or to accommodate the interests and purpose of the Declarant or to cure any ambiguity or inconsistency in or between the provisions. Thereafter, the Covenants and Restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Class "A" votes. No amendment shall be effective until it is recorded in the Public Records of Marion County, Florida. All amendments shall conform to the general purpose and requirements set forth in this Declaration.

Any amendment to the Covenants and Restrictions which alter any provision relating to the Surface Water or stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

6. Indemnification. The Association shall indemnify each officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, and misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or any former officer or director, may be entitled. The Association shall, as a common expense, maintain

adequate general liability and officers' and directors' liability insurance to fund this obligation.

Severability. Invalidation of any one of these Covenants or Restrictions by 7. judgment or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

Except as set forth herein the Declaration of Covenants and Restrictions of CITRA HIGHLANDS as originally recorded are ratified and confirmed.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Restatement and First Amendment to the Declaration of Covenants and Restrictions this 29%day of September, 2005.

Signed, Sealed, and Delivered In our presence:

DECLARANT:

isa A. Miller

TRIPLE CROWN HOMES, INC. A Florida Corporat

John Plunkett, its President

STATE OF FLORIDA COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2^{900} day of September, 2005, by John Plunkett, President of Triple Crown Homes, Inc., a Florida corporation. Such person: (notary must check applicable box)

Ø is personally known to me.

produced a current Florida Driver's License as identification.

produced as identification.

Wotary Public

State of Florida, at Large My commission expires:

Jackie Langhoff MY COMMISSION # DD154546 EXPIRES December 19, 2006 BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

RESTRICTIVE COVENANTS LEGAL DESCRIPTION OF LANDS IN CITRA HIGHLANDS SUBDIVISION

LOTS 1 THROUGH 8 OF BLOCK 1 OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 8 OF BLOCK 2, AND LOTS 30 THROUGH 50 OF BLOCK 2, AND THAT PART OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 18TH COURT (LYNNWOOD ROAD) LYING BETWEEN LOT 48 OF BLOCK 7 AND LOT 30 OF BLOCK 2 OF CITRA HIGHLANDS SUBDIVISION, AND THE EAST 85.00 FEET OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 161ST PLACE (CITRUS STREET) LYING BETWEEN LOT 1 OF BLOCK 2 AND LOT 8 OF BLOCK 3 OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 50 OF BLOCK 3, AND THAT PART OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 18TH COURT (LYNNWOOD ROAD) LYING BETWEEN BLOCK 8 AND BLOCK 3 ALL OF CITRA HIGHLANDS SUBDIVISION.

LOTS 9 THROUGH 50 OF BLOCK 4, AND THAT PART OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 18TH COURT (LYNNWOOD ROAD) LYING BETWEEN BLOCK 4 AND BLOCK 9 ALL OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 50 OF BLOCK 5 AND THAT PART OF NE 160TH STREET (A 25 FOOT WIDE ALLEY) LYING WITHIN THE PLAT OF CITRA HIGHLANDS SUBDIVISION ALONG THE SOUTHERLY BOUNDARY OF CITRA HIGHLANDS SUBDIVISION AND LYING BETWEEN THE EAST RIGHT-OF-WAY LINE OF NE 14TH AVENUE AND THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200-A (OLD HIGHWAY 301) EXCEPT:

- FIRST EXCEPTION: THE PORTION THEREOF LYING SOUTH OF THE 25 FOOT WIDE ALLEY BETWEEN THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 5 AND THE SOUTHEAST CORNER OF LOT 50 OF BLOCK 5 OF CITRA HIGHLANDS SUBDIVISION, THE EASTERLY BOUNDARY OF WHICH EXCEPTION IS AN EXTENSION OF THE WESTERLY BOUNDARY OF LOT 1 OF BLOCK 5 TO THE SOUTH BOUNDARY OF THE PLAT OF CITRA HIGHLANDS SUBDIVISION, THE WESTERLY BOUNDARY OF WHICH EXCEPTION IS AN EXTENSION OF THE EASTERLY BOUNDARY OF LOT 50 OF BLOCK 5 TO THE SOUTH BOUNDARY OF THE PLAT OF CITRA HIGHLANDS SUBDIVISION, THE SOUTHERLY BOUNDARY OF THE EXCEPTION IS THE SOUTH BOUNDARY OF CITRA HIGHLANDS SUBDIVISION AND THE NORTH BOUNDARY IS A LINE THAT CONNECTS THE SOUTHWEST CORNER OF LOT 50 OF BLOCK 5 AND THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 5 OF CITRA HIGHLANDS SUBDIVISION; AND
- SECOND EXCEPTION: THE PORTION THEREOF LYING SOUTH OF HIGHLAND B) ROAD (THE 50 FOOT WIDE ROAD) BETWEEN THE SOUTHEAST CORNER OF LOT

46 OF BLOCK 15 AND THE SOUTHWEST CORNER OF LOT 25 OF BLOCK 10 OF CITRA HIGHLANDS SUBDIVISION, THE EASTERLY BOUNDARY OF WHICH EXCEPTION IS AN EXTENSION OF THE WESTERLY BOUNDARY OF LOT 25 OF BLOCK 10 TO THE SOUTH BOUNDARY OF THE PLAT OF CITRA HIGHLANDS SUBDIVISION, THE WESTERLY BOUNDARY OF WHICH EXCEPTION IS AN EXTENSION OF THE EASTERLY BOUNDARY OF LOT 46 OF BLOCK 15 OF CITRA HIGHLANDS SUBDIVISION TO THE SOUTH BOUNDARY OF THE PLAT OF CITRA HIGHLANDS SUBDIVISION, THE SOUTHERLY BOUNDARY IS THE SOUTH BOUNDARY OF CITRA HIGHLANDS SUBDIVISION AND THE NORTH BOUNDARY IS A LINE THAT CONNECTS THE SOUTHWEST CORNER OF LOT 48 OF BLOCK 15 AND THE SOUTHWEST CORNER OF LOT 25 OF BLOCK 10 OF CITRA HIGHLANDS SUBDIVISION; AND

THIRD EXCEPTION: THE PORTION THEREOF LYING IN THE PLAT OF CITRA HIGHLANDS CI SUBDIVISION AND SOUTH OF THE EAST 1/2 OF LOT 25 AND LOTS 26 THROUGH 33 AND THE WEST 3/4 OF LOT 35 OF BLOCK 15 OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 24 OF BLOCK 6 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 25 THROUGH 27 AND LOTS 31 THROUGH 48 OF BLOCK 7 OF CITRA HIGHLANDS SUBDIVISION:

LOTS 1 THROUGH 48 OF BLOCK 8 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 1 THROUGH 48 OF BLOCK 9 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 1 THROUGH 48 OF BLOCK 10 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 4 THROUGH 24 OF BLOCK 11 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 25 THROUGH 48 OF BLOCK 12 OF CITRA HIGHLANDS SUBDIVISION, AND THAT PART OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 15TH COURT (MARION ROAD) LYING BETWEEN LOT 50 OF BLOCK 17 AND LOT 25 OF BLOCK 12 ALL OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 17, THE EAST ½ OF LOT 18, THE EAST ½ OF LOT 31, AND LOTS 32 THROUGH 48 OF BLOCK 13 ALL OF CITRA HIGHLANDS SUBDIVISION;

LOTS 1 THROUGH 22 AND LOTS 25 THROUGH 48 OF BLOCK 14 OF CITRA HIGHLANDS SUBDIVISION; AND THAT PART OF THE 50 FOOT WIDE RIGHT-OF-WAY OF NE 15TH COURT (MARION ROAD) LYING BETWEEN LOT 50 OF BLOCK 19 AND LOT 25 OF BLOCK 14 ALL OF CITRA HIGHLANDS SUBDIVISION.

LOTS 1 THROUGH 18, THE EAST ½ OF LOT 19, THE WEST ½ OF LOT 20, LOTS 21

THROUGH 24, THE WEST ½ OF LOT 25, THE EAST ½ OF LOT 34, THE EAST 1/4 OF LOT 35, AND LOTS 36 THROUGH 48 ALL OF BLOCK 15 OF CITRA HIGHLANDS SUBDIVISION; AND THAT PART OF NE 15TH COURT, A 50 FOOT WIDE RIGHT OF WAY (MARION ROAD) LYING BETWEEN BLOCK 20 AND BLOCK 15 OF CITRA HIGHLANDS SUBDIVISION.

LOTS 8 THROUGH 14, AND THE EAST ½ OF LOT 15 OF BLOCK 16 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 26 THROUGH 50 OF BLOCK 17 OF CITRA HIGHLANDS SUBDIVISION;

THE WEST ½ OF LOT 3, LOTS 4 THROUGH 17, AND LOTS 37 THROUGH 44 OF BLOCK 18 OF CITRA HIGHLANDS SUBDIVISION;

LOTS 9 THROUGH 16 AND LOTS 26 THROUGH 50 OF BLOCK 19 OF CITRA HIGHLANDS SUBDIVISION; AND

LOTS 1 THROUGH 50 OF BLOCK 20 OF CITRA HIGHLANDS SUBDIVISION.

THE FOREGOING ALL BEING IN THE SUBDIVISION OF CITRA HIGHLANDS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK C, PAGE 24, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

EXHIBIT "B"

Lots and parcels of abrogated rights-of-way, all being part of Citra Highlands, a Subdivision recorded in Plat Book C, Page 24, of the Public Records of Marion County, Florida:

Parcel 1

Lots 9 through 29 of Block 1 of Citra Highlands Subdivision, and that portion of NE 162nd Place lying North of Lots 9 through 29 of Block 1 of Citra Highlands Subdivision, and that part of NE 15th Court, A 50 foot wide right of way (Lynnwood Road) lying between Lot 29, Block 1 and Lot 1, Block 6 of Citra Highlands Subdivision, and the portion of the NE 162nd Place which lies within the Plat of Citra Highlands Subdivision, and is between the northerly extensions of the East and West right of way of Lynnwood Road to the North boundary of the plat of Citra Highlands Subdivision, said Westerly boundary being a Northerly extension of the Easterly boundary of Lot 27, Block 6 of Citra Highlands Subdivision, to the Northerly boundary of the Plat of Citra Highlands Subdivision and the Easterly boundary thereof being a Northerly extension of the Westerly boundary of Lot 29, Block 1 of Citra Highlands Subdivision to the Northerly boundary of the plat of Citra Highlands Subdivision the Northerly boundary being the North boundary of the Plat of Citra Highlands Subdivision and the South boundary being a line formed by connecting the Northeast corner of Lot 1 of Block 6 and the Northwest corner of Lot 30 of Block 1 of Citra Highlands Subdivision.

Parcel 2

Lots 1 though 8 of Block 4 of Citra Highlands Subdivision and the 25 foot wide alley lying between the westerly side of Lots 1 through 8 of Block 4 and the East side of Lots 9 and 50 of Block 4 of Citra Highlands Subdivision.

Parcel 3

West 1/2 of Lot 18, Lots 19 through 30, and the East 1/2 of Lot 31 of Block 13 of Citra Highlands Subdivision, and that part of Northeast 15th Court, a 50 foot wide Right of Way (Marion Road) lying between Block 13 and Block 18 of Citra Highlands Subdivision and Lots 1 and 2, the East 11 feet of Lot 3, and Lots 45 through 50 of Block 18 of Citra Highlands Subdivision.

Parcel 4

Lots 23 and 24 of Block 14 of Citra Highlands Subdivision, and Lots 1 through 8 of Block 19 of Citra Highlands Subdivision, and that part of the 50 foot wide

Right-of-Way of Northeast 15th Court (Marion Road) lying between Lot 24 of Block 14 and Lot 1 of Block 19 of Citra Highlands Subdivision.

Parcel 5

West 1/2 of Lot 19, the East 1/2 of Lot 20, the East 1/2 of Lot 25 and Lots 26 through 33 and the West 3/4 of Lot 35 of Block 15 of Citra Highlands Subdivision; and that portion of Northeast 160th Street lying south of the East 1/2 of Lot 25 and Lots 26 through 33 and the West 3/4 of Lot 35 of Block 15 of Citra Highlands Subdivision.

Parcel 6

West 1/2 of Lot 15, and Lots 16 through 22 of Block 16 of Citra Highlands Subdivision.