

SECOND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
"SOUTHERN PINES - UNIT I" and "SOUTHERN PINES - UNIT II"

THIS RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SOUTHERN PINES - UNIT I and UNIT II (hereinafter referred to as the "Declaration") is made this 11th day of June, 2015, by **HABITAT FOR HUMANITY OF CITRUS COUNTY, INC.**, a Florida Corporation, its successors and assigns (hereinafter the "Successor Declarant").

WHEREAS, Successor Declarant is the new owner in fee simple of all the real property described on Exhibits "A" & "B" attached hereto and incorporated herein by reference, with the exception of Lots 1, 4, 5, and 8 in UNIT I, pursuant to a purchase of the Property from **NEW HORIZON FUNDING, INC.**, (hereinafter the "Former Declarant") consisting collectively of 30 single family lots in the residential community known as SOUTHERN PINES UNIT I & UNIT II (hereinafter the "Property"); and

WHEREAS, the first phase of SOUTHERN PINES (hereinafter "SOUTHERN PINES - UNIT I"), consists of 8 single family residential lots described numerically on the Plat as Lots 1 through 8 respectfully; and

WHEREAS, the second phase of SOUTHERN PINES (hereinafter "SOUTHERN PINES - UNIT II"), consists of 27 single family residential lots described numerically on the Plat as Lots 1 through 27 respectfully; and

WHEREAS, the Former Declarant retained ownership of Lot 1, in Unit I, specifically for the purpose of utilizing said Lot to access an adjoining 10 acre parcel of land owned by Former Declarant which otherwise is landlocked and without access to any public roads. Former Declarant required authorization from Successor Declarant to use said Lot for ingress and egress purposes as part of the transaction between the parties and such authorization was considered to be partial consideration thereof; and

WHEREAS, the Former Declarant has assigned its; 1) construction documents, 2) developer rights, and 3) right to amend the declaration of covenants and restrictions for SOUTHERN PINES, UNIT I and UNIT II, to the Successor Declarant as memorialized in that certain assignment agreement recorded in O.R. Book _____, Page _____, Public Records of Citrus County, Florida; and

WHEREAS, the Successor Declarant has deemed it desirable to simplify and amend the previously recorded first amendment to the declaration of covenants and restrictions recorded in O.R. Book 2239, Page 1990, public records of Citrus County, Florida, and still allow for the efficient preservation of the values and amenities in the community for the benefit of such Property and each owner of such Property; and

WHEREAS, Successor Declarant has deemed it desirable to dissolve, and by the recording of this document, hereby does dissolve the previously incorporated not-for-profit Florida corporation known as, SOUTHERN PINES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "Association"), due to the small number of lots in the community and the fact that it is not economical, nor beneficial for the Owners to maintain a homeowners' association.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Successor Declarant hereby declares by this second amendment to the declaration of covenants and restrictions, that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and be binding on all parties having any right, title or interest in the Property, their heirs, successors, and assigns and shall inure to the benefit of each such party.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "SOUTHERN PINES" shall mean and refer to, the property described on attached Exhibit "A", which constitutes 8 residential lots in SOUTHERN PINES - UNIT I, recorded in Plat Book 17, Page 122, and the property described on attached Exhibit "B", which constitutes 27 residential lots in SOUTHERN PINES - UNIT II, recorded in Plat Book 18, Page 92 & 93, both recorded in the public records of Citrus County, Florida, together with such additions thereto, if any, as may hereafter be made pursuant to this Declaration.

2. "Former Declarant" means NEW HORIZON FUNDING, INC., a Florida Corporation, its successors and assigns.

3. "Successor Declarant" means HABITAT FOR HUMANITY OF CITRUS COUNTY, INC., a Florida Corporation, its successors and assigns.

4. "Declaration" means this instrument and any and all supplements or amendments thereto.

5. "Lot" means a portion of the Property upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (as hereinafter defined).

6. "Single Family Lot" means a Lot upon which not more than one (1) Dwelling Unit may exist at any time according to restrictions contained in this Declaration.

7. "Undeveloped Lot" means a Lot upon which no Dwelling Unit was issued a final certificate of occupancy by the appropriate governmental authority.

8. "Dwelling Unit" means any residential structure intended as an abode for one (1) family constructed in SOUTHERN PINES.

9. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes Successor Declarant for so long as it is the owner of the fee simple title to a Dwelling Unit.

10. "Lot Owner" means the owner or owners of the fee simple title to a Lot and includes Successor Declarant for so long as it is the owner of the fee simple title to a Lot.

11. "Owners" means, collectively, all Dwelling Unit Owners and all Lot Owners.

12. "Residential Property" means all portions of SOUTHERN PINES, UNITS I AND UNIT II, designated as such in this Declaration, as otherwise described herein, within the Property or any additions thereto as permitted by this Declaration, and upon which Dwelling Units may be constructed.

13. "SOUTHERN PINES Documents" means, in the aggregate, the Plats, all Replats, the Declaration, and all Replat Declarations and the Articles, the By-Laws, and all of the instruments and documents referred to therein or referred to herein.

14. "Mortgagee" means (a) any lender, either private or lending institution having a mortgage lien upon a Lot or Dwelling Unit including but limited to the following: Successor Declarant, or a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution(s) which has acquired a mortgage upon a Lot or Dwelling Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, including the Veterans Administration, or the successors and assigns of such lenders (herein referred to as the "Lenders"), which have loaned money to Developer to acquire, or construct improvements upon, the Common Area or have loaned money to Owners and which hold a mortgage upon any portion of the Property securing such a loan.

15. "City" means the City of Inverness, Florida.

16. "County" means the County of Citrus, Florida.

17. "Plat" shall mean and refer to the Plat of SOUTHERN PINES - UNIT I as recorded in the Public Records of Citrus County, Florida in Plat Book 17, Page 122 through 123, inclusive and

future SOUTHERN PINES - UNIT II to be recorded in the Public Records of Citrus County, Florida subsequent to the recording of this declaration.

18. "District" shall mean the Southwest Florida Water Management District, a political body of the State of Florida.

19. "SOUTHERN PINES SURFACE AND STORMWATER DRAINAGE SYSTEM" shall mean those areas described as either common property on the Plat or located on lands that is subject to an easement intended to be a part of the surface water management system, (i.e. the amenities supporting the storm drainage and retention ponds, as same are defined and approved the District.)

20. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the terms "including" shall mean "including without limitation". The headings used herein are for indexing purposes and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II
PLAN FOR DEVELOPMENT OF SOUTHERN PINES

A. Committed.

Successor Declarant has acquired and is the owner of the Property and intends to develop or cause to be developed thereon, or upon portions thereof, or upon such additions as may be made to such Property in accordance with the provisions contained herein, a residential subdivision to be known as SOUTHERN PINES, UNIT I AND UNIT II, respectfully, in accordance with the applicable zoning regulations of the City. The Property is presently zoned with site plan approval which would permit, in addition to certain other uses, the development of residential single family dwelling lots for detached dwelling units.

Successor Declarant reserves the right to adjust the lot lines of any Lot not previously sold to a person or entity other than Successor Declarant without specifically amending this Declaration. Such changes can be accomplished by amendment to the Plat and to this Declaration by the Successor Declarant's signature without the consent of any Lot Owner or Dwelling Unit Owner.

B. Uses of Property.

The Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this Declaration, a Plat, or a Replat Declaration, except to the extent as such Replat Declaration may limit. In addition to any other provisions thereof, the provisions of this Declaration, a Plat or a Replat Declaration may restrict specified portions of the Property to specified uses, including, but not limited to, use as Residential Property, Non-residential Property, Open Parcels or Open Areas, Recreation Areas, property to be

maintained in a natural state, property to be maintained for drainage and/or water management purposes, and such other purposes and uses that are supportive of the community of SOUTHERN PINES. Further, Former Declarant, its successors and assigns shall have the right to utilize Lot 1, in SOUTHERN PINES, Unit I, for the purpose of accessing an adjoining 10 acre parcel of land owned by Former Declarant which is otherwise landlocked and without access to a public road. This right to utilize Lot 1, in SOUTHERN PINES, Unit I, for ingress and egress purposes shall be considered a perpetual right, and covenant running with the land.

ARTICLE III
LAND USE CLASSIFICATION AND RESTRICTIONS

In consideration of the benefits hereinafter contained, Successor Declarant does hereby declare that the provisions herein shall be applicable to the Property, and any additions thereto which may be made pursuant to this Declaration, and run with the land, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Property.

1. Residential Property: Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for "Residential Use" (as hereinafter described) only. All Property designated as "Residential Property" in this Declaration, on a Plat or in a Replat, shall constitute Residential Property. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential purposes such as, but not limited to, streets, drives, driveways, lawn areas and other amenities as an appurtenance to Dwelling Units. No commercial or business occupations may be conducted on Residential Property except for the construction, development and sale or rental of Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services. In addition to the provisions of this Declaration, the Lots shall also be subject to the terms of all applicable Plat or Replats. Plat or Replat Declarations shall designate the Lots subject thereto (all of the Lots which are subject to a particular Replat Declaration being hereinafter collectively referred to as a "Section") and among other things, may provide for, as applicable, (a) the type of Dwelling Units that may be constructed in the Section, and (b) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions for the Section as Successor Declarant shall deem appropriate.

2. Use of Property Not Otherwise Restricted: Except as may be limited in this Declaration, a Plat or Replat, Successor Declarant shall have the right to make such lawful uses of Property as Successor Declarant shall, from time to time, determine.

3. Successor Declarant's Reservation of Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Successor Declarant will have a continuing and substantial interest in the development and administration of SOUTHERN PINES, Successor Declarant hereby reserves for itself, and its successors and assigns, agrees to, and acknowledges that Successor Declarant and its successors and assigns shall have, the right to the use of all other Property for sales offices, models, construction, sales sites, signs, parking and such other reasonable uses in conjunction with and as a part of its program of sales, marketing, leasing, constructing, and developing residential improvements and their amenities within SOUTHERN PINES without any cost or intolerance to the Successor Declarant, and its successors and assigns, for such rights and privileges. For purposes of this Article III, Paragraph A, Subparagraph 4, the term "Successor Declarant" shall include any Lender (as defined in Article I hereof) which has loaned money to Successor Declarant to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any Property as the result of the foreclosure of any mortgage encumbering Property securing any such loan to Successor Declarant or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Successor Declarant as set forth in this Article III, Paragraph A, Subparagraph 4, are in addition to and in no way limit any other rights or privileges of Successor Declarant under any of the other SOUTHERN PINES Documents and, except as provided in Article IX, shall terminate upon Successor Declarant, or its successors or assigns, no longer owning any Property or upon such earlier date as Successor Declarant shall relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of Common Area or any portion thereof complies with the covenants and restrictions contained in this Declaration, or any applicable Plat or Replat, such dispute shall be settled by arbitration with respect to such dispute.; Said arbitration shall be final and binding on all parties concerned therewith; provided, however, any use by Successor Declarant of the Property or any parts thereof in accordance with this Article III shall be deemed a use which complies with this Declaration and all applicable Plat and Replats and shall not be subject to arbitration.

C. Additional Provisions for the Preservation of the Values and Amenities.

In order to preserve the values and amenities of SOUTHERN PINES, the following provisions shall be applicable to the Residential Property and, where specifically stated, the Property:

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas, or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of Successor Declarant, or its successor, in dredging

any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor shall the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler or irrigation systems for any portions of the Property be deemed a Mining Activity.

2. Nuisances: No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted or maintained on the Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property as are specifically permitted or contemplated by this Declaration, or a Plat or Replat, shall not be deemed unreasonable, obnoxious or a nuisance.

3. Clothes Drying Areas: Clotheslines shall be prohibited. The drying or airing of clothes outside any Dwelling Unit is prohibited.

4. Removal of Sod and Shrubbery; Alteration of Drainage, etc.: Except for Successor Declarant's or its successor's acts and activities in the development of SOUTHERN PINES, no sod, top-soil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any Residential Property shall be made which results in any permanent change in the flow or drainage of surface water of or within SOUTHERN PINES. This paragraph shall not be construed to preclude the Successor Declarant from making changes to the Lots, where such changes are necessary for the safety, preservation, and well being of the community.

5. Antennae and Aerials: No antennae or aerials of any kind shall be placed upon the Residential Property, except that residents shall be permitted to install a single television "satellite dish" with a diameter of 20" or less.

6. Litter Trash and Refuse: In order to preserve the beauty of SOUTHERN PINES, all garbage, trash, refuse or rubbish shall be stored either inside the Dwelling Unit or inside the storage shed, until the time for pickup and removal. At no time shall storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited in a respectable manner at the curb the day of pickup in containers designed for such purposes.

7. Pools: No above ground pool shall be permitted. All in ground pools shall be within the setback lines as defined within the subdivision Plat or Replat.

8. Radio Equipment: No ham radios or radio transmission equipment shall be operated on the Residential Property.

9. Subdivision and Partition: The Lots shall not be subdivided further than as provided in this Declaration, in any Plat or Replat, unless it is determined by the Successor Declarant that such subdividing is consistent with the general uniform plan

of residential development for SOUTHERN PINES.

10. No Implied Waiver: The failure of the Successor Declarant or Owners to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other of the SOUTHERN PINES Documents shall in no event be deemed a waiver by the Successor Declarant, Owners, or any other party having an interest therein of their right to object to same and to seek compliance therewith in accordance with the provisions of the SOUTHERN PINES Documents.

11. No Detached Buildings, Fences, Walls, etc...: No detached building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Residential Property or any Lot, except for detached utility buildings (storage sheds). However, fencing is allowed in the rear yard only, provided that the type, and location of the fence does not exceed 6 feet in height on any Lot, and otherwise complies with local zoning ordinances. Further, no fence may be painted or altered in any manner which may be offensive to the other Owners and no barbed wire, hog wire, chicken wire, or similar fencing shall be permitted. Hedges must be neatly trimmed at all times.

12. Signs: No sign of any kind shall be displayed to the public view or in any dwelling Unit or Lot or Common Area except a one family name sign and a "For Sale" sign of not more than 144 square inches, and except those signs deemed necessary by the Successor Declarant, and its successors and assigns.

13. Animals: No animals, livestock, pot belly pigs, or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) pets in the aggregate may be kept in any such Dwelling Unit or Lot.

14. Temporary Buildings: Trailers, tents, shacks, barns, or any temporary buildings of any nature are expressly prohibited within this community, and no temporary residence shall be permitted in unfinished Dwelling Units, except that storage sheds may be approved, by the Successor Declarant's sole discretion to be placed along the rear lot line behind the dwelling.

15. Mowing: All Lot Owners of any Lot on which no Dwelling Unit has been erected or upon which a Dwelling Unit has been erected, shall permit the Successor Declarant periodically and from time to time to mow the Lot, and such Lot Owner shall pay such reasonable charges as the Successor Declarant may charge for mowing and maintenance of such Lot. No trash, debris or rubbish of any kind shall be allowed to be placed or maintained on the Lot. Such right of the Successor Declarant to mow or otherwise maintain the Lot shall arise only after the Lot Owner has failed to mow or otherwise maintain or clear the Lot within seven (7) days following the giving of notice by the Successor Declarant to such Owner to mow, clear, or otherwise maintain the Lot.

16. Hobbies: The pursuit of hobbies or other inherently dangerous or unattractive activities, including specifically, without limiting the generality of the foregoing, assembly or disassembly of motor vehicles and other mechanical devices which might create disorderly or unkept conditions; the shooting of firearms of any type or size; and other activities shall not be pursued or undertaken on any part of any Lot or the Common Area. In the event of fireworks, said fireworks shall only be permitted under the direct supervision of the appropriate municipal authorities and only if permitted by local ordinances. No automobile or other equipment may be dismantled, repaired or serviced on any Lot.

17. Moving Buildings: No building or buildings of any kind shall be moved from any other place onto any lot, nor from one Lot another Lot.

18. Diligence in Construction Required: The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time and in accordance with the requirements herein contained. No out buildings shall be completed prior to the completion of any Dwelling Unit, except that temporary storage and convenience facilities may be erected for workmen engaged in building a Dwelling Unit on the Lot, but such temporary facilities shall be removed as soon as the Dwelling Unit is completed.

19. Location of Structures: No structures shall be located nearer to a lot line than the distance approved by the zoning and land use regulations of the City of Inverness.

20. Height and Other Restrictions: Structures shall be constructed in accordance with the following restrictions:

(a) No structures shall be constructed more than 25 feet in height with the height distance being measured from the top of the highest point on the structure to the average grade level of the grounds surrounding the structure;

(b) Each Dwelling Unit constructed on such lots shall contain at least 1000 square feet of living area. Porches, open or screened, are not to be included in the computation of square footage;

(c) All permanent recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard only unless approved by the ARB. Any other recreational equipment shall be kept within the Dwelling Unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Dwelling Unit.

(d) Roofs shall be of a shingle, metal, clay tile or concrete tile construction. No flat or gravel roofs shall be allowed except for porches and screen enclosures;

(e) All exterior walls or elevations shall be of concrete, masonry, vinyl or aluminum siding and if concrete or masonry, shall be covered with an exterior finish sufficient to cover all block joints. Painted block, "sparkle crete" or any similar finish shall not be permitted;

(f) All front, rear and side yards on any Lot shall be grassed or sodded except for other acceptable landscaping and except for driveways or walkways. Paved or gravel yards in lieu of grass or sod shall not be permitted; and permitted.

(g) No window air conditioning units shall be attached to the Dwelling Units.

21. Vehicles: No motor vehicle shall be parked on the Property except on a paved or concrete driveway. No motor vehicles which are primarily used for commercial purposes, except off-duty public service vehicles, such as police and emergency medical vehicles, unless temporarily present on business, and no trailer, motorcycle, camper, panel truck or van, semitrailer, truck-tractor, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, boat, or boat trailer may be parked on the Property. This provision is not intended to apply to, or exclude other personal vehicles such as a van or pickup truck. No more than two (2) vehicles shall be permanently parked in any driveway at any one time.

22. Watering of Landscape: No Owner shall be permitted to water his lawn or any landscaping utilizing water from any lake, pond, or reservoir contained within the Property. All watering systems utilized by Owners must be connected with the water system maintained and controlled by the City of Inverness, or any other local utility company servicing the Property.

23. Tree Removal Restrictions: No living tree larger than eight (8) inches in diameter at two (2) feet above the ground level shall be cut down, destroyed or removed from the Property. No tree may be removed from the Natural Retention Areas or Conservation Easement, as same may be designated on the face of the Plat.

24. Burning: No burning of trash or other materials shall be permitted within the Property. Provided, however, the Successor Declarant reserves unto itself, its successors and assigns, the right to burn debris as a result of clearing and cleaning of property within SOUTHERN PINES.

25. Mailboxes: Mailboxes shall originally be furnished to each Dwelling Unit Owner at the time of his purchase of the Dwelling Unit. Thereafter, replacements of or repairs to such mailboxes shall be the responsibility of the Lot Owner.

26. Decorations/Ornaments: In the event individual Lot Owners in SOUTHERN PINES desire to appropriately decorate their Dwelling Units and Lots to celebrate holidays commonly recognized by the United States Government, no such decorations or ornaments shall be erected more than thirty (30) days prior to the holiday

being celebrated and same shall be removed within fifteen (15) days following such holiday.

27. Electrical Service to Dwelling Units/Street Lighting:

Electric service to Dwelling Units shall be placed either underground or overhead from the transformer to the Dwelling units. Overhead lines shall be dropped from the service poles in the City's right-of-way to the Dwelling Units. Each Owner shall be required to sign a contract for an overhead street light to be installed by Duke Energy, or its successors and assigns, at the time that power is supplied to construct their home. Payment for the street lighting shall be paid by each owner in accordance with said contract for same.

28. Violation of Covenants: If any person shall violate or attempt to violate or in any way fail to abide by any of the covenants and restrictions set forth in this Declaration, it shall be lawful for the Successor Declarant or the Owners, their successors and assigns to institute legal proceedings as are available to enforce obedience, to prevent further or continued violation, and the prevailing party in such action shall be entitled to recover damages, reasonable attorneys' fees, court costs and litigation expenses for such violation(s) or attempted violation(s).

29. Amendments and Modifications by Successor Declarant:

Notwithstanding any provisions of this Declaration to the contrary, Successor Declarant, its successors and designated assigns, reserves the right and authority (subject to FHA/VA approval, if required) to amend, modify, or grant exceptions or variances from any of the use restrictions set forth in this Article III of this Declaration without notice to or approval by other Owners in SOUTHERN PINES, provided that such amendments, modifications, exceptions, or variances shall be substantially consistent with the general uniform plan of residential development for SOUTHERN PINES. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwelling Units, or pertaining to the location of structures on a Lot in SOUTHERN PINES, shall be conclusively deemed to be within the authority and right of Successor Declarant under this paragraph.

30. Property Rentals: Homeowners may rent to tenants, provided all rental agreements and tenants shall be subject to the Declaration of Protective Covenants and Restrictions For SOUTHERN PINES and any mortgage restrictions found of record for any particular Lot.

D. Improvements to Lots, Dwelling Units.

In order to preserve the values and appearances of SOUTHERN PINES, the following restrictions upon the Residential Property are hereby established:

1. Requirement of Approval. Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Successor

Declarant, landscaping and plantings by or with the approval of Successor Declarant, additions, alterations, modifications and changes to any of the foregoing by or with the approval of Successor Declarant (collectively "Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Owners. No improvement, structure, landscaping or plantings of any kind, including, without limitation, any swimming pool, tennis court, or screen enclosure shall be erected, placed or maintained on any portion of Property; shall be commenced or maintained upon any portion of Residential Property; and no "significant" addition, alteration, modification or change to any such improvement, structure, landscaping or plantings shall be made without the approval of the Successor Declarant, or mortgagee holding a mortgage on the Lot. Further, any improvement or structure of any kind, including, without limitation, any swimming pool, tennis court, screen enclosure, landscaping or plantings commenced or maintained upon any portion of Residential Property, which were not approved as otherwise provided herein, shall, at the discretion of Successor Declarant be subject to evaluation and possible disapproval or removal at the sole expense of the Lot Owner(s).

a. For purposes of clarification, the above reference to "significant" additions, alterations, modifications or changes to any such improvement, structure, landscaping or plantings shall include, but not be limited to the following, the installation of shutters, screen enclosures, paved walkways, flag poles, lawn ornaments, etc....

b. The painting of the exterior of a dwelling unit or any portion of a unit, when the color of the paint to be applied is different from that which has already been applied to a dwelling unit, shall be approved by Successor Declarant and shall not be offensive in nature to other Lot Owners.

2. Method of Obtaining Approval From Successor Declarant.

Prior to the application for permit to construct an improvement of any kind on a Lot, Successor Declarant approval of such construction must first be obtained. In order to obtain the approval from Successor Declarant, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to Successor Declarant for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Successor Declarant may also require the submission of additional information and materials as may be reasonably necessary for the Successor Declarant to evaluate the proposed construction, landscaping or alteration. The Successor Declarant shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Successor Declarant shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed an approval of any plan or design from the standpoint of structural safety or conformance

with applicable building codes.

3. Approval or Disapproval by the Successor Declarant.
The Successor Declarant shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals by the Successor Declarant shall be in writing and shall be sent to the respective Lot Owner or Dwelling Unit Lot Owner, as applicable. In the event the Successor Declarant fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Successor Declarant of such plans and specifications and any and all other reasonably requested information and materials related thereto, then upon notice to the Successor Declarant by the Applicant in writing and the expiration of ten (10) days from said notice, said plans and specifications shall be deemed to have been approved by the Successor Declarant and the appropriate written approval delivered forthwith. The procedure shall also apply to subparagraph 12 of paragraph C of Article III.

4. Successor Declarant to Adopt Rules and Regulations.
The Successor Declarant shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Successor Declarant.

ARTICLE IV
GENERAL PROVISIONS

A. Lawful Use of Property.

Each portion of the Property will be subject to and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the City, the County and any and all other governmental and public authorities relating to the Property and any improvements thereon or the use thereof and no illegal or immoral purpose or use shall be permitted on the Property.

B. Incorporation of SOUTHERN PINES Documents.

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the SOUTHERN PINES Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the SOUTHERN PINES Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the SOUTHERN PINES Documents.

C. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the

person whose name appears as the Owner of the Lot on the Citrus County Property Appraiser's records at the time of such mailing.

D. Easements.

An easement shall exist for pedestrian traffic over, through and across sidewalks, driveways, and other portions of the City's right-of-way along Apopka Ave. and Relief Street as may be from time to time intended and designated for such purpose and use. There is further reserved by the Successor Declarant, and established for the benefit of the Successor Declarant and the Owners, such easements as are necessary to periodically establish utilities for electric or water services, including the placement of meters on Lots and Dwelling Units, and other easements of whatever nature or kind that are designed for the use and benefit of the Property and the Lot Owners and Dwelling Unit Owners located therein.

E. Enforcement.

The covenants and restrictions herein contained or contained in any of the SOUTHERN PINES Documents shall run with the land set forth on Exhibits "A" & "B", and may be enforced by Successor Declarant or any Owner(s), and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction, or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right to such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

F. Captions, Headings and Titles.

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and shall in no way define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

G. Attorneys' Fees.

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

H. Severability.

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other

provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Subordination.

Successor Declarant agrees that its' respective interests as provided in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Property and any additional or replacement or subsequent mortgages obtained by Successor Declarant for the purpose of financing the construction of improvements to take place upon any portion of the Property.

J. Amendment and Modification.

The process of amending or modifying this Declaration shall be as follows:

1. Amendments or modifications may be made by Successor Declarant without the requirement of the consent of the Owners.

2. Once the Successor Declarant has sold all of its Lots in SOUTHERN PINES, this Declaration may be amended (i) by the consent of the Owners of two-thirds (2/3) of all Lots. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners.

3. Amendments for correction of scrivener's error or other non-material changes may also be made by Successor Declarant without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Successor Declarant, or of any Mortgagees under this Declaration or any other of the SOUTHERN PINES Documents without the specific written approval of such Successor Declarant or Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his guests, invitees, lessees and licensees to utilize or enjoy the benefits of any existing Common Areas unless the Owner or Owners so affected consent to such amendment in writing.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Successor Declarant to all Institutional Mortgagees requesting

notice pursuant to Paragraph C of this Article XII. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of Citrus County, Florida.

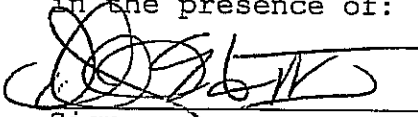
K. Term.

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses, shall run with and bind all portions of the Property and inure to the benefit of Successor, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term, or any such ten (10) year extension, there is recorded amongst the Public Records of the County an instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Lots and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

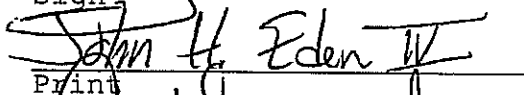
IN WITNESS WHEREOF, this Seconded Amended Declaration of Protective Covenants and Restrictions for SOUTHERN PINES - Unit I and Unit II, has been signed by Successor Declarant on the day and year first above set forth.

SUCCESSOR DECLARANT:

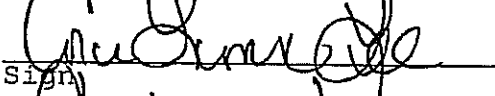
Signed, sealed and delivered
in the presence of:



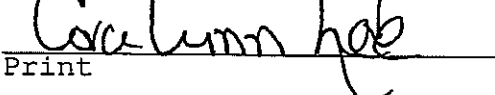
Sign



Print

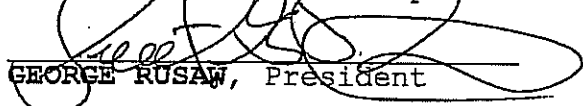


Sign



Print

HABITAT FOR HUMANITY OF
CITRUS COUNTY, INC. a
Florida Non-Profit Corporation


GEORGE RUSAW, President

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by **GEORGE RUSAW**, as President of **HABITAT FOR HUMANITY OF CITRUS COUNTY, INC.**, a Florida Non-Profit Corporation, who stated that he was authorized by the directors of the corporation to execute the foregoing instrument and who is personally known to me or who has produced _____ as identification.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



CORA LYNN LEE
Notary Public, State of Florida
My Comm. Expires June 16, 2018
Comm. No. FF 123958

Sign