

SUPPLEMENTAL DECLARATION

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made this 29th day of January 1993, by George Wimpey of Florida, Inc., a Florida Corporation, and recorded in OR Book 977, Pages 1338 through 1340, inclusive, of the public records of Citrus County, Florida.

RECITALS

A. Declarant is the "Declarant" of and under that certain Declaration of Covenants, Conditions and Restrictions recorded November 27, 1991 in Official Records Book 921, Page 1020 of the Public Records of Citrus County, Florida (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article I, Section (c) of the Declaration contemplates, defines and describes "Areas of Common Responsibility" which, while not owned or to be owned by the Association, are to be maintained by the Association in the same manner as all other Common Areas.

C. Article IV, Section 6 of the Declaration provides, in pertinent part, that the Community Association may have an easement to maintain the landscaping originally installed on the Lots containing such Residences and all replacements thereof for the purpose of ensuring the uniform and attractive appearance of such Residences.

D. Article VI, Section 12 of the Declaration provides, in pertinent part, that the Community Association may levy a personal Assessment against all Lots, which contain Residences, the exteriors of which are maintained by the Community Association pursuant to Article IV, Section 6. Such Assessments shall be in amounts equal to the actual costs of such maintenance as well as the administrative, employee and other costs associated therewith, as determined by the Board of Directors.

E. Article I, Section (bb) of the Declaration further provides that such a Supplemental Declaration may be executed by the Declarant for so long as it owns any portion of the Properties (as such term is defined in the Declaration).

F. Declarant has deemed it necessary to impose a mandatory landscape maintenance program in a certain portion of the Initial Real property, it being understood and recognized that the Declarant by imposing these additional covenants, conditions, and restrictions, is obligating persons who acquire interest in such portion of the Initial Real Property to be subject to the original Declaration and amendments thereto, as well as the covenants, conditions and restrictions set forth herein.

G. The Association's maintenance and upkeep of the subject landscaping is the type of activity specifically contemplated in the provisions of the Declaration providing for Areas of Common Responsibility and will ensure the long-term benefits thereof to its members.

H. Declarant now desires to supplement the Declaration by declaring the herein described property to be Areas of Common Responsibility for the aforesaid purposes

NOW THEREFORE, in consideration of the premises and the authority of the Declarant as aforesaid, it is hereby declared:

1. That the Declaration is hereby supplemented to provide that the property located in Citrus County, Florida, and described as Block 6, lots 1-63 as shown on the recorded plat for Laurel Ridge Number One, recorded in Plat Book 15 at Pages 13 through 23, inclusive, Public Records of Citrus County, Florida is and shall be Areas of Common Responsibility under and in accordance with the Declaration.
2. Accordingly, while such property shall not be deemed part of the Properties (meaning, among other things, that same shall not be required to be conveyed to the Association by the Declarant), the Association shall have the duty of the maintenance and upkeep of such property in the same manner as other Common Areas from and after the date this Supplemental Declaration is recorded in the Public Records of Citrus County, Florida.
3. All lawns on all sides of any Lot or Residence shall extend to the pavement lines. All lawns and landscaping of a Residence, including the retaining wall, shall be maintained and repaired by the Association. The cost of such services performed by the Association shall be a lien upon the Lot as any other assessment levied and collected by the Association. No parking strips, drives or paved areas shall be allowed, except as shown on the approved plot plan for the Lot. Upon the completion of any Residence on any Lot, the lawn area on all sides of the said structure, up to and including the retaining wall, shall be completely sodded with grass and a watering system shall be installed, capable of keeping said grass sufficiently irrigated. It is the intent of these restrictions that the lawns shall be uniform, green, luxuriant, and well maintained.
4. The Association shall have an easement to enter upon any lot for the purpose of providing repairs and maintenance as provided in these restrictions, and for purposes of keeping the irrigation system servicing each Lot in good condition and repair and such entry by the Association or its agents shall not be deemed a trespass but shall be deemed a license coupled with an interest.
5. The landscaping plan established at the time of construction of a Residence shall not be altered or modified without the express written approval of the Modifications Committee. No Owner of an individual Residence or Lot shall plant or place any shrubbery, hedges, trees or plantings on any part of the said Lot which does or may obstruct grounds maintenance performed and to be performed by the Association or which increases the cost of grounds maintenance to be performed by the Association.
6. Commencing with the recording of this Supplemental Declaration, the Association will levy a Personal Assessment against all aforesaid Lots, commensurate with the costs of such maintenance as well as other costs associated therewith, maintaining the portions thereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for the purposes herein expressed on the date year first above written.

SUPPLEMENTAL DECLARATION

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made this 26th day of October, 1994, by George Wimpey of Florida, Inc., a Florida Corporation, hereinafter referred to as "Declarant", and recorded in OR Book 1059, Pages 2122 through 2124, inclusive, of the public records of Citrus County, Florida.

WITNESSETH:

A. Declarant is the "Declarant" of and under that certain Declaration of Covenants, Conditions and Restriction recorded November 27, 1991 in Official Records book 921, Page 1020 of the Public Records of Citrus County, Florida, as supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article II, Section 2 of the Declaration provides that Declarant may bring other land under the provisions of the Declaration from time to time.

C. Declarant is the owner of fee simple title to the land described in Exhibit "A" hereto, which land is a portion of the Eligible Property described in Exhibit "B" to the Declaration

NOW THEREFORE, in consideration of Declarant's authority under the Declaration, it is hereby declared:

1) All of the property located in Citrus County, Florida and described in Exhibit "A" hereto and made a part hereof is hereby added to the Properties and subjected to the covenants, restrictions, easements, charges, lien, terms and conditions of the Declaration.

2) The property described in Exhibit "A" hereto, being Laurel Ridge Number Two, shall henceforth be part of the Properties declared to be the initial Neighborhood, as provided in the Declaration, and subject to Neighborhood Assessments as established by the Board of Directors of the Association.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for the purposes herein expressed on the date year first above written.