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MARION COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
DALTON WOODS

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS for DALTON WOODS (hereinafter referred to as the "*Declaration*") is made on the date hereinafter set forth by ROBERT P. DRAKE, individually and as Trustee (hereinafter referred to as "*Declarant*").

WITNESSETH:

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Marion County Florida, platted as Dalton Woods as per plat thereof recorded in **Plat Book 5 at Page 160-163** public records of Marion County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of the values in the Property and for maintenance of certain common facilities in the Property sometimes referred to herein as Dalton Woods and designated by this Declaration and to this end, desires to subject the Property to the covenants, restrictions, easements charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Property to create a homeowners association to which shall be delegated and assigned the powers of maintaining and administering the common area properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Florida a not for profit corporation called Dalton Woods Homeowners Association of Ocala, Inc. (hereinafter referred to as the "Association") to exercise the aforesaid functions.

NOW, THEREFORE, Declarant declares that all of the Property 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 the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

- Section 1.        "**Architectural Review Board**" or "**ARB**"- shall mean the Declarant or the committee created pursuant to Article VII, Section 1 of the Declaration.
- Section 2.        "**Articles**"- shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a true copy of which is attached hereto as Exhibit "A"), including any amendments thereto.

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- Section 3.        **"Assessments"** - shall mean any of the types of Assessments defined below in this Section.
- (a)        **"Common Assessment"** - shall mean a charge against each Owner and his Lot, representing a portion of the expenses of operating, maintaining, repairing, improving and replacing the Common Areas, located within the platted subdivision of Dalton Woods including, but not limited to, managing, operating, and maintaining the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the St. John's River Water Management District.
- (b)        **"Special Assessment"**- shall mean a charge against one or more Owners and their Lots equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform their obligations hereunder.
- (c)        **"Reconstruction Assessment"**- shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the improvements located on the Common Areas or any portion or portions of the Surface Water or Storm Water Management System.
- (d)        **"Capital Improvement Assessment"** - shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.
- Section 4.        **"Association"** - shall mean and refer to Dalton Woods Homeowners' Association of Ocala, Inc., a Florida not-for-profit corporation, its successors and assigns.
- Section 5.        **"Board" or "Board of Directors"** - shall mean the Board of Directors of the Association.
- Section 6        **"Bylaws"** - shall mean the Bylaws of the Association adopted by the Board (a copy of which is attached hereto as Exhibit "B") including any amendments thereto.
- Section 7.        **"County"** - shall mean the County of Marion, in the State of Florida.
- Section 8.        **"Common Areas"** - shall mean and refer to those area of land shown on any recorded subdivision plat of the Property, other than Lots and Tract B, which areas are intended to be used and enjoyed by Owners of Lots in the Property, which include without limitation, any private roads, drainage areas, Surface Water or Storm Water Management System, easements for roads, walkways, parking areas, paths, utilities, and all improvements now or hereafter constructed thereon including without limitation, streets, lighting systems, signage, structures, and landscaping thereon, including any Surface Water or Storm Water Management System (as defined below). All personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners, are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests and persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent authorized by this Declaration or by the Board of Directors.

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- Section 9.        **"Common Expenses"**- shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); any costs incurred in maintaining the Environmental Easement or exercising the rights of the Association granted in Article III, Section 6; the costs of all utilities; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefitting the Common Areas, the costs of fire, casualty and liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.
- Section 10.       **"Declarant"** - shall mean and refer to Robert P. Drake, Trustee, his successors and assigns.
- Section 11.       **"Declaration"**- shall mean and refer to the Declaration of Covenants and Restrictions for Dalton Woods and any amendments and supplements thereto.
- Section 12.       **"Dwelling Units"**- shall mean and refer to a Lot as defined herein with an detached single-family residential unit constructed thereon for which a Certificate of Occupancy has been issued by the applicable governmental authorities.
- Section 13.       **"Environmental Easement"** - shall mean and refer to any Environmental Easement identified on the face of the Plat.   **(SEE AMENDMENT DATED 17 JAN 2004)**
- Section 14.       **"Front Yard"** - shall mean the portion of each Lot described by drawing a line through the center point of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot. The Front Yard shall be the portion of the Lot on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Lots situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.
- Section 15.       **"Lot"**- shall mean and refer to any plot of land shown upon the plat of Dalton Woods and designated as a numbered Lot, and shall exclude any Common Areas owned in fee simple by the Association.
- Section 16.       **"Member"**- shall mean and refer to the Declarant and any Owner.
- Section 17.       **"Natural Retention Area"**- shall mean and refer to the portion of Lots 7,8,20,21,22, and 23, Block A and Lots 5, 6, 7, 8,15,16, and 17 of Block D, shown as being within the Drainage Easement on the face of the Plat, as well as DRA 3-2, DRA 5-1 and DRA 7-1 as depicted on the face of the Plat.

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- Section 18. “**Owner**”- shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot" which is a part of or situated upon the Property; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.
- Section 19. “**Plat**”- shall mean and refer to the subdivision of Dalton Woods, as recorded in Plat Book "5", at Pages 160 through 163 of the public records of Marion County, Florida.
- Section 20. “**Property**” - shall mean and refer to the property platted as Dalton Woods, as per plat thereof recorded in Plat Book “5”, at Page 160, public records of Marion County, Florida, as well as any other real property subjected to the Declaration pursuant to Article III hereof.
- Section 21. “**Rear Yard**” - shall mean the portion of each Lot described by drawing a line through the center point of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot. The Rear Yard shall be the portion of the Lot on the side of the line so drawn lying furthest from the road or road right of way. The Rear Yard of Lots situated on the corner of multiple roads or road right of ways shall be the portion of the Lot lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.
- Section 22. “**Surface Water or Storm Water Management System**” - shall mean and refer to a system, temporary or permanent, which is designated 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 over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the provisions of Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code. **(SEE AMENDMENT DATED 31 OCT 2000)**

ARTICLE II.  
USE RESTRICTION

- Section 1 Use Restrictions. The use restrictions contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.
- Section 2 Residential Use Only. No Lot shall be used for any purpose except for residential. The term residential" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling Unit. No Building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designated for residential use, with attached private garages, or detached private garages, guest houses, barns, or storage facilities which have been approved by the ARB and are consistent with the primarily residential use of the Property. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Dwelling Units as models or offices. No mobile homes shall be permitted on the Property.'
- Section 3. Minimum Square Footage. The ground floor of any single story Dwelling Unit erected on a Lot shall not be less than 1,800 square feet of living area. A two-story Dwelling Unit shall have a minimum of 2,000 square feet of living area, with a minimum first floor living area of 1,500 square feet. Living area must be heated and cooled and excludes garages, open porches, decks, and atriums, whether or not heated and cooled. The main roof shall have not less than a 5/12 pitch and fascia shall have a minimum width of 5 ½ inches. Each Dwelling Unit shall contain a garage providing space for at least two (2) automobiles.

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- Section 4. Subdivision -Multi Units. Only one Dwelling Unit may be erected on each Lot, although an additional garage apartment or detached guesthouse may be permitted by the ARB. No Lot maybe subdivided except to increase the size of an Owner's property upon which a single Dwelling Unit is constructed.
- Section 5. No Temporary or Accessory Structures. No portable storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however that this prohibition shall not apply to shelters used by the Declarant or a licensed contractor during the construction of any Dwelling Unit.
- Section 6. Livestock and Animal Restrictions. No animal shall be kept or maintained on any Lot except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Lots. The ARB shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family or servant No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.
- Section 7. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or pubic nuisance No Lot driveway, or Common Area shall be used for purposes of vehicle repair or maintenance . This restriction shall not apply to activities conducted by the Declarant in the construction sale or maintenance of improvements upon the Property.
- Section 8. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge shall be erected, placed altered, maintained, or permitted to remain on any Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ARB in accordance with Article VII hereof. **Fencing may be located in the Rear Yard only.** No wall or fence may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval. No chain link, barbed wire, hog wire, chicken wire, or similar fencing shall be permitted. **No fence shall be allowed to exceed the height of six (6) feet on any Lot.** All hedges must be neatly trimmed.
- Section 9. Garages. Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two (2) automobiles. Garages must be maintained operational for the storage of automobiles boats, or other motor vehicles. In order to maintain a harmonious appearance the ARB may prohibit the garage doors on any Dwelling Unit from facing a public or private right-of-way, and the garage doors shall be opaque, and shall remain closed except when in actual use to allow ingress and egress into the garage.
- Section 10. Insect and Fire Control and Trash Removal. In order to implement effective insect, reptile rodent, and fire control, the Association and its agents shall have the right, but not the duty to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass The provisions in this section shall not be construed as

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an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section shall constitute a Special Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

- Section 11. Clothes Lines. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.
- Section 12. Exterior Antennas, etc. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Dwelling Unit thereon, except that satellite dishes less than eighteen (18) inches in diameter may be installed on Dwelling Units if approved, including as to location, by the ARB.
- Section 13. Exterior Paint. No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the ARB.
- Section 14. Signs. No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling Unit within public view except as may be required by legal proceedings. The ARB will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Dwelling Unit for sale or for rent, except that a single commercial real estate sign not exceeding 18" x 30" may be displayed on any Lot without the prior permission of the ARB. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Dwelling Unit) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No homesite may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit
- Section 15. Exterior Maintenance. The Association shall have the right, but not the duty, to provide maintenance to any exterior area visible from the roads or adjacent Lots including repairs to walls and roofs, painting, landscaping and lawn maintenance. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion after ten (10) day written notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner. If the Owner fails to pay then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise the right to enter the Property pursuant to this Section.

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- Section 16. Allowable Trim and Decoration. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in Section 14 above, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. **This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, and to a single flag pole which may not, however, extend higher than the roof of the Dwelling Unit, and must be affixed to the Dwelling Unit**
- Section 17. Window Tinting. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.
- Section 18. Unit Air Conditioners. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard and shall be effectively screened by plant matter or opaque fencing approved by the ARB. **(SEE AMENDMENT DATED 14 MAY 2001)**
- Section 19. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs, after at least ten (10) days written notice to the Owner of the extent of the repairs and when they will be made, to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Special Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.
- Section 20. Tree Removal Restrictions. **No living tree larger than eight inches (8") in diameter at two feet (2') above ground level, shall be cut down, destroyed or removed from the Property without the prior approval of the ARB.** No tree may be removed from the Environmental Easement or any portion of the Natural Retention Area , as designated on the face of the plat.  
**(SEE AMENDMENT DATED 17 JAN 2004)**
- Section 21. Vehicles. **No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Lot or public right-of-way, except in an enclosed garage or within the rear yard, screened by a privacy fence or hedge approved by the ARB.** No commercial vehicle of any kind shall be permitted on any Lot at any time except vehicles owned by the Lot Owner not exceeding three-quarter tons; and except vendors providing temporary services to the Lot Owner. All private passenger vehicles shall be parked within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage, of which there must be two pursuant to Article II, Section 9, are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the Lot must be in good condition, and no vehicle which is unlicensed or cannot operate on its own power shall remain within the Lot for more than 24 hours, no major repair of any vehicle shall be made on the Lot. **Overnight on-street parking is prohibited.**

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- Section 22. Construction on Lots. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within twelve (12) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days.
- Section 23. Recreational Equipment. All permanent recreational equipment including but not limited to swing sets, swings, sandboxes and trampolines, shall be located in the Rear Yard 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.
- Section 24. Grassed Areas and Yards. All Lots shall upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped and grassed in accordance with plans submitted to, and approved by the ARB, except for any portion of the Lot located within the Environmental Easement or Natural Retention Area. The Front Yard shall be sodded grass approved by the ARB. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy condition. **Each Owner shall maintain all property lines between the Owner's Lot and the pavement of any paved street including culverts.** The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All grass shall be of a type approved by the ARB. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto including front, side, and rear road and utility easements.
- Section 25. Vacant Lots. The grassy areas of any vacant Lot shall be kept regularly mowed and trimmed and all areas of vacant Lots shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The Association shall have the right, but not the duty, to provide such maintenance to vacant Lots, after ten (10) days written notice to the Owner of a vacant Lot to perform such maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid by the Owner.
- Section 26. Pools. No above-ground pools are permitted within the Property. All In-ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pool enclosures, including screening, must be approved by the ARB.

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Section 27. Set-back Requirements and Building Location All Dwelling Units shall be set back at least as far as required by the County Building and Zoning Code, or any setbacks as shown on the face of the plat. Notwithstanding the foregoing, minimum setbacks shall be as follows:

- (a) Front Setback.....50 feet (from edge of pavement)
- (b) Side Setback ..... 15 feet (from lot line)
- (c) Rear Setback ..... 25 feet (from lot line).
- (d) Driveway Setback ..... 3 feet from side lot line

**(SEE AMENDMENT DATED 8 JUNE 2001)**

Section 28. Storage. No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment All tools, supplies, mowers, and equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view, except when in use.

Section 29. 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 Lot Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Lot, except for the removal of lawn waste by a tree removal or landscaping service. No 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 Lot, the Owners shall place their garbage (bagged and tied) on their 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 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 Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.

Section 30. Containers and Fuel Tanks. All garbage and trash containers, bottled gas tanks, water softeners, and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the ARB. **(SEE AMENDMENT DATED 30 AUGUST 2001)**

Section 31. Gardens and Prohibited Plants Vegetable gardens may be grown only in the Rear Yard. and the cultivation and maintenance of poisonous and illegal plants is prohibited.

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- Section 32. Lighting. All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.
- Section 33. Driveways. All driveways shall be constructed of concrete, brick, or ornamental pavers, and shall extend from the pavement of a street adjacent to the Lot to the garage constructed on the Lot. Driveways shall not be painted unless approved by ARB. Block D, Lot 1 is excluded from this restriction.
- Section 34. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for said boxes or receptacles shall have been approved by the ARB and said boxes shall display only the name of the Owner and the street number of the Lot. Nothing may be added or attached to the mail box, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations, numbers, and license plates.
- Section 35. Leases All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for Dalton Woods, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees.

(In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference.) In the event a lessee or a lessee's invitee, guest, or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject hereto. No lease shall be for a term of less than three months. The Declarant shall have the right to collect attorneys fees against any occupant or tenant and the owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant are exempt from the provisions of this section.

- Section 36. Lot Septic Systems. Each Lot will be serviced by a central water system. Owners may drill a private well for irrigation purposes only. Septic systems shall meet all County and State requirements.

ARTICLE III.  
PROPERTY SUBJECT TO THIS DECLARATION  
ANNEXATIONS ; PROPERTY RIGHTS

- Section 1. The Property. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

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- Section 2. Annexation. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners provided that if any Mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), then consent of the FHA and/or the VA to such annexation must be obtained, and provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Lots within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to its rules, regulations, Articles and Bylaws in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.
- Section 3. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:
- (a) any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, or other conveyance or agreement creating the right of the Association in and to that portion of the Common Areas; and
  - (b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer has been recorded.
- Section 4. Maintenance Easements. The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable. The easement granted herein shall not entitle the Association to enter any Dwelling Unit unless specifically authorized by other provisions of this Declaration.
- Section 5. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain or repair the system. By this easement the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by St Johns River Water Management System permit. Additionally the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage low of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District
- Section 6. Environmental Easement and Natural Retention Area. **(SEE AMENDMENT DATED 31 OCT 2000)**
- (a) Natural Retention Area. There shall be set aside a permanent vegetated natural buffer (“Buffer”) of varying width. This Buffer is part of the Surface Water or Storm Water Management System permitted by the St Johns River Water Management District. The purpose of this Buffer is to detain and treat storm water prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other

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than fence posts) are prohibited within the Buffer. The Buffer shall be maintained in its natural state without alteration. No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located. The Association shall have a non-exclusive perpetual right and easement on every Lot for purposes of restoring the Buffer to its natural state, as deemed necessary by the Association.

(b) Environmental Easement An easement is herein granted by the Association to enforce the limitations on the use of the Property within the Environmental Easement. The following are prohibited in the Environmental Easement: **(SEE AMENDMENT DATED 17 JAN 2004)**

- (I) Construction, placing buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
- (ii) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (iii) Removal or destruction of trees, shrubs, or other vegetation.
- (iv) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (v) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or acts or uses detrimental to such retention of land or water areas.

None of the above restrictions, however, will prevent the owner of any portion of the Environmental Easement, or the Dalton Woods Homeowners' Association Inc., from removing dead plant material, removing dead trees, removing hazardous trees or plants, or other maintenance required to promote the health, safety and welfare of the residents of Dalton Woods. **The Environmental Easement cannot be terminated or modified without the written consent of Marion County.**

Section 7. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's respective Lot

Section 8. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.

Section 9. Utility Easements. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary so as to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B membership) as his agents and

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attorneys-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

ARTICLE IV.  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in Association. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights In Association. The Association shall have two (2) classes of Voting Membership.

Class A. Class A. Members shall be all Owners, with the exception of, until conversion from Class B Membership, the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant who shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90%) of all Lots in all phases of Dalton Woods that will ultimately be operated by the Association have been conveyed to Owner's other than the Declarant. At such time the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article IV. Section 1.

ARTICLE V.  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each Lot within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and for the improvement and maintenance of the Common Areas including, but not limited to, the Surface Water and Storm Water Management System and for enforcement of the Declaration..

Section 3. Maintenance. The Association shall maintain the Common Areas and shall assume all of Declarant's responsibility to the County, its governmental and quasi-governmental subdivisions and similar entities of any land with respect to the Common Areas or the Property including, but not limited to, roads and water distribution systems, or any Surface Water or Storm Water Management System, and shall indemnify and hold Declarant harmless with respect thereto. Nothing contained herein shall obligate the Association, or otherwise make it responsible for, initial construction of improvements required by the County.

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Section 4. Fixing Common Assessments. **The Board of Directors of the Association shall be authorized to assess the Members in such amount as they shall determine necessary:**

- (a) to maintain, repair, improve, reconstruct and replace the Common Areas and any temporary Surface Water or Storm Water Management System, operate the Association, perform other maintenance, repairs, or services authorized or permitted by the Declaration; and
- (b) to provide for the maintenance of improvements, including, but not limited to, irrigation systems and landscaping lying within public or private rights-of-way; and
- (c) to install such safety devices and signs as the Board of Directors shall approve along any streets or walkways; and
- (d) to provide for the installation, maintenance, repair, improvement and replacement of all improvements located within the easements granted to the Association In Article III; and
- (e) to otherwise achieve those purposes set forth in Section 2 above, as determined to be necessary or advisable by the Board of Directors and to provide funds necessary to pay all Common Expenses.

The Common Assessment shall be allocated among the Owners, including the Declarant, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners. Notwithstanding the foregoing, for so long as Declarant is a Class B Member, the Declarant shall have the option, in its sole discretion to (i) pay Assessments on the Lots owned by it, or (ii) not to pay Assessments on any Lots and in lieu thereof to fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii) above, shall be the difference between (I) actual operating expenses of the Association (exclusive of capital improvement cost,, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines, rent and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to purchasers, other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

**The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve.**

Section 5. Assessments for Capital Improvements In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, of within the easements granted to the Association in Article III, including fixtures and personal property related thereto. **Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.** Notwithstanding the foregoing, the levy of any Assessment pursuant to this provision which would exceed for each Owner the total amount of the prior year's Common Assessment, will require a majority vote of all Non-Declarant Owners.

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- Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty-three and one-third percent (33 1/3 %) of the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.
- Section 7. Uniform Rate of Assessment. The Common Assessment and any Reconstruction Assessment and Capital Improvement Assessment must be fixed at a uniform rate for all Lots, except as to undeveloped Lots owned by the Declarant pursuant to Section 4 above, and may be collected on a monthly, semi-annual, quarterly or annual basis as determined by the Board of Directors.
- Section 8. Date of Commencement of Assessments; Due Date's. The Assessments provided for in this Article shall commence as to all Lots on the first day of the month next following the conveyance of the Common Area or the conveyance of the first Lot to an Owner other than Declarant, whichever shall occur first. The First Common Assessment shall be adjusted according to the number of months remaining in the calendar year. **Written notice of the Common Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as to third parties as of the date of its issuance.

ARTICLE VI.  
COLLECTION OF ASSESSMENTS

- Section 1. Monetary Defaults and Collection of Assessments
- (a) Late Fees and Interest. **If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid.** If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.
- (b) Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Common Assessments, for all Special Assessments, and for all other Assessments payable to the Association .
- (c) Lien for Assessments The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and

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payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

- (d) Collection and Foreclosure The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.
- (e) Subordination of Lien The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government, or the Declarant. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a Judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.
- (f) Unpaid Assessments Certificate Within fifteen (15) days after written request by any Owner or any Mortgagee holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Mortgagee a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

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- (g) Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

Section 2. Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner or any person residing with them or their employees, guests, or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

- (a) Impose a fine against the Owner or tenant as provided in Section 3 of this Article;
- (b) Commence an action to enforce the performance on the part of the Owner or tenant or for such equitable relief as may be necessary under the circumstances, including injunctive relief;
- (c) Commence an action to recover damages;
- (d) take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten(10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

Section 3 Fines **The amount of any fine shall be determined by the Board and shall not exceed One Hundred Dollars (\$100,00) per violation. The fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no such fine for a continuing violation shall exceed Fifty Dollars (\$50.00) a day** (with no cap on the aggregate amount of said fine). Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering

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written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The committee shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the committee's decision. Any fine levied against an Owner shall be deemed a Special Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant pursuant to Section 6 of this Article.

Section 4      Negligence An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Dwelling Unit or the Common Areas.

Section 5      Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Section 6      Right of Association to Evict Tenants, Occupants, Guests, and Invitees. With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property other than an Owner and the members of his immediate family permanently residing with him in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

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- Section 7. **No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.**
- Section 8. **Rights Cumulative.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.
- Section 9. **Enforcement By or Against other Persons.** In addition to the foregoing, this Declaration may be enforced by Declarant or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein to recover damages or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

ARTICLE VII.  
ARCHITECTURAL REVIEW

- Section 1. **Composition of Architectural Review Board.** The Declarant, acting in his own name, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in his 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 his sole and absolute discretion transfers such authority to the Association, the Association shall create a committee which shall thenceforth be and constitute the ARB.**  
**(SEE TRANSFER DATED 21 JAN 2004)**
- Section 2. **Scope of Review.** **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 Article VII. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.
- Section 3. **Submission of Plans.** 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 for 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.

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- Section 4. Plan Review. **Upon receipt by the ARB of all of the information required by this Article VII, 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 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**
- Section 5. Contingent Approval. 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.
- Section 6. Non-conforming Structure. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article VII 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.
- Section 7. 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.
- Section 8. Address of Notice. Requests for approval or correspondence with the ARB shall be addressed to the attention of the "Dalton Woods ARB", c/o Robert P. Drake, 1244 SE Fort King Street, Ocala, Florida 34471, 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.
- Section 9. Variances. **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 II 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. If such variances are granted in writing and approved 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 imposed by any governments or municipal authority.

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Section 10. Attorney 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 Article VII, Section 1, and shall be collectible as set forth in this Declaration.

ARTICLE VIII.  
EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Areas. For as long as Declarant is the Owner of any Lot, the Declarant hereby reserves unto itself the right to grant easements over, upon, under and across all Common Areas including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) by a specific designation of an easement on the recorded Plat of the Property;
- (b) by a reservation of specific statement provided for an easement in the deed of conveyance of a given Lot or Dwelling Unit; or
- (c) by a separate instrument, said instrument to be subsequently recorded by the Declarant.

ARTICLE IX.  
COVENANTS AGAINST PARTITION AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed. The Declarant shall convey the Declarant's interest in the Common Areas to the Association.

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ARTICLE X.  
AMENDMENTS TO DECLARATION

- Section 1. General Amendments. **This Declaration may be amended only by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership.** No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee. **(107 Votes Required)**
- Section 2. Additional Requirements for Amendments. Any amendment to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District, notwithstanding any other provisions contained herein.

ARTICLE XI.  
SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM

- Section 1. Responsibility for Surface Water or Storm Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage water storage, conveyance or other surface water or storm water management capabilities permitted by the St Johns River Water Management District The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management systems shall be as permitted, or as modified, or as approved by the St. Johns River Water Management District.
- Section 2. Enforcement. The St Johns River Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.
- Section 3. Additional Requirements for Amendments. Any amendments to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the St Johns River Water Management District, notwithstanding any other provisions contained herein.

ARTICLE XII.  
GENERAL PROVISIONS

- Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. 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.

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Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded.

Section 4. Right of Association to Merge. The Association retains the right to merge with any other property owners association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the County, which amendment shall set for the legal description of the Property to which this Declaration, as amended shall apply. The amendment shall further have attached to it a resolution of this Association and the property owners association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

- (a) That a meeting of the Association was held in accordance with its Bylaws.
- (b) That a two-thirds (2/3) vote of the Membership approve the merger.

The forgoing certificates when attached to the amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 5. FHA/VA Approval. If any mortgage encumbering any Dwelling Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration then upon written demand to the Association by either such agency, the following action, if made by Declarant or if made prior to the completion of seventy-five percent (75%) of the Dwelling Units which may be built with the Property must be approved by either such agency: (i) any annexation of additional property (ii) any mortgage, transfer or dedication of any Common Area; (iii) any amendment to this Declaration the Articles or the Bylaws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by this Declaration; provided however such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions or is required to comply with the requirements of any Institutional Lender or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

Section 6. Transfer of Assets to Local Government. The Association may, upon a two-thirds vote of the Members, transfer all assets of the Association, including Common Areas, to the local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Association property to standards and conditions required by the local government.

Section 7. Litigation. In any litigation arising out of, or relating to, these Covenants and Restrictions the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
DALTON WOODS

DATED this 15 day of August, 2000.

Signed and delivered in our presence as witnesses:

Debbie Crabb  
Name: Debbie Crabb \_\_\_\_\_ Print  
Doreen Rockwell  
Print Name: DOREEN ROCKWELL

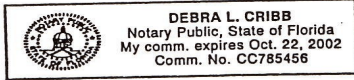
Robert P Drake  
ROBERT P. DRAKE, Individually and as Trustee

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing DECLARATION OF COVENANTS AND RESTRICTIONS FOR DALTON WOODS was acknowledged before me by ROBERT P. DRAKE, Individually and as Trustee, who is,

Personally known to me, OR  
 Produced \_\_\_\_\_ as identification.

Dated: this 15 day of August, 2000.



Debra L Crabb  
Print Name Debra L. Crabb  
Notary Public, State of Florida  
Commission Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_