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THIS INSTRUMENT WAS PREPARED BY:
JOHN C. TRENTELMAN, Attorney
207 N. Magnolia Ave.
Ocala, FL 34475



DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
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MARION COUNTY

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DEER PATH, PHASE I**

THIS DECLARATION, made this 9th day of December, 1999, by **Murphy Development of Ocala, Inc.**, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of Deer Path, Phase I, a subdivision as evidenced by plat thereof recorded in Plat Book 5, page 97, public records of Marion County, Florida, and

WHEREAS, Declarant desires to subject portions of said real property to the provisions of this Declaration;

NOW THEREFORE, Declarant hereby declares that all of Deer Path, Phase I, as per plat thereof recorded in Plat Book 5, page 97, public records of Marion County, Florida, shall be held, sold and conveyed subject to the following reservations, easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, 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

1. "Association" shall mean and refer to the **DEER PATH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, its successors and assigns.

2. "Common Area" shall mean the real and personal property owned by the Association for the common use and enjoyment of the Owners. The common Area to be owned by the Association at the time of and upon recording of this Declaration shall consist of all drainage retention areas and drainage and utility easements, and all other common area, including entrance ways, until such time as the common areas are deeded to the county, as more particularly described

on the Plat of Deer Path, Phase I, as recorded in Plat Book 5, page 97, of the public records of Marion County, Florida. Additional real and personal property or interest therein may be conveyed by Declarant to the Association as Common Area, from time to time, by deed from Declarant to the Association or by amendment to this Declaration pursuant to Article VIII hereto and upon such amendment or deed being recorded such property shall become Common Area subject to all of the conditions, limitations and provisions hereof.

3. "Declarant" shall mean and refer to Murphy Development of Ocala, Inc., a Florida Corp., and any successor or assign to whom Declarant shall specifically transfer or assign its rights under this Declaration. The conveyance of lots or tracts in Deer Path, Phase I by Declarant, absent specific transfer or assignment of Declarant's rights under this Declaration shall not be deemed to convey, transfer or assign such rights.

4. "Institutional Lender" means a financial institution or other business entity authorized and routinely engaged in business as a lender in residential and/or commercial mortgage loan transactions.

5. "Lot" shall mean and refer to the parcels shown on the recorded plat of Deer Path, Phase I and identified as "lots".

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article VI, shall also mean and refer to any tenant, business invitee or guest of an owner or occupant of an owners property. For purposes of Article III, when more than one person or entity are co-owners of a lot, each shall be a member of the Association, but the single vote for such lot shall be exercised by a natural person designated in the manner provided in the Associations' By-Laws.

ARTICLE II

Owners' Rights in Common Areas

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provision:

- (A) The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Area or any portions thereof in accordance with the provisions of the Associations' By-Laws.
- (B) The right of the Association to charge reasonable fees for the use of any Common Area facility now or hereafter situated or constructed upon the Common Areas.
- (C) The right of the Association to suspend the right to use of the Common Area, by

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an owner for any period during which any assessment against that owner's lot, remains unpaid, and for any infraction by an Owner of the Associations' published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

- (D) The right of the Association to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to electric, water, sewer, gas, cable television and telephone utilities.
- (E) The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Associations' By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Area granted in this paragraph (E) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Area provided in paragraph (D) above.
- (F) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any owner or the holder of any mortgage, irrespective of when executed, given by Declarant or owner encumbering any lot.

2. Declaration of Use. Any owner may delegate his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, social and business invitees and contract purchasers in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an owner's right of enjoyment to the Common Areas as may be contained in the Associations' published rules and regulations respecting the same.

ARTICLE III

Association Membership and Voting Rights

- 1. Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a lot in Deer Path, Phase I.
- 2. The Association shall have two classes of voting membership:

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Class A. Class A members shall be all owners with the exception of the Class B member and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members but the vote for such lot shall be exercised by one of their number designated the manner provided in the Associations' By-Laws and in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to five votes for each lot owned until such time as the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership. The Class B membership shall cease and be converted to Class A membership (1) at such time as the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or (2) upon voluntary or involuntary desolation of the Association (and prior to any distribution of the assets thereof), whichever first occurs.

ARTICLE IV

Covenant for Common Area Improvement and Maintenance and for Assessments

1. Creation of the Obligation for Assessments. The Declarant for each lot owned in Deer Path, Phase I, hereby covenants, and each owner of any lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the annual assessments and any special assessments levied in accordance with the provisions of the Associations' By-Laws, and (b) specific assessments against any particular lot which are established pursuant to the terms of Article V of this Declaration. All such assessments together with interest, costs and reasonable attorney's fees will be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the owner of such lot at the time the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

2. Purpose of Assessments. The annual and any special assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Common Area, and for purposes incidental thereto, including the cost of ad valorem taxes and insurance for the Common Area, management and professional services. The purpose is also for expense of entry lights, street lights, and maintenance of the entry grounds and signs.

3. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any special assessments levied upon each lot and the dates at which the same are to be paid shall be determined as provided in the Associations' By-Laws.

4. Lien for Assessments; Attachment and Priority. The sums assessed against a lot

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pursuant to this article, together with interest, costs and reasonable attorney's fees as provided herein, shall be secured by a lien on such lot or unit in favor of the Association. The lien for annual assessment shall attach as of 12:01 A.M. on January 1st of the year for which each such assessment is made. The lien for special assessments and specific assessments shall attach upon the recording of a notice of special assessment thereof in the public records of Marion County, Florida, setting forth the amount of the lien and a description of the lots encumbered thereby.

Such lien shall be superior to all other liens and encumbrances on such lot, except only for:

- (a) Liens for ad valorem taxes or other governmental liens given priority by federal or state statute; and
- (b) The liens for sums unpaid on (1) a first mortgage in favor of an institutional lender, (2) any other mortgages in favor of the holder of such first mortgage, or (3) any mortgage to Declarant, which have been recorded in the public records of Marion County, Florida, prior to the attachment of such assessment lien, and the purchaser at a sale in foreclosure of any such mortgages or any such mortgagee that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attach subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

All other persons acquiring liens or encumbrances on any lot after this Declaration is recorded in the public records of Marion County, Florida, shall be deemed to consent that such liens or encumbrances shall be inferior to any existing or future liens for assessments as provided herein, whether or not prior consent and agreement to subordination be specifically set forth in the instrument creating such lien or encumbrance.

5. Effect of Nonpayment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from due date at a rate determined by the Board of Directors and specified in the notice of such assessment. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot against which such assessment was made. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

6. Limitation Upon Assessments. Notwithstanding the provisions herein above and the provisions of the Associations' By-Laws respecting annual assessments, special assessments and the determination of the amounts thereof, Declarant specifically covenants and agrees and each owner of any lot, by acceptance of the deed therefor is deemed to have covenanted and agreed with the Declarant that:

- (A) The amount of the annual and special assessments for the calendar year 2000 levied upon any lot owned by the owner rather than Declarant shall not exceed \$100.00 for each lot owned.

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- (B) The amount of the annual and special assessments for the calendar year 2001 levied upon any lot owned by an owner other than Declarant shall not exceed \$100.00 for each lot owned.
- (C) Declarant shall be excused from paying any annual or special Assessments levied for calendar years 2000 and 2001 on lots owned by Declarant, but shall be obligated to pay each said year the amount by which the Associations' expenses incurred during such year exceed the amount receivable by the Association from annual or special assessments, from the owners other than Declarant. The obligation of Declarant hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments.

ARTICLE V

Covenant for Continued Maintenance of Easements in Deer Path, Phase I

The drainage easements and other common areas in the subdivision as shown on the plat thereof recorded at Plat Book 5, page 97, of the public records of Marion County, Florida are a portion of the Common Area required to be repaired and maintained by the Association. The Declarant for each lot in Deer Path, Phase I, hereby covenants, and each owner of any lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said easements by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in the said Article IV.

ARTICLE VI

Development and Use Restrictions and Obligations

1. **Lot and Tract Development, Site and Structure Design Approval.** No change in topography of any lot or tract nor the removal or destruction of any existing tree eighteen inches in diameter measured four feet from the ground nor the constructions of any building, fence, wall or other structure of any kind nor the installation of any utility or other service shall be commenced, erected or maintained on any lot or tract, nor shall any exterior addition to or change or alteration therein be made until a site plan for such lot or tract showing all proposed changes in topography and vegetation and detailed plans and specification showing the nature, kind, shape, height, materials, external colors and location of any building, fence, wall, or other structure shall have been submitted to and approved in writing by the Deer Path, Phase I Design Approval Committee, its successors and assigns and a copy of such plans as finally approved deposited for permanent record with the committee.

The Deer Path, Phase I Design Approval Committee shall consist initially of Jerry R. Murphy and Katherine Kaufman and communications to the Committee shall be addressed to P.O.

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P.O. Box 4469, Ocala, Florida 34478. The Board of Directors of the Association shall have the right at any time and from time to time to remove any member or to designate additional or successor members, provided that any change in the membership of the committee shall be effective only upon executing and reporting of a notice evidencing such change, setting forth the names of all persons who are to be members of the committee on and after the effective date of such notice and executed and acknowledged by the President of the Association. The committee shall, in no instance, be comprised of less than two persons, neither of whom shall be required to own property in Deer Path, Phase I. The requirement of written approval by the Committee shall be conclusively deemed satisfied by letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by one or more of the members of record of the committee as of the date of acknowledgment. The death or incompetency of any member of the committee shall terminate membership on the committee and rights and authority vested in the committee shall be exercised by the remaining member or members thereto until such time as a successor is appointed in accordance with the provisions of this paragraph.

The owner of any lot or tract desiring to alter the existing topography thereof, the existing vegetation thereon or to erect, place, construct or alter a building or structure thereon shall submit detailed plans and specifications reflecting such proposed alteration in topography, vegetation or structure which must include:

- (A) A Site plan showing all proposed alterations of topography and vegetation, and the dimensions and location of all buildings, fences, walls, driveways, walks, utility easements or other improvements to be erected on or under such lot or tract.
- (B) Foundation plan, floor plan, and exterior elevations of all structures (including the dimensions thereof).
- (C) The description of the exterior color schemes and materials to be employed in all structures. Also description of landscaping.

Such plans and specifications shall be submitted in writing for approval over the signature of the owner of the lot or his duly authorized agent (with written evidence of such authority).

Committee approval of such plans and specifications may be withheld not only because of their noncompliance with any specific restrictions contained in this declaration but also by reason of the reasonable dissatisfaction of the committee with the grading plan, location of the structure on the building site, the engineering, color scheme, finished design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or addition or remodeling the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, an apparent unrealistic anticipation of costs or excessive period of construction, or because the committees' reasonable dissatisfaction with any or all other matters or things which, in the judgment of the committee, would render the proposed changes in topography, vegetation or structure inharmonious or aesthetically inconsistent with general plan of improvement of Deer Path, Phase I or with the structures erected on other lots or tracts in the immediate vicinity of the lot or tract on which such improvement is proposed to be made.

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Written approval by the committee shall be deemed valid for a period of one year and all construction so approved must be completed within one year.

The approval of the committee for use of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the committee of such right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots or tracts.

If after plans and specifications have been approved there is any change in topography or vegetation or any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon a lot or tract otherwise than approved by the committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the committee ever having been obtained as required by these restrictions and shall constitute a breach thereof.

If after commencement of any approved change in topography or vegetation or approved construction or alteration of any building, fence or other structure, such work is abandoned for a period of twenty-one (21) days or is not prosecuted in a manner consistent with completion within the time estimated and approved for completion, then such abandonment or failure of diligent prosecution shall be deemed a violation and breach of the requirements of this Article VI.

Any member of the Deer Path, Phase I Design Approval Committee may from time to time at any reasonable hours or hours enter and inspect any improvements underway on any lot or tract as to compliance with the provisions hereof and shall not thereby be deemed guilty in any manner of trespass for such entry or inspection.

If, within thirty (30) days following submission of all plans, specifications, materials and information required herein (such period to commence only upon submission of all required information), the committee fails to take official action with respect to approval or disapproval of any plans and specifications submitted in conformity with the requirements hereof and receipted for in writing, then such approval will not be required, provided that the improvements shown by such plan and specifications are not in violation of any specific restrictions contained in this declaration and entail no variance permitted to be made by the committee under this declaration.

2. Lot Development: Restrictions and Limitations. The development of and the construction or maintenance of any improvement on each lot shall be subject to the following restrictions and limitations:

- (A) No building shall be erected, placed or permitted to remain on any lot other than one single family residential building . All buildings shall be constructed upon a poured concrete foundation.
- (B) No principal residential building shall contain less than 1500 square feet of living area, excluding attached garage, screen porch, attached greenhouses, covered patios

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or entryways. Each residence is required to have an enclosed double car garage, that must be used as a two car garage. Back yards may be fenced, but fences may not extend past the front of the house and be no higher than six (6) feet. All yards must be fully sodded with front landscaping, except, twenty (20) feet at rear of lot may be kept in its natural state, and must be approved by the Design Review Board. Mailboxes must match the residence. Out buildings must match the residence in color and style. No metal sheds will be permitted. Residence must have architectural shingles and a six (6) inch fascia.

- (C) No structure of a temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not prohibit temporary shelters used by a builder during the construction of permanent buildings, provided such temporary shelters may not at any time be used as residences or permitted to remain on the lot after completion of construction.
- (D) No part of any building, structure, wall or swimming pool shall be constructed nearer than twenty-five (25) feet from the front property line, nor nearer than fifteen (15) feet to any side street, and eight (8) feet to any interior lot line, or twenty-five (25) feet to the rear property line except that when any two or more adjacent lots are held in one ownership and a residence is built thereon in compliance with the other restrictions set forth herein, in such cases, such set back requirements may be ignored and the actual boundaries of ownership used in lieu thereof and thereafter such ownership shall be thereafter considered as one lot for the purpose of this restriction.
- (E) All electric, telephone, cable television or other utility extending on or across any lot or portion thereof shall be underground.
- (F) No stationary wire, clothes line, clothes racks, composter or similar objects or equipment shall be placed, erected or permitted to remain on the exterior portion of any lot without the prior written approval of the Deer Path, Phase I Design Approval Committee. For aesthetic reasons, no antenna tower shall be permitted on any lot without exception. Only satellite dishes of eighteen (18) inches or less, shall be permitted, provided same are completely screened from view by shrubbery or an appropriate wall conforming to the design of the other facilities constructed on the lot.
- (G) Construction of all buildings shall be in accordance with the Southern Standard Building Code or such other more stringent standards of Marion County, Florida as shall exist on the date of construction.
- (H) All culverts installed in the street rights of way in order to give access to individual lots shall be approved by the County Engineer or County Road Department or such other appropriate governmental agency or authority as may from time to time be appropriate as to size and specifications and shall be installed prior to

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commencement of any construction on the lot. All culverts shall be of such size, shape and design so as to enhance the appearance of the driveway entry and shall have concrete end caps. All driveways shall be concrete slab and shall be sixteen (16) feet wide. Any other alternative driveway material or design shall be subject to prior approval of Deer Path, Phase I Design Approval Committee.

3. Lot Use: Restrictions, Limitations and Obligations. The use of each lot shall be subject to the following restrictions, limitations and obligations.

- (A) Each lot shall be occupied and used for single family residential purposes only and no trade business or profession shall be pursued on any lot. Home offices may be allowed only with the written approval of the Association.
- (B) Absolutely no model offices without written permission from the Developer. Permission must be renewed each year. No commercial signs of any kind will be permitted on any lot except temporary architect and general building contractors site identification signs and signs identifying the trade name and legal name, which shall be not more than sixteen (16) square feet, shall be approved by the Deer Path, Phase I Design Approval Committee as to size, content and design and shall not be placed on any lot less than eight feet from the property line. Under no circumstances shall any sign be nailed to trees.
- (C) Each lot shall provide garbage and trash containers and shall not accumulate any garbage or trash on any lot except in such containers. Each lot owner shall utilize the services of the private or public refuse collection agency designated by the Association from time to time.
- (D) All motor vehicles, whether belonging to the owner of the lot, the owner's guest or business invitee, shall be parked on the owner's property and no on-street parking shall be permitted. Boats shall be stored in back yards only.
- (E) No abandoned junk or dismantled motorcycle, boat, trailer camper, travel trailer, recreational vehicle, or other powered or unpowered vehicle, including any private passenger vehicle may be parked or maintained on any lot. No motor homes shall be parked or stored on any lot. No commercial vehicle of any kind operated by a business invitee providing services to the premises shall be permitted to remain on any lot beyond the time necessary to provide the services contemplated. Commercial vehicles may not remain in driveways overnight.
- (F) Each lot owner shall maintain his premises and all improvements thereon in a clean, neat and attractive condition, shall keep his property free of accumulation of junk, trash, abandoned vehicles, used construction materials, equipment or other unsightly objects and shall not permit any natural or artificial feature on any lot to become obnoxious, overgrown or unsightly. If, in the judgment of the Deer Path, Phase I Design Approval Committee an owner fails to maintain improvements on

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a lot, permits accumulation of trash or junk or permits any lawn, fence, hedge, tree or landscaping feature to become obnoxious, overgrown, unsightly, or unreasonably high, the Association shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature, to remove such accumulation of junk or trash or to effect necessary repair and maintenance to the premises with the cost thereof to be billed as a specific assessment enforceable pursuant to the terms of Article VII of this Declaration.

- (G) No animals shall be kept or maintained on any lot except conventional household pets (dogs, cats, birds or fish), and then only in such number as not to constitute a hazard, nuisance, or annoyance to the owners of the adjoining lots. All animals permitted to be maintained on any lot shall be kept contained on and within the owner's property and shall be permitted in street rights of way or common areas only when under restraint. There shall be no commercial breeding of any kind.
- (H) No lot owner, his family, employees or social and business invitees shall make use of any lot in a manner which violates any laws, ordinances or regulations of any governmental authority having jurisdiction over the area or results in noxious or offensive activity or which is or may become a nuisance, source of embarrassment, discomfort or annoyance to other residents of Deer Path, Phase I.
- (I) No portion of any lot shall be used as a pedestrian or vehicular easement, or as a roadway otherwise used as a means of access, ingress or egress from one lot to another or from any platted road within the boundaries of the subdivision to any private easement, roadway or public road along the perimeters or outside the subdivision, or from any platted road within the subdivision to any property outside the subdivision, or from any road within the subdivision. This restriction shall not however, be deemed to preclude the use of portions of any lot as a driveway for access from a platted road within the subdivision to the residence or other buildings located upon said lot nor to preclude pedestrian and vehicular access by utility company employees along utility easements for the limited purpose of construction and maintenance of such utilities, or from use of any common area which may be designated for use as an interior access between or around the lots.

ARTICLE VII **Enforcement**

In the event any owner or agent of such owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles II, V and VI of this Declaration or in rules and regulations promulgated under authority of this declaration by the Association, the Association shall have the right, but not the obligation, to (a) suspend the right to use of the common area by that owner, the owner's family and guests during the period such violation or breach continues, (b) proceed at law or in equity to prevent the violation or breach and to compel compliance with the requirements of such Articles or rules and regulations, or (c) enter upon the property where such violation exists and summarily abate or remove the same at the expense of

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the owner, if, after ten days written notice of such violation to the owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative and failure to enforce any right, reservation, restriction or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

The authority to abate or remove an existing violation shall include, as respects a violation of an owner's representation and covenant to complete improvements within a specified time, the right to remove or to complete improvements undertaken but not diligently prosecuted by the owner.

In the event any owner of a lot believes such a violation or breach by any other property owner or agent of such owner exists and desires to secure an abatement of such violation or breach, such owner shall first notify the Association to exercise the rights of enforcement herein above granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such owner, individually, or jointly or severally with other owners of lots shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending owner.

In the event the Association elects to enter upon an individual lot where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual costs to the Association of such action plus fifty (50%) percent of such actual cost shall be payable by the owner of such lot to the Association upon demand and shall constitute a specific assessment enforceable in accordance with the provisions of Article IV of this Declaration.

All costs and expenses, including reasonable attorney's fee, incurred by the Association or a lot owner or owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles V, VI or VII or the rules and regulations promulgated under authority of this Declaration shall be borne by the lot owner adjudged in violation thereof, provided, however, that neither an institutional mortgagee that acquires a lot by foreclosure or deed in lieu of foreclosure, nor the purchaser at a judicial, clerks or tax sale shall become liable for costs, expenses or attorney's fees in any action to abate or remedy a violation arising or existing prior to its acquisition of the lot.

ARTICLE VIII

Amendments and Extensions to Other Property

1. Amendment by Declarant. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves unto itself, its successors and assigns for so long as Declarant is the owner of any undeveloped lot the sole right to:

- (A) Amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions set forth herein;
- (B) Amend this Declaration so as to modify, delete or add restrictions and limitations

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respecting the development and use of lots or tracts so long as such amendment shall conform to the general purposes and standards set forth herein;

- (C) Amend this Declaration for the purposes of designating additional common area, provided that such property is (i) owned by Declarant, and (ii) is or becomes a portion of the property subject to this Declaration at the time such amendment is recorded.
- (D) Amend or alter this Declaration or any part hereof in any other respect with the consent of a majority of the owners other than Declarant.

2. Amendment by Owners. Subject to the limitations set forth in Paragraphs 3 and 4, below, this Declaration may be amended by instrument executed by 75% of the owners and recorded among the public records of Marion County, Florida, a copy of which shall be furnished to the Association.

3. Mortgagee's Rights Preserved. No amendment to this Declaration shall affect the lien of the holder of any mortgage lien of record prior to such amendment without such Mortgagee's express written consent thereto and to the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect.

4. Limitation on Amendment. No amendment to this Declaration which modifies or purports to modify or affect in any way the rights, duties and/or obligations of Declarant granted or reserved hereunder or which, in the reasonable judgment of Declarant, adversely affects any other portion, phase or aspect of the development of Deer Path, Phase I shall be permitted without the express written consent of Declarant and to the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of no force and effect absent such consent.

ARTICLE IX **Reservations by Declarant**

1. Reservations for Development and Sale. Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the Declarant and for any public utility, private utility service company or residential construction contractor authorized by Declarant so to do, to maintain and carry on upon such portion of the common area or lot owned by Declarant as owner, as the Declarant may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the lots and tracts, including, but without limitation, business offices, material storage sites, signs and sales offices.

There is hereby specifically reserved to Declarant an easement for ingress, egress and use of the common area for the purposes herein expressed, which easement and right shall continue to exist in Declarant so long as Declarant is the owner of any unimproved lot in Deer Path, Phase I.

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2. Reservation of Right to Assign Rights. Declarant shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity as it shall elect. No such assignment shall require the written consent of any owner or of the Association and, in the event any such is assigned, the Assignee shall assume all obligations of Declarant so assigned and Declarant, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE X
Effect of Declaration: Duration

This Declaration as amended and supplemented from time to time as provided herein, shall, subject to the provisions hereof, be deemed to be covenants running with title to the property subject hereto and any part thereof and shall remain in full force and effect until January 1, 2020, and thereafter this Declaration shall be automatically extended for successive periods of ten (10) years each, unless during the six (6) month period preceding the end of such original term or of any such successive ten (10) year period, a written agreement signed and acknowledged by 75% of the owners changing, modifying, waiving or extinguishing any of the covenants, restrictions, reservations and easements provided for herein as to all or any part of the property is recorded in the public records of Marion County, Florida.

IN WITNESS WHEREOF, MURPHY DEVELOPMENT OF OCALA, INC., has caused this to be executed this 9th day of December, 1999.

Witnesses:

Victoria N. McCue
Victoria N. McCue

John C. Trentelman
John C. Trentelman

Murphy Development of Ocala, Inc.

By: Kathryn Kaufman
Kathryn Kaufman, President

FILE: 1999-112593
OR BOOK/PAGE: 2729/817

STATE OF FLORIDA

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COUNTY OF MARION

The foregoing instrument was acknowledged before me this 9th day of Dec., 1999, by Kathryn Kaufman, as President of Murphy Development of Ocala, Inc., who is personally known to me and who did not take an oath.

Victoria N. McCue

Notary Public, State of Florida

My commission expires: _____



Victoria N. McCue
MY COMMISSION # CC672440 EXPIRES
December 16, 2001
BONDED THRU TROY FAIR INSURANCE, INC.