

PREPARED BY,  
AND RETURN TO:

Kenneth R. Uncapher  
Carlton Fields, P.A.  
450 South Orange Avenue, Suite 500  
Orlando, Florida 32801

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
CERTAIN LOTS IN CITRUS SPRINGS VILLAGE "G"**

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CERTAIN LOTS IN CITRUS SPRINGS VILLAGE "G" (hereinafter referred to as the "Declaration") is made as of this 26th day of February, 2013, by **PNC Bank, National Association**, a national banking association, having an office at 201 East Pine Street, Suite 200, Orlando, Florida 32801 ("PNC") (the "Declarant"). Declarant declares hereby that the properties described in Article I of this Declaration are and shall be held, transferred, sold, conveyed, and occupied subject to the restrictive covenants hereinafter set forth.

1. PROPERTY SUBJECT TO THIS DECLARATION

The real property described as follows is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration:

**Lots 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70 and 71, CITRUS SPRINGS VILLAGE "G" – P.D., according to the Plat thereof as recorded in Plat Book 21, Page(s) 45, 46 & 47, of the Public records of Indian River County, Florida.**

all of which real property is herein referred to collectively as the "Properties" and each individual lot therein as a "Lot." The Properties are located in Indian River County, Florida.

2. DUTY TO CONSTRUCT SIDEWALKS FOR THE PROPERTIES

(a) It is the obligation and responsibility of each owner of a Lot ("Owner"), before a Certificate of Occupancy is obtained from Indian River County for the residence on that Owner's Lot, to construct, at each Lot Owner's sole cost and expense, any required sidewalks located on, adjacent to, or contiguous with each respective Lot as required pursuant to the approved subdivision plans and specifications for Citrus Springs Village "G".

(b) In the event, required sidewalks have not been constructed for each Lot included in the Properties by a date fifteen (15) years from the date of first recordation of this Declaration in the public records of Indian River County, Florida ("Completion Deadline"), Declarant or its successor in interest or successor in title shall be responsible for the cost of constructing those missing sidewalks.

(c) In the event of an assignment or other transfer of Declarant's ownership in any undeveloped Lots, the Declarant's successor in interest or successor in title assumes full liability and responsibility for performance of the obligations of the Declarant hereunder, and PNC shall be released from all additional responsibility.

(d) These provisions shall not be amended or modified without the express written consent of the Indian River County Board of County Commissioners ("IRC") or its designee.

### 3. ENFORCEMENT

(a) Compliance by Owners. Every Owner shall comply with the terms, provisions, restrictions, and covenants set forth herein.

(b) Enforcement. The Declarant and IRC shall have the right to enforce this Declaration and the covenants, restrictions, and provisions hereof. Enforcement of this Declaration and the covenants, restrictions, and provisions hereof may be accomplished by any proceeding at law or in equity, including, without limitation, an action for damages and injunctive relief. Failure to enforce any covenant, restriction, or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting or offending Owner shall be responsible for all costs incurred in enforcement of this Declaration, including, but not limited to, attorney, paralegal, and legal assistant fees, costs, and expenses, related fees, costs, and expenses, court costs, and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, or on appeal.

### 4. MISCELLANEOUS PROVISIONS

(a) Duration; Amendment.

(i) The covenants and restrictions of this Declaration shall run with and bind the Properties for a term ending on the Completion Deadline, except that the enforcement rights and remedies available to the interested parties granted rights hereunder shall extend for five (5) years after the Completion Date.

(ii) An amendment to this Declaration need be signed and acknowledged only by the Declarant and need not be approved by any Owner of any Lot or by the lienors or mortgagees of Lots, except that the provisions of Section 2 hereof shall not be amended or modified without the express written consent of IRC or its designee.

(iii) As long as Declarant owns any part of the Properties, the Declarant, with the joinder of IRC, shall have the right to amend this Declaration to correct any omission or error, or to effect any additional amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Declarant, materially and adversely affect substantial property rights of Lot Owners, unless the Owner of the affected Lot consents thereto in writing. An amendment of the Declaration pursuant to this section need be signed and acknowledged only by the Declarant and IRC, and the amendment shall contain a certification that the provisions of this section have been satisfied.

(iv) All amendments hereto shall be recorded in the Public Records of Indian River County, Florida, and shall not be valid until recorded.

(b) Severability. Invalidation of any one of these restrictive covenants or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

(c) Transferability of Declarant's Rights, Interests, and Obligations. It is specifically understood and agreed that Declarant may, but is not required to, sell all or a portion of the Properties, and in connection therewith, Declarant might assign to a third party all rights and obligations of Declarant hereunder. In such event, the successor declarant shall be the Declarant under this Declaration, the successor shall have all of the rights and does assume all the obligations of Declarant, and the original Declarant shall be released from all liability.

(d) Effective Date. This Declaration shall become effective upon its recordation in the public records of the county in which the Properties are located.

(e) Constructive Notice and Acceptance. Every person or entity that owns or acquires any right, title, or interest in or to any portion of the Properties, or any portion thereof shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires such right, title, or interest.

(f) Covenants Running With the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS IN INTEREST AND SUCCESSORS IN TITLE) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT, IF SUCH PROVISION OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

**EXECUTED** as of the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

**PNC Bank, National Association**, a national  
banking association

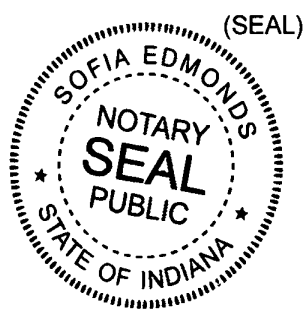
Sofia Edmonds  
Witness  
Sofia Edmonds  
(Please Print or Type Name)

By: Muriel E. Stanton  
Muriel E. Stanton, Vice President

Christopher B. Gribble  
Witness  
Christopher B. Gribble

STATE OF INDIANA \_\_\_\_\_ )  
COUNTY OF MARION \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 26th day of February, 2013, by Muriel Stanton, as Vice President of PNC Bank, National Association, a national banking association, on behalf of the entity, who is personally known to me or has produced \_\_\_\_\_ as identification.



Sofia Edmonds  
(Signature of Notary Public-State of Florida)  
Sofia Edmonds  
(Name of Notary Typed, Printed, or Stamped)  
EXP: 4/23/18