

FAIRVIEW ESTATES

RESTRICTIVE COVENANTS AND EASEMENTS

DECLARATION made this 31st day of July, 1984, by ZSMU Properties, a joint venture, hereinafter called the "Developer", and;

WHEREAS, the Developer is the owner of certain lands in Citrus County, Florida, subdivided as shown on the recorded plat thereof, recorded in Plat Book 12, Pages 49 through 60, inclusive, of the Public Records of Citrus County, Florida, and designated as FAIRVIEW ESTATES, and

WHEREAS, the Developer desires to provide for the preservation and the values of the properties and to provide for uniformity in architectural control, and

WHEREAS, it is the Developer's intention that the lands aforesaid be made subject to certain restrictive covenants upon the use of each and every parcel located therein;

NOW THEREFORE, the Developer declares that the aforesaid lands are held and shall be conveyed subject to:

(a) The following covenants and restrictions which shall run with the land for thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded.

(b) The covenants referred to in Article II Section D hereof, which shall be perpetual in duration.

ARTICLE I

ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board. There is appointed for the purposes and with the powers hereafter expressed, an architectural control board (the "ACB") whose initial members shall be Zacharias Mandravelis, N. A. Maloney, and Dr. Robert Moheban, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days said plans and specifications have been submitted to it, or in any event, ^{if} of no, ~~of~~ no, ^{it} to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant, nor shall they incur any liability for their actions or their failure to act.

Section 2. Construction. No building, fence, wall, swimming pool or other structure or landscaping shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition or change in, alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural criteria to be applied in determining whether to approve a design for

construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, driveways, fences and screen, and landscaping.

Section 3. Plans and Specifications. Plans and specifications for final approval shall include the following:

- (a) Complete plans and specification sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, and out buildings and walls or fences.
- (b) Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building (plus) elevations of walls and fences.

(c) A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.

(d) Manufactured or prefabricated homes shall not be approved by the ACD.

(e) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action. The ACB shall notify the owner in writing of the ACB's approval or disapproval within 30 days after the filing of plans and specifications and location within 45 days after submission of the plans to them, then such approval will not be required, but all other restrictions and conditions herein contained shall remain in force.

Section 6. Inspections. The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

ARTICLE II

GENERAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article II shall be applicable to the Properties. In addition to and not in lieu of the following General Use Restrictions, supplemental covenants may be filed contemporaneously herewith or at such time as the Declarant may deem appropriate.

Section 2. Uses and Structures. (a) No lot shall be used except for residential purposes and no structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, as permitted by county zoning laws.

(b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall any business of any kind or noxious or offensive activity be carried on upon any lot, within or without the dwelling; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(c) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation. The keeping of a mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water borne vehicle, shall only be maintained, stored, or kept on any building site if housed.

completely within a structure which has been approved by the ACB, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored at the site and in a manner approved by the ACB. To obtain approval of the ACT for the storage of such a vehicle, the property owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.

(d) Any electrical or mechanical equipment, and satellite TV reception dish, if otherwise visible from the road right-of-way, shall be shielded therefrom by shrubbery or by an enclosure. However, if and when such time as cable television service is available into the subdivision, television antennas and/or satellite reception dishes will no longer be permitted.

Section 3. Lot Area and Width. See Deck. Size of Building.

- (a) No structure shall be built on a lot having an area less than 20,000 square feet.
- (b) No structure shall be built or placed on a lot having a width of less than 100 feet (at the building or placement line of such structure). No structure shall be built or placed upon a lot nearer than: 35 feet to the front line; 45 feet to the rear lot line; 20 feet from the side lot line; 40 feet to the side street line or a corner lot.
- (c) Swimming pools shall not be constructed less than 10 feet from the rear and side lot lines.

(d) No residential structure shall be constructed which in less than 1360 square feet of living area excluding porches, patios, porches or similar covered unheated or uncooled area.

Section 4. Drilling and Mining, No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that not more than two dogs or two cats or other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 6. Fences and Hedges. No fence or wall shall be erected or maintained in the front beyond the front building setback line. No hedge over three (3) feet in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained which shall unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets.

Section 7. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on

the lots so as not to be visible from the road. All refuse receptacles, propane gas tanks and fuel oil tanks shall be so constructed, placed or screened so as not to be visible from any public roads.

Section D. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the Properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. Public and private utility companies servicing the Properties shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each Lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each building site for utility installation and maintenance where a greater easement has not been established by these Restrictions or the plat of the Properties. No changes of the elevation of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to the adjoining property.

Section D. Signs. No billboards, signboards or advertising devices shall be maintained on any lot except for one sign of not

more than five (5) square feet advertising the property for sale or rent, or signs used by the builder advertising the property during the construction and sales period or a professional sign of not more than 3-1/2 square feet. A professional sign shall not be illuminated except by nonflashing white light emanating from within or on the sign itself, and so shielded that it illuminates the face of the sign only. The Developer reserves the right to erect any sign of any size as permitted by the County to identify the development and to direct traffic.

Section 10. Parking. Owner shall provide adequate off street parking for the parking of automobiles owned by such owner and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way.

ARTICLE III

GENERAL PROVISIONS

Section 1. Violations and Enforcement. (a) Violations of any covenant or restriction may be remedied by the Developer, its successors and assigns or by any property owner in Fairview Estates and the reasonable expenses thereof shall be chargeable to the then Owner of the lot and be payable upon demand.

(b) Enforcement shall be proceedings at law or in equity brought by the Developer, its successors assigns or by the owner of any lot, against any person or persons violating or attempting to violate any covenants or to recover damages or both.

(c) The failure of the Developer to enforce any covenant or restriction herein or to remedy any violation thereof, at any time or from time to time, shall not constitute a waiver by the

Developer of those other provisions of these restrictive covenants.

Section 2. Severability. Invalidation of any of the aforesaid covenants and restrictions by judgment of court order shall in no way affect any of the other covenants which shall remain in full force and effect.

Section 3. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Developer so long as it is the owner of more than fifty (50%) percent of the lots described herein. This Declaration shall become effective upon its recordation in the Citrus County Public Records.

Section 4. Rezoning. So long as Developer, its successors or assigns, is the owner of fifty (50) percent or more of the lots subject to these restrictive covenants, the Developer on its behalf as well as its successors or assigns reserves the right to rezone a block or block of contiguous lots for multi-family, condominium or cluster housing, or similar higher density residential use so long as such block or blocks of contiguous lots are separated from adjacent properties by a street or some other similar buffer. Any such rezoning would be governed by the requirements of the authorities of Citrus County and to the extent that the rezoning was approved, these restrictive covenants as it pertains to set back, use, lot area and width are deemed amended to be consistent with the rezoning requirements of Citrus County. The foregoing right to amend to allow rezoning recognizes that

such rezoning may be conducive to improving the quality of life and the aesthetics of the development and to promote and enhance the value of the properties subject to those restrictive covenants.

IN WITNESS WHEREOF, ZSMD Properties, a joint venture, has hereunto set its hand this 31st day of July, 1984.

WITNESSES:

ZSMD PROPERTIES
a joint venture

Maria H. Freeman
Cheryl A. Cyn

[Signature]
BY Charles Mandravellis
General Partner

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Zacharias Mandravellis, a general partner of ZSMD Properties, a joint venture, to me known to be the person described in and who executed the foregoing covenants and restrictions, and acknowledged before me that he executed same for the uses and purposes therein expressed.

on 31st day of July, 1984.

Maria H. Freeman
Notary Public
December 13, 1983

My Commission Expires:
(LEAL)

RECORDED BY
J. Frankly
JUL 31 1984

This Instrument Prepared by:
Carl A. Bentock
537 East Park Ave.
M 1 -

AMENDMENT TO FAIRVIEW ESTATES
RESTRICTIVE COVENANTS AND EASEMENTS
AS RECORDED IN OR BOOK 647, PAGE 1667-1676, INCLUSIVE
OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

These amendments are made this 22nd day of June
19 74, by ZSMU PROPERTIES, a Florida joint venture,
hereinafter called the "Declarant"; and,

WHEREAS, the Declarant is the owner/developer of certain
lands in Citrus County, Florida, subdivided as shown on the
recorded plat thereof, recorded in Plat Book 17, Pages 49
through 60, inclusive of the Public Records of Citrus County,
Florida, on January 14, 1968, and designated as FAIRVIEW
ESTATES; and,

WHEREAS, the Declarant has caused to be recorded in the
Public Records of Citrus County in OR Book 647, Pages 1667 -
1676, inclusive, Restrictive Covenants and Easements affecting
said Fairview Estates subdivisions; and,

WHEREAS, said restrictive covenants provide in Article
III, Section 3 that the original Declaration of covenants,
restrictions, easements, charges and liens of the agreement can
be amended, changed, added to derogated or deleted at any time
by an instrument executed by the developer so long as it is the
owner of 50 percent of the lots described therein; and

WHEREAS, in fact the Declarant is the owner of all lots
in Fairview Estates subdivision except three, which lots are
owned by two individuals who have or will have executed

Joinders to this Amendment to Restriction; and,

WHEREAS, the Declarant desires to provide for the
preservation of the value of the property, uniformity and
architectural control, and to create a Property Owners
Association which shall be known as Fairview Estates at Citrus
Hills Property Owners Association, a non-profit corporation,
(hereinafter called the "Association"); and,

WHEREAS, it is necessary to provide that membership in
said Association will be required by the property owners in the

Fairview Estates subdivision and it is necessary to establish voting rights and provide for the levying of maintenance assessments and the creation of liens for such assessments in the event they are not paid as provided for in the by-laws of the Association and,

WHEREAS, it is the desire of the Declarant to make certain under other amendments to the existing restrictions in order to provide for a more uniform plan for the protection of property values and the enhancement of the aesthetics in the subdivision and the quality of life to be established for the benefit of residents in the Fairview Estates subdivision,

NOW THEREFORE, SSMD Properties, the Declarant herein, amends the existing restrictions in the following manner by adding a definition section to Article I which shall read as follows:

"Definitions"

The following words when used in this Declaration and amendments thereto, (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the FAIRVIEW ESTATES AT CITRUS HILLS PROPERLY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.

(b) "Architectural Control Board" or "ACB" shall mean and refer to the architectural control board who shall replace the initial members and shall be comprised of Samuel A. Tampa, Sr., Gerald O. Nash and John Waller, and their successors as created in Article I herein.

(c) "Lot(s)" shall mean and refer to the platted lots in the Fairview Estates subdivision as shown and depicted thereon.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or the purchaser or purchasers of said lot by agreement for deed, which agreement for deed is current and in good standing at such time as the voting rights are intended to be exercised by said purchaser.

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BOOK 704
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(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

(f) "Declarant" shall mean and refer to ISMD PROPERTIES, A JOINT VENTURE or its successors and assigns.

(g) "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, electricity, gas or television cable to the properties.

(h) "Living Space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, carports and the like.

Section 1. of Article I remains unchanged except for the designation of subsequent members of the Architectural Control Board as noted herein. The remaining sections of Article I are unchanged by these amendments.

Article II, General Use Restrictions, shall be amended by revising Section 3 to read as follows:

"Section 3. Lot Area and Width. Set Back. Size of Building. Prohibitions Against Subdividing Platted Lots.

(a) No platted lot shall be further subdivided for residential use unless such further subdivision of the property is to increase the size of existing platted lots. It is the intent of this prohibition to restrict the property to one residence per acre or larger parcel. Any further subdivision or dividing of properties in order to increase the size of a residential parcel shall be only done with the approval and consent of the Architectural Control Board.

(b) No structure shall be built or placed upon a lot nearer than 35 feet to the front line, 45 feet to the rear lot line, 35 feet from the side lot line and 40 feet to the side street line or corner lot.

(c) Swimming pools shall not be constructed closer than 10 feet from the rear and side lot lines.

(d) No residential structure shall be constructed which is less than 1,650 square feet of living area excluding carports, patios, porches or similar covered unheated or

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Jennifer Pickens 4-15-11

uncooled areas. This specific provision shall not apply to the residences on lots 18, 19 and 20 in Block A which residences were in existence at the time of this Amendment.

Sections 4, 5, 6 and 7 remain unchanged.

Section 8. "Easements" shall be amended to read as follows: Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. Public and private utility companies servicing the properties shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each platted lot for utility installation and maintenance where an easement has not previously been established by the dedications on the plat of the properties.

Sections 9 and 10 shall remain unchanged.

A new Section 11 is created captioned: "Changes in Lot Elevation" which shall read as follows:

No changes in the elevation of any lot shall be made which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining lots.

Article III will become Article VI and a new Article III is created which shall read as follows:

"Membership and Voting Rights in the Association"

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, or a

purchaser under an Agreement for Deed, as those terms are defined in the Declaration, shall be a member of the Association.

Section 2. Voting Rights. Each owner of a residential lot or lots shall be entitled to one vote for each lot owned. Notwithstanding any provision to the contrary, the Declarant shall have the right to vote a majority of the votes cast at any meeting of the Members for three (3) years after recording of the Declaration, or until the Declarant waives the right to elect a majority of the Board of Directors by an instrument in writing. When persons other than the Declarant own 25 percent or more of the lots in the property, they shall be entitled to elect one member to the Board of Directors. Declarant shall have the right to elect one (1) member of the Board of Directors at the annual meeting until such time as Declarant no longer holds the title to any portion of the Properties.

Article IV, "Security and Maintenance of Public Right of Ways" shall read as follows:

The Association may, in its discretion, provide security for the property as well as to provide supplemental maintenance repairs and replacement of the public's right of way and appurtenances thereto that are located on the properties which can include but is not limited to landscaping, paving, drainage, as well as street lighting. All work pursuant to this article shall be paid for through assessments imposed in accordance with Article V hereof.

Article V, "Covenant for Maintenance Assessments" shall read as follows:

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Declarant, covenants and each Owner of any Lot or Lots shall by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), such Annual and Special

Assessments to be established and collected as hereinafter provided.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, maintenance and public rights-of-way located within the Properties (to the extent not provided for by municipal, county and state government), provide for the staff and expenses, if any, of the ACB and the enforcement of the Restrictions hereby imposed, provide security services to the Properties, and, such other services which the Association is authorized to provide.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sum calculated in accordance with the following schedule:

Platted Residential Lot	\$75.00
Any platted lot further divided	
shall pay its pro rata portion of	\$75.00

Until 1990, the maximum Annual Assessment may not be increased by more than 5 percent above the maximum assessment for the previous year.

From and after 1990, the maximum Annual Assessment may not be increased more than 3 percent above the previous years assessment except by a vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose, although such action may be taken at the annual meeting of the members if prior notice thereof is given to the membership of the intention to request an increase above that amount for the next year.

Section 4. Notice and Quorum for Any Action Authorized

Under Section 3. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than 10 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 33 percent of all the

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Platted Residential Lot

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 the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1, 1987. The amount of the assessment for the first year shall be \$75.00. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due dates and time for payment which may be monthly, quarterly, semi-annually, or annually shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified lot has been paid. Persons acquiring lots from Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the lot.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a continuing lien on the Lot against which each such Assessment was made. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the

date when due at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the lot or lots on which the assessment is unpaid, or may foreclose the lien against the lot or lots on which Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and cost of preparing and filing the claim of lien, the complaint in such action and the suit thereon.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots including the lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 8. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such

BOOK 704-06-24-85

Sanctus Records 4-25-88

BOOK 704 - 06-24-86

Florida Rules 6-25-86

lot provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such Assessments as to Lots that it owns thereby automatically terminating its obligation to fund deficits in the operating expenses of the Association.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, shall be held by the Association in trust for the Owners as their interest may appear.

Except as modified or amended herein, the existing Restrictive Covenants and Easements recorded in OR Book 667, Pages 1667 - 1676, inclusive, of the Public Records of Citrus County, Florida, are confirmed by the Declarant.

IN WITNESS WHEREOF, ISMD Properties, a joint venture, has hereunto set its hand this 24th day of June, 1986.

WITNESSES:

Deanne DeChaf
City Clerk

ISMD PROPERTIES, a joint venture, the Declarant
Richard Mandravello
By: *Richard Mandravello*
Managing Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared *Richard Mandravello*, known to me to be the person described in and who executed the foregoing instrument as managing partner of ISMD Properties, a joint venture. He acknowledged before me that he executed the instrument as the act and deed of the partnership for the use and purposes therein mentioned.

WITNESS my signature and official seal in the County and State last aforesaid, this 24th day of June, 1986.

Richard Mandravello
Notary Public
Notary Commission Expires *1/1/88*
SEAL

VERIFIED BY: *[Signature]* D.C.

86 JUN 24 PM 4 42

FILED & RECORDED
CITRUS COUNTY, FLORIDA
TALLAHASSEE, FLA

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1000 704ms1474

This instrument was prepared by
Carl A. Gutsch, Esq.
457 E. Park Ave.
Tallahassee, Fla 32301

AMENDMENT TO FAIRVIEW ESTATES
RESTRICTIVE COVENANTS AND EASEMENTS
AS RECORDED IN OR BOOK 647, PAGES 1667-1676, INCLUSIVE
OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

These amendments are made this 20th day of June, 1900, by ZAND PROPERTIES, a Florida joint venture, hereinafter called the "Declarant"; and,

WHEREAS, the Declarant is the owner/developer of certain lands in Citrus County, Florida, subdivided as shown on the recorded plat thereof, recorded in Plat Book 12, Pages 49 through 60, Inclusive of the Public Records of Citrus County, Florida, on January 10, 1903, and designated as FAIRVIEW ESTATES; and,

WHEREAS, the Declarant has caused to be recorded in the Public Records of Citrus County in OR Book 647, Pages 1667 - 1676, Inclusive, Restrictive Covenants and Easements affecting said Fairview Estates subdivision; and,

WHEREAS, said restrictive covenants provide in Article III, Section 3 that the original Declaration of covenants, restrictions, easements, charges and liens of the agreement can be amended, changed, added to derogated or deleted at any time by an instrument executed by the developer so long as it is the owner of 50 percent of the lots described therein; and

WHEREAS, in fact the Declarant is the owner of all lots in Fairview Estates subdivision except three, which lots are owned by two individuals who have or will have executed Joinders to this Amendment to Restriction; and,

WHEREAS, the Declarant desires to provide for the preservation of the value of the property, uniformity and architectural control, and to create a Property Owners Association which shall be known as Fairview Estates at Citrus Hills Property Owners Association, a non-profit corporation, (hereinafter called the "Association"); and,

WHEREAS, it is necessary to provide that membership in said Association will be required by the property owners in the

Fairview Estates subdivision and it is necessary to establish voting rights and provide for the levying of maintenance assessments and the creation of liens for such assessments in the event they are not paid as provided for in the by-laws of the Association) and,

WHEREAS, it is the desire of the Declarant to make certain under other amendments to the existing restrictions in order to provide for a more uniform plan for the protection of property values and the enhancement of the aesthetics in the subdivision and the quality of life to be established for the benefit of residents in the Fairview Estates subdivision.

NOW THEREFORE, ZOND Properties, the Declarant herein, amends the existing restrictions in the following manner:

By adding a Definition section to Article I which shall read as follows:

"Definition"

The following words when used in this Declaration and amendments thereto, (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the FAIRVIEW ESTATES AT CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.

(b) "Architectural Control Board" or "ACB" shall mean and refer to the architectural control board who shall replace the initial members and shall be comprised of Samuel A. Tamposi, Sr., Gerald Q. Nash and John Waller, and their successors as created in Article I herein.

(c) "Lot(s)" shall mean and refer to the platted lots in the Fairview Estates subdivision as shown and depicted thereon.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or the purchaser or purchasers of said lot by agreement for deed, which agreement for deed is current and in good standing at such time as the voting rights are intended to be exercised by said purchaser.

(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

(f) "Declarant" shall mean and refer to ZAMP PROPERTIES, A JOINT VENTURE or its successors and assigns.

(g) "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, electricity, gas or television cable to the properties.

(h) "Living Space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, carports and the like.

Section 1. of Article I remains unchanged except for the designation of subsequent members of the Architectural Control Board as noted herein. The remaining sections of Article I are unchanged by these amendments.

Article II, General Use Restrictions, shall be amended by revising Section 3 to read as follows:

"Section 3. Lot Area and Width. Net Deck. Size of Building. Prohibitions Against Subdividing Platted Lots.

(a) No platted lot shall be further subdivided for residential use unless such further subdivision of the property is to increase the size of existing platted lots. It is the intent of this prohibition to restrict the property to one residence per acre or larger parcel. Any further resubdivision or dividing of properties in order to increase the size of a residential parcel shall be only done with the approval and consent of the Architectural Control Board.

(b) No structure shall be built or placed upon a lot nearer than 35 feet to the front line, 45 feet to the rear lot line, 25 feet from the side lot line and 40 feet to the side street line or corner lot.

(c) Swimming pools shall not be constructed closer than 10 feet from the rear and side lot lines.

(d) No residential structure shall be constructed which is less than 1,650 square feet of living area excluding carports, patios, porches or similar covered unheated or

uncooled areas. This specific provision shall not apply to the residences on lots 10, 19 and 20 in block A which residences were in existence at the time of this Amendment.

Sections 4, 5, 6 and 7 remain unchanged.

Section 8. "Easements" shall be amended to read as follows: Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. Public and private utility companies servicing the properties shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each platted lot for utility installation and maintenance when an easement has not previously been established by the dedications on the plat of the properties.

Sections 9 and 10 shall remain unchanged.

A new Section 11 is created captioned: "Changes in Lot Elevation" which shall read as follows:

No change in the elevation of any lot shall be made which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining lots.

Article III will become Article VI and a new Article III is created which shall read as follows:

"Membership and Voting Rights in the Association"

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, or a

purchaser under an Agreement for Deed, or those terms are defined in the Declaration, shall be a member of the Association.

Section 2. Voting Rights. Each owner of a residential lot or lots shall be entitled to one vote for each lot owned. Notwithstanding any provision to the contrary, the Declarant shall have the right to vote a majority of the votes cast at any meeting of the Members for three (3) years after recording of the Declaration, or until the Declarant waives the right to elect a majority of the Board of Directors by an instrument in writing. When persons other than the Declarant own 25 percent or more of the lots in the property, they shall be entitled to elect one member to the Board of Directors. Declarant shall have the right to elect one (1) member of the Board of Directors at the annual meeting until such time as Declarant no longer holds the title to any portion of the Property.

Article IV, "Security and Maintenance of Public Right of Ways" shall read as follows:

The Association may, in its discretion, provide security for the property as well as to provide supplemental maintenance repairs and replacement of the public's right of way and appurtenances thereto that are located on the properties which can include but is not limited to landscaping, paving, drainage, as well as street lighting. All work pursuant to this article shall be paid for through assessments imposed in accordance with Article V hereof.

Article V, "Covenant for Maintenance Assessments" shall read as follows:

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Declarant, covenants and each owner of any lot or lots shall by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), such Annual and Special

Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, maintenance and public rights-of-way located within the properties (to the extent not provided for by municipal, county and state government), provide for the staff and expenses, if any, of the ACH and the enforcement of the restrictions hereby imposed, provide security services to the properties, and, such other services which the Association is authorized to provide.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

Platted Residential Lot \$75.00

Any platted lot further divided
shall pay its pro rata portion of \$75.00

Until 1990, the maximum Annual Assessment may not be increased by more than 5 percent above the maximum assessment for the previous year.

From and after 1990, the maximum Annual Assessment may not be increased more than 5 percent above the previous year assessment except by a vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose, although such action may be taken at the annual meeting of the members if prior notice thereof is given to the membership of the Association to request an increase above that amount for the next year.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than 10 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 35 percent of all the

voted 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 the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on January 1, 1907. The amount of the assessment for the first year shall be \$75.00. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date and time for payment which may be monthly, quarterly, semi-annually, or annually shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the particular lot has been paid. Persons acquiring lots from decedent or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the lot.

Section 6. Collection of Assessment; Effect of Non-payment of Assessment; the Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a continuing lien on the lot against which each such Assessment was made. Any individual who acquires title to a lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such lot.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the

date when due at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the lot or lots on which the assessment is unpaid, or may foreclose the lien against the lot or lots on which assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and cost of preparing and filing the claim of lien, the complaint in such action and the suit thereon.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder.

Section 7. Subordination of the Lien to Mortgage. The lien of the Assessment provided for in this Article V. shall be subordinate to the lien of any Institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An Institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 8. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such

lot provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such Assessments as to Lots that it owns thereby automatically terminating its obligation to fund deficits in the operating expenses of the Association.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, shall be held by the Association in trust for the Owners as their interest may appear.

Except as modified or amended herein, the existing Restrictive Covenants and Easements recorded in OM Book 647, Pages 1667 - 1676, inclusive, of the Public Records of Citrus County, Florida, are confirmed by the Declarant.

IN WITNESS WHEREOF, ZENO Properties, a joint venture, has hereunto set its hand this 20th day of June, 1986.

WITNESSES:

Deanne P. Pichard
Gay Hoffman

ZENO PROPERTIES, a joint venture, the Declarant

[Signature]
Charles Mandravella
Managing Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared Charles Mandravella, known to me to be the person described in and who executed the foregoing instrument as managing partner of ZENO Properties, a joint venture. He acknowledged before me that he executed the instrument as the act and deed of the partnership for the uses and purposes therein mentioned.

IN WITNESS my signature and official seal in the County and State last aforesaid, this 20th day of June, 1986.

[Signature]
Notary Public
My Commission Expires 1/26/87
BEAL

BOOK-717 10-30-88

Jennifer Weckert 10-31-88

JOINDER

WHEREAS, ZSMD Properties, a joint venture, is the developer of the Fairview Estates subdivision as duly recorded in Plat Book 12, Pages 49 - 60, inclusive, of the Public Records of Citrus County, Florida, and;

WHEREAS, ZSMD Properties has heretofore caused Restrictive Covenants to be recorded in the Public Records of Citrus County, Florida in OR Book 647, Pages 1667 - 1676, inclusive, of the Public Records of Citrus County, Florida, and;

WHEREAS, ZSMD Properties did amend said Restrictive Covenants, which Restrictive Covenants are recorded in OR Book 704, Pages 1466 - 1474, inclusive, of the Public Records of Citrus County Florida, and;

WHEREAS, Warranty Deeds were issued to R.A. Maloney, d/b/a Home Craft Builders to the following described lots in Fairview Estates prior to recording of said amendment to Restrictive

Covenants:

- Lot 19, Block A
- Lot 20, Block A
- Fairview Estates Subdivision, and;

WHEREAS, said lots have now been conveyed to Citrus Hills Investment Properties ("CHIP"), and;

WHEREAS, it is the desire of CHIP to join in the Declaration of said Amendment to Restrictive Covenants and to subject the above described property to said Restrictive Covenants and the Amendments thereto including the obligations set forth therein.

NOW THEREFORE, in consideration of the sum of \$10 and other good and valuable considerations, the receipt of which is hereby acknowledged, the Company does:

1. Ratify, confirm and adopt the Amendments to Restrictive Covenants as described above with the same force and effect as if the company had been a party thereto and had duly executed the Declaration of Amendment to Restrictive Covenants as recorded in OR Book 704, Pages 1466 - 1474, inclusive, of the Public Records of Citrus County, Florida.

BOOK 717 PAGE 1747

IN WITNESS WHEREOF, Fairview Estates of Citrus Hills, a Florida General Partnership, has heretofore said its hand this 13th day of February, 1992.

Fairview Estates of Citrus Hills,
a Florida General Partnership

Karen L. Wilson
Witness name: Karen L. Wilson
City, State: Hernando, FL

By: Gerald Q. Nash
Gerald Q. Nash,
Managing General Partner

Jean Addy
Witness name: Jean Addy
City, State: Hernando, FL

Karen L. Wilson
Witness name: Karen L. Wilson
City, State: Hernando, FL

By: Samuel A. Tamposi
Samuel A. Tamposi
Managing General Partner

Jean Addy
Witness name: Jean Addy
City, State: Hernando, FL

STATE OF Florida
COUNTY OF Citrus

Before me personally appeared Gerald Q. Nash, personally known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of February, 1992.

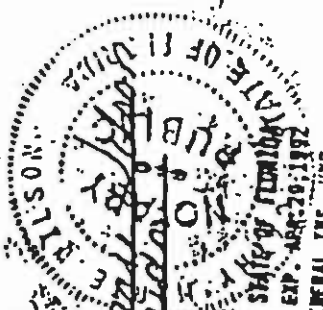


Cathy Marie Wilson
Notary Public, State of Florida
My commission expires: _____

STATE OF Florida
COUNTY OF Citrus

Before me personally appeared Samuel A. Tamposi, personally known to me and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of February, 1992.



Cathy Marie Wilson
Notary Public, State of Florida
My commission expires: _____

This instrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Hernando, FL 32642
Fairview Estates
Page 2 of 2

1050

BK0925PG1555

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS
BOOK 647, PAGES 1667-1676, OF THE PUBLIC RECORDS OF
CITRUS COUNTY, FLORIDA.

WHEREAS, Fairview Estates of Citrus Hills, a Florida General Partnership is the Developer of Fairview Estates subdivision, which properties are duly platted of record in Citrus County, Florida and,

WHEREAS, Fairview Estates of Citrus Hills has previously caused to be recorded restrictions in the public records of Citrus County in OR Book 647, Pages 1667-1676, inclusive, and Amendments to said restrictions recorded in OR Book 704, Pages 1466, et seq.; OR Book 717, Pages 1747, et seq.; and

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 9, relating to signs; and

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, does hold title to more than fifty percent (50%) of the lots as currently required by Section 3 of Article VI in the Fairview Estates Restrictive Covenants and Easements,

NOW THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby amend Section 9, of Article II, to read as follows:

Section 9. For purposes of these Restrictions, "sign" shall include, but not be limited to flags, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images. No sign may be erected on any lot without the advance written consent of the ACB. No sign shall exceed twelve (12) inches by eight (8) inches in size and each Lot will be limited to one sign which shall be placed at least ten (10) feet from the front and side lot lines. All signs shall be placed on one post which may not exceed one (1) inch in diameter and shall be painted flat black in color. No part of the sign or post may be taller than forty-eight (48) inches from the ground. Except in the case of signs advertising a Lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days except upon prior written approval by the ACB. No sign advertising a Lot or house for sale shall include the price being asked by the Owner. The Declarant and/or the ACB shall have the right to remove signs which fail to comply with this section if the owner of the property on which the sign is located fails to remove it within twenty-four (24) hours of a request for removal by a Lot owner, the Declarant and/or the ACB or its representative.

The Board of Directors of the Association may, by resolution, permit the Association to erect reasonable and appropriate signs. Notwithstanding any provision to the contrary, the Developer (Fairview Estates of Citrus Hills) or its assigns may erect signs large than the above-described dimensions at its model homes and other buildings located throughout the Property.

In all other respects the restrictions are confirmed by the Declarant, Fairview Estates of Citrus Hills.

705727

FILED & RECORDED
CITRUS COUNTY, FLORIDA
DETTI STRIFLER, CLERK

'92 FEB 18 PM 3 31

VERIFIED BY:

Mark K. Baker D.C.

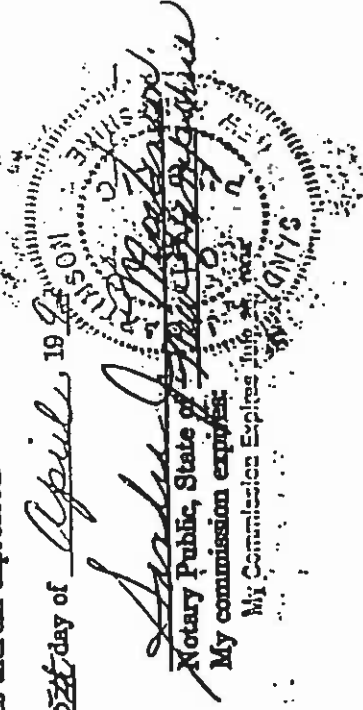
Elaine R. Viafora
Witness name: Elaine R. Viafora
City, State: New Haven, CT

Christina R. Bausch
Witness name: Christina R. Bausch
City, State: New York, NY

STATE OF New Hampshire
COUNTY OF Phillipsburg

Before me personally appeared Gerald Q. Nash to me well known and personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of April, 1992



STATE OF New Hampshire
COUNTY OF Phillipsburg

Before me personally appeared Samuel A. Tamposi to me well known and personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14 day of April, 1992

Elaine R. Viafora
Notary Public, State of New Hampshire
My commission expires



ELAINE R. VIAFORA
NOTARY PUBLIC STATE OF N.H.
COMMISSION EXPIRES 9/19/95

This instrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Barnesboro, NJ 07004

Fairview Estates
Page 4 of 4

FILED & RECORDED
CITRUS COUNTY, FLORIDA
DETTI, TRIFLE, CLERK

'92 APR 23 PM 2 46
VERIFIED BY: S. Kouss D.C.

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Section 12. Commercial Vehicles. No vehicle which has more than two (2) axles, and no vehicle which has a larger load capacity than one (1) ton, will be permitted to park overnight on any Lot unless it shall be stored completely within a garage.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II by adding a new Section 13 to read as follows:

Section 13. Landscaping. All areas of the ground which are disturbed during the construction of a structure on any Lot are to be covered, within ninety (90) days after completion of such construction, by plantings, sod, sprouts, seeds, etc. Such landscaping shall be maintained in a neat and attractive condition.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements by amending Article VI, Section 8, to read as follows:

Section 8. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recotation of any instrument executed by


(a) Declarant, for so long as it is the owner of more than fifty percent (50%) of the Lots described herein; or alternatively,

(b) by Owners who collectively hold not less than two-thirds (2/3) of the votes of the membership in the Association, provided that, so long as the Declarant is the owner of ten percent (10%) of any property affected by this Declaration, the Declarant's written consent to such amendment, change, addition, derogation or deletion to these Restrictions must be obtained.

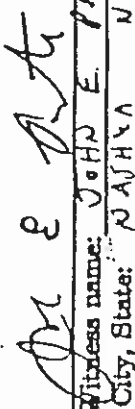
In all other respects the restrictions are confirmed by the Declarant, Fairview Estates of Citrus Hills.

IN WITNESS WHEREOF, Fairview Estates of Citrus Hills, a Florida General Partnership, has hereunto said its hand this 14th day of April, 1992.

Fairview Estates of Citrus Hills,
a Florida General Partnership

By: 
Gerald Q. Nash,
Managing General Partner


Witness name: Sandra Magrison
City, State: Meriden, CT


Witness name: John E. Pastore
City, State: NASHUA, NH

Fairview Estates
Page 3 of 4

(c) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation. The maintenance, storage or keeping of a recreational vehicle, (including a mobile home, motor home, travel trailer, or motor boat, houseboat, or similar water borne vessel), or an inoperative vehicle, shall only be allowed on any Lot if it is maintained, stored or kept completely within a residential structure which has been approved by the ACB. Notwithstanding any provision to the contrary, an Owner, renter, or guest of an Owner or renter, of a Lot shall be permitted a period of no more than forty-eight (48) hours for the exclusive purposes of loading and unloading such vehicle.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II, Section 2, paragraph (d) to read as follows:

Section 2. Uses and Structures. . . .

(d) Any electrical or mechanical equipment, and satellite TV reception dish, if otherwise visible from the road right of way, shall be shielded therefrom by shrubbery or by an enclosure. However, if and when such time as cable television service is available into the subdivision, television antennas and/or satellite reception dishes will no longer be permitted. No outdoor clotheslines are permitted.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II, Section 2, by adding paragraph (e) to read as follows:

(e) No garage, or other structure designed for storage, shall open toward the street from which the dwelling structure has its address; Notwithstanding this provision, a standard size (not to exceed 36" x 80") residential type door shall be permitted to open toward the street.

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II, Section 6, by amending its language to read as follows:

Section 6. Fences and Hedges. No fence or wall shall be erected or maintained in the front beyond the front building setback line. No wire, chain link, or cyclone fencing is permitted on any Lot. No fence or hedge over three feet (3') in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained which shall:

- a) unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets;
- b) detract from the overall appearance of the property
- c) stand greater than six feet (6') in height.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II by adding a new Section 12 to read as follows:

17-19-30 Rec

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS
BOOK 647, PAGES 1667-1676, OF THE PUBLIC RECORDS OF
CITRUS COUNTY, FLORIDA

WHEREAS, Fairview Estates of Citrus Hills, a Florida General Partnership is the Developer of Fairview Estates subdivision, which properties are duly platted of record in Citrus County, Florida and, WHEREAS, Fairview Estates of Citrus Hills has previously caused to be recorded restrictions in the public records of Citrus County in OR Book 647, Pages 1667-1676, inclusive, and Amendments to said restrictions recorded in OR Book 704, Pages 1466, et seq.; OR Book 717, Pages 1747, et seq.; OR Book 0925, Pages 1555, et seq.;

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 2, paragraph (a);

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 2, paragraph (c);

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 2, paragraph (d);

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 2, paragraph (e);

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, Section 6;

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, by adding a Section 12;

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article II, by adding a Section 13;

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, desires to amend Article VI, Section 3, in order to provide the Association an avenue for amendment to the Declaration; and

WHEREAS, Fairview Estates of Citrus Hills, the Declarant herein, does hold title to more than fifty percent (50%) of the lots as currently required by Section 3 of Article VI in the Fairview Estates Restrictive Covenants and Easements,

NOW THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby further amend the Restrictive Covenants and Easements at Article II, Section 2, by amending paragraph (a) to read as follows:

(a) No lot shall be used except for residential purposes and no structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, as permitted by county zoning laws. A second structure will be permitted for use as a maintenance, storage or workshop building only if its outside dimensions do not exceed: 14' length x 14' width x 8' height; and, any such structure must and shall conform to house design, material, color, roof contour, etc.

AND,

THEREFORE, Fairview Estates of Citrus Hills by and through its managing partners, Samuel A. Tamposi and Gerald Q. Nash, do hereby amend Article II, Section 2, paragraph (c) to read as follows:

Return To Manatee Title Co., Inc.

2. Agree that this instrument shall be binding upon me and my successors and assigns.
Executed this 14th day of October, 1986.

WITNESS:
CITRUS HILLS INVESTMENT PROPERTIES

M. Overhiser

BY: Carl A. Bertoch
Managing Partner

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared Carl A. Bertoch to me known to be the person(s) described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of October, 1986.

Shirley Public, State of Florida
NOTARY PUBLIC

My Commission Expires:
(SEAL)
Shirley Public, State of Florida
My Commission Expires Nov. 7, 1988

468657
OCT 19 9 03 AM '86
J. Vickroy J.C.

This Instrument Prepared by:
Carl A. Bertoch, Esq.
Bertoch and Mann, P.A.
537 Est Park Avenue
Tallahassee, Florida 32301

BOOK-717 / 10-30-86

Jennifer Pichea 10-31-86