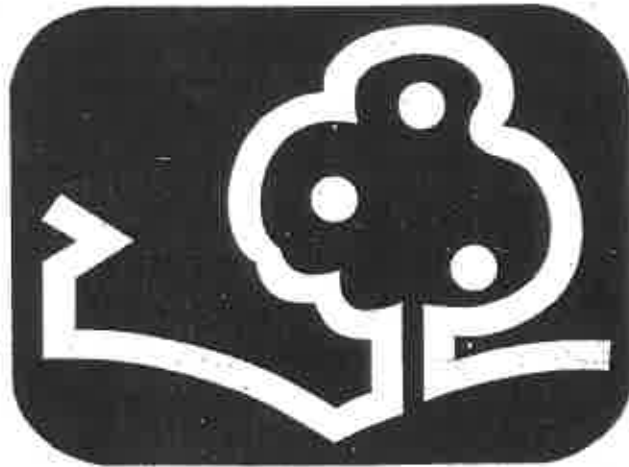


**Citrus Hills Property Owner's  
Association**



**Declaration of Covenants, Conditions  
Restrictions and Easements  
For Citrus Hills First and Second Additions**

**August, 1996**

**Citrus Hills Property  
Owner's Association, Inc.**

**2468 Essex Avenue**

**Hernando, FL 34442**

**(352) 746-7577**

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 593, PAGES 2107-2126, ET AL., OF THE PUBLIC RECORDS  
OF CITRUS COUNTY, FLORIDA**

WHEREAS, Citrus Hills Investment Properties, a Florida General Partnership is the Developer of Citrus Hills, First and Second Addition Subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Citrus Hills Investment Properties has previously recorded restrictions in the public records in Citrus County in OR Book 593, Pages 2107-2126, inclusive, and Amendments to said restrictions recorded in OR Book 607, Page 637; OR Book 614, Page 964; OR Book 628, Page 1757; OR Book 645, Page 500; OR Book 646, Page 1955; OR Book 647, Page 910; OR Book 660, Page 1645; OR Book 661, Page 1444; OR Book 918, Page 1909; OR Book 925, Page 1551; OR Book 1050, Page 1250; et al.;

WHEREAS, Citrus Hills Investment Properties, the Declarant herein, desires to amend several of the provisions of the Declaration of Restrictions, and to restate the entire Declaration of Restrictions in order to assemble the current restrictions for the clarity and convenience of all of the owners of property subject to the Declaration; and,

WHEREAS, Citrus Hills Investment Properties, the Declarant herein, does hold title to substantially more than ten percent (10%) of the lots as required by Section 5 of Article X in the Declaration of Covenants, Restrictions and Easements for Citrus Hills First and Second Addition;

NOW THEREFORE, Citrus Hills Investment Properties, by and through its managing general partners, Samuel A. Tamposi, Sr. 1992 Trust and Gerald Q. Nash, does hereby amend and restate the Declaration of Covenants, Conditions, Restrictions and Easements for Citrus Hills First and Second Additions, as printed on the attached pages:

**ALL OF "EXHIBIT A", ATTACHED**

In all other respects the restrictions are confirmed by the Declarant, Citrus Hills Investment Properties.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership, has hereunto said its hand this 15<sup>th</sup> day of August, 1996.

Citrus Hills Investment Properties,  
a Florida General Partnership

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

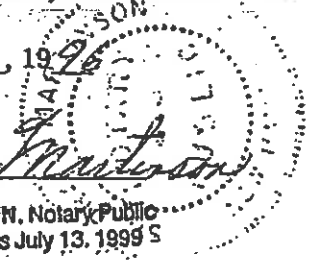
Sandra J. Martinson  
Witness name: SANDRA J. MARTINSON  
City, State: Nashua, NH

Catherine A. Millstein  
Witness name: Catherine A. Millstein  
City, State: Nashua, NH

STATE OF New Hampshire  
COUNTY OF Hillsborough

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, and who did take an oath.

WITNESS my hand and official seal, this 1st day of August, 1996

  
Sandra J. Martinson  
Notary Public  
SANDRA J. MARTINSON, Notary Public  
My Commission Expires July 13, 1999

Lisa M. Bazemore  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO, FL


By: Stephen A. Tamposi  
Stephen A. Tamposi, Authorized Agent  
of David E. Tully, Trustee of the  
Samuel A. Tamposi, Sr. 1992 Trust  
General Partner

Eric D. Abel  
Witness name: ERIC D. ABEL  
City, State: HERNANDO, FL

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi, as Authorized Agent of David E. Tully, Trustee of the Samuel A. Tamposi, Sr. 1992 Trust, 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, and who did take an oath.

WITNESS my hand and official seal, this 31<sup>st</sup> day of July, 1996

  
ERIC D ABEL  
My Commission CC130249  
Expires Feb 19 1999  
Bonded by ANB  
800 852 5878

Eric D. Abel  
Notary Public

Reviewed and accepted by Citrus Hills Property Owners Association, Inc.,  
this 11th day of August, 1996.

Patricia A. Swanson  
Patricia A. Swanson  
Citrus Hills Property Owners  
Association, Inc.

Catherine Smith  
Catherine Smith, Secretary  
Citrus Hills Property Owners  
Association, Inc.

**AMENDMENT AND RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
FOR  
CITRUS HILLS FIRST AND SECOND ADDITION**

Recorded 8/15/96, Book 1145, Pages 1852-1878

This is a restatement of the Covenants as amended through August 1, 1996.

**THIS DECLARATION** is made this 17th day of March, 1982, by **CITRUS HILLS INVESTMENT PROPERTIES**, a Florida General Partnership, the property owners holding title to the property described in Article II, Section 1 hereof, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

**Disclosure of the Existence of an Association.**

**Disclosure Summary for Citrus Hills First and Second Additions:**

- **Purchasers of property in Citrus Hills First and Second Additions will be obligated to be a member of the Citrus Hills Property Owners Association.**
- **There have been recorded restrictive covenants governing the use and occupancy of properties within Citrus Hills First and Second Additions.**
- **Property Owners are obligated to pay assessments to the Citrus Hills Property Owners Association, which are subject to periodic change.**
- **Failure to pay assessments would result in a lien on the property.**
- **The restrictive covenants can be amended as stipulated in Article X, Section 5.**
- **The statements contained in the Disclosure Summary are only summary in nature, and all prospective property purchasers should refer to the Declaration of Covenants, Conditions, Restrictions and Easements for Citrus Hills First and Second Additions.**

**ARTICLE I  
DEFINITIONS**

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

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

(b) The term "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board as created in Article VI herein.

(c) The term "residential lot(s)" shall mean and refer to any parcel of land located within the Properties, regardless of size, shown upon the recorded subdivision Plat of the Properties.

(d) The term "lot(s)" shall mean and refer to a residential lot, regardless of size, as the context would require.

(e) The term "unimproved lot" shall mean and refer to a lot upon which construction of a residential structure has not, in the opinion of the Architectural Control Board, been substantially completed.

(f) The term "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 under an agreement for deed.

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

(h) The term "declarant" shall mean and refer to CITRUS HILLS INVESTMENT PROPERTIES, a Florida General Partnership, and its successors and assigns.

(i) The term "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.

(j) The term "living space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, garages, poolcages and the like.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS THERETO**

**Section 1. Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Citrus County, Florida and is more particularly described as follows:

**Citrus Hills First Addition**

Plat Book 9, Pages 73-83, inclusive, of the Public Records of Citrus County, as recorded June 5, 1973, less and except: lots 1-20 of Block 9; lot 20 of Block 10; lots 4,5,6 of Block 11; all of Block 12; all of Block 13; lots 19-28 of Block 15; all of Block 26; lots 1-28 of Block 27; lots 1,2,3 of Block 36 and lots 1,2,3,15,16 of Block 40 as recorded in Book 1007 Page 1392 on November 17, 1993.

**Citrus Hills Second Addition**

Plat Book 12, Pages 18 and 19 of the Public Records of Citrus County as recorded July 22, 1981.

All of the real property hereinabove described shall sometimes be referred to herein as the "Properties", "Property" or "Existing Property". Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations. The supplemental declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary and convenient in the judgment of the declarant to reflect the different character, if any, of the added properties but such modification shall have no effect on the Property described in this Section.

**Section 2. Merger or Consolidation.** Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Properties.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership.** Every Owner of Property as defined in the Declaration, with the exception of all of blocks 14 and 15 of Citrus Hill First Addition, shall be a member of the Association.

**Section 2. Voting Rights.** Each member shall have the following voting rights.

- (a) Owners of residential lots shall be entitled to one vote for each residential lot owned.
- (b) Declarant shall have the right to elect one (1) member of the Board of Directors until such time as declarant no longer holds the title to any portion of the Properties.

**ARTICLE IV  
MAINTENANCE OF PUBLIC RIGHT-OF-WAYS**

The Association may maintain, repair and replace the public right-of-ways and appurtenances thereto located in the Properties including but not limited to landscaping, paving, drainage, as well as street lighting and security. The Association shall maintain, repair and replace those certain public right-of-ways and appurtenances thereto described in Exhibit "E", at or above the standards set forth in Exhibit "E", attached hereto. 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**

**Section 1. Creation of the Lien and Personal Obligation of the Assessments.** The declarant covenants, and each Owner of any lot or unit, with the exception of all of blocks 14 and 15 of Citrus Hills First Addition, shall by acceptance of a deed (or an Agreement for Deed) therefor, 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 and maintenance of property within Citrus Hills First and Second Additions, including public right-of-ways located within Citrus Hills (to the extent not provided by municipal, county and state government), for the staff and expenses of the ACB, for the enforcement of the restrictions hereby imposed, for security services to the Properties (such security services are provided only as a means of supplementing governmental agencies, and expressly are not provided as a guarantee of safety or security to the members or their guests), for creating reasonable reserves, and for such services which the Association may otherwise be 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:

Each lot        \$120

Assessments charged by the Association shall be rounded off to the nearest dollar.

The maximum annual assessment when imposed may not be increased above ten percent (10%) annually by the Board of Directors of the Association, except by a majority vote of the Association members who are voting in person and/or by proxy at a meeting duly called for that purpose.

Special Assessments may be imposed only upon a majority vote of the members who are voting in person and/or by proxy at a meeting duly called for that purpose. The purpose of such Special Assessments may be those described in Section 2. of this Article, or any purpose described in the Articles of Incorporation of the Citrus Hills Property Owners Association.

**Section 4. Notice and Quorum for any Action Authorized Under Section 3. (Basis and Maximum for Annual Assessments.)** Written notice of any meeting called for the purpose of levying an Annual or Special Assessment shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast thirty percent (30%) of all votes of the membership of the Association shall constitute a quorum, however, on or after January 1, 2006, this shall be automatically reduced to twenty percent (20%). If the required quorum is not present, another meeting may be called, at the Board's discretion, not to be held more than 60 days following the previous meeting date, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be seventeen and one-half percent (17 ½%) of all votes of the membership of the Association.

**Section 5.** 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 will 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. Persons acquiring lots from declarant or its successors or assigns shall be subject to pay the prorata share of the Annual Assessment imposed on the lot. Certification relative to paid or unpaid assessments may be obtained from the Association.

**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 assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot against which each such Assessment was made. Notwithstanding the preceding sentence, 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 assessment; 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, not to exceed fifteen (15) percent annually, and the Association may bring action at law against the Owner personally obligated to pay the same or may record a claim of lien against the lot on which the assessment is unpaid, or may foreclose the lien against the lot 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 suit thereon, including any appeals.

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 the 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, and shall be subordinate to the declarant's position as mortgagee by virtue of declarant's land sales transactions by (a) agreement for deed, (b) mortgage deed, and <sup>©</sup> deed, note and mortgage. 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, including the declarant (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed, and <sup>©</sup> deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of interest. 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. Reserve Funds.** The portion of all assessments collected by the Association for reserves for future expenses, shall be held by the Association for the Owners.

**ARTICLE VI  
ARCHITECTURAL CONTROL BOARD**

**Section 1. Responsibility for architectural control is with the Association. The Architectural Control Board (the "ACB"), is a committee of the Board of Directors. Members are recommended by the committee and/or Board of Directors and confirmed by a majority vote of the Board of Directors of the Association. The ACB has the responsibility for establishing and enforcing policies and criteria to be applied in all original decision making processes concerning architectural compliance.**

**Volunteer members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.**

**In the event the ACB fails to approve or disapprove a complete set of plans in accordance with Section 3 of this Article VI within 30 days of the date said plans and specifications have been received, such approval will not be required and this covenant will be deemed to have been fully complied with.**

**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 change therein be made to the exterior including color of the dwelling, or the roof itself, 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 policies and 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 screening, and landscaping.**

**The ACB will review requests for variances of the setback lines, as established herein, considering the configuration and contour of the property and the proposed structure to be placed thereon in order to make any approved construction or variance harmonious with the overall plan of development. The ACB may grant such variances only upon specific approval by the Board of Directors of the Association.**

**Such approval involving golf course easements are contingent upon approval by Citrus Hills Golf and Country Club, Inc., or its successors and assigns.**

**In all cases, the ACB will attempt to notify all abutters and respondent concerns may be considered. The ACB and the Board of Directors of the Association when exercising authority to grant such variances shall clearly note any such grant of a variance on the plans.**

**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 elevation and both side elevations or front elevation and one side elevation and rear elevation of building, plus elevations of walls or fences.
- (c) A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.
- (d) Data as to materials to be used on the proposed structure including colors and texture of all exteriors as well as roof coverings, fences, walls and pool cages.
- (e) A landscaping plan for the lot including shielding of electrical and mechanical equipment.
- (f) 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 complete plans and specifications and location. In the event the ACB, or its designated representatives, fails to approve or disapprove design and location within thirty (30) days of the date said complete plans and specifications have been received by it, then such approval will not be required, but all other restrictions and conditions herein contained shall remain in force. Notwithstanding the above on issues involving variances the ACB may set aside the thirty (30) days approval date to allow sufficient time for discussions and investigations with any and all abutters. This may also involve a final hearing for all parties.

**Section 5. Appeal.** An Owner may appeal decisions of the ACB to the Board of Directors of the Association who shall consider the matter at their next following regular meeting or at a special meeting to resolve appeals.

**Section 6. Inspections.** The ACB, through its authorized representatives, may make periodic inspections to ensure that any construction is in accordance with the plans and specifications as approved. In addition, the ACB may require provisions for appropriate disposal and/or management of construction debris including the requirement of a dumpster. Members of the ACB and the ACB's authorized representatives are provided with identification certificates which must be presented, upon request, at the inspection site.

**Section 7. Indemnification.** The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to attorneys' fees and cost arising from or by virtue of any action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties as granted to the ACB by this Declaration. The Association shall not be required to indemnify the ACB or any member thereof for any action brought by the Association against the ACB or any member thereof in which the Association is ultimately successful.

**Section 8. Processing Fees.** The Board of Directors of the Association may adopt a schedule of reasonable fees for processing requests for approval through the ACB. The initial fee for this process shall be established by the Board of Directors of the Association, and shall be on a "per lot" basis. However, declarant and declarant's designees shall be exempt from the payment of this fee, due to declarant's inherent respect for the Association, the ACB, these restrictions, and their goals. Such fees, if any, shall be due and payable to the Association at the time that the plans and specifications are submitted to the ACB. The payment of these fees shall be deemed to be an individual assessment, enforceable against the Owner and the lot, as provided in this Declaration.

**ARTICLE VII  
GENERAL USE RESTRICTIONS**

**Section 1. Applicability.** The provisions of this Article VII 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. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other owner. No commercial enterprise shall be conducted upon any residential lot which is an annoyance or nuisance to the neighborhood or any Owner.

**Section 3. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

**Section 4. Visibility at Intersections.** No obstruction to visibility at street intersections or access area intersections shall be permitted.

**Section 5. Garbage and Trash Disposal.** Refuse, garbage or rubbish shall not be dumped or burned or allowed to remain visible on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed on the property for collection, only if it is placed for collection on the evening prior to scheduled collection service and in compliance with the requirements established from time to time of Citrus County, Florida for disposal or collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Dumping of refuse or other debris on undeveloped lots, easements or drainage areas is prohibited. All Owners, renters, and/or lessees shall be required to pick up litter that is clearly on their lots.

**Section 6. Parking.** Lawn areas, easements, undeveloped lots, or the adjacent road and street right-of-way shall not be used as parking facilities for Owners and/or guests.

**Section 7. Easements.** Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded Plats of the properties, and as supplemented by easements as identified in Article VIII. 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. The area shall be maintained continuously by the Owner except for the installations for which a public authority or utility company is responsible. Public and private utility companies servicing the properties, the Association, and declarant, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, or 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 10 feet of each building site and highway commercial site, for utility installation and maintenance, where a greater easement has not been established by these restrictions or the plat of the Properties.

**Section 8. Owner Maintenance.** The lots and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain (or have the occupant lessee or renter maintain) their lot and improvements thereon (whether vacant or occupied) in a neat and attractive condition, the Board of Directors, through the ACB, acting in accordance with established criteria, its authorized agents or successors and assigns, or the declarant may, after 10 days notice to such Owner, enter upon the property to repair, maintain, and restore the improvements, including, without limitation, to remove and/or re-paint discoloration or mildew from roofs and exterior walls of structures and to have the grass, woods and other vegetation cut, miscellaneous clutter and litter and debris removed, when and as often as the same is necessary in its judgment and may have dead trees, shrubs and other plants removed therefrom, and such entry shall not be deemed a trespass. Such Owner shall be personally liable to the Association for the cost of any repairs and maintenance which costs shall be added to and become part of the assessment to which said lot is subject.

**Section 9. Screening of Electrical and Mechanical Equipment.** Any electrical or mechanical equipment shall be completely shielded by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. As cable television service is available in the subdivision, television antennae and/or satellite reception dishes are not permitted, and shall be removed by the Owner, unless otherwise expressly allowed by the second paragraph of this section.

Digital satellite system and/or wireless cable television reception dishes not larger than twenty-one inches (21") in diameter are expressly allowed, provided that, any such qualifying reception dish must be installed so as to be harmoniously screened from the road right of way and neighboring properties.

**Section 10. Setback.** No building, or other structure, shall be located on any lot less than 40 feet from the front line, including the easement footage, nor less than 25 feet from any side street line, nor less than 45 feet from the rear lot line; provided, however, homes constructed on the lots bordering the Meadows Golf Course, blocks 18 through 25, and the Oaks Golf Course, blocks 28 through 35, shall be located not less than 30 feet from the front line, nor less than 25 feet from the rear lot line.

**Section 11.** No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these Covenants shall at any time be used for human habitation. A mobile home, motor home, bus, travel trailer, unregistered or any vehicle not in operating condition, as well as any junk car or race car, horse trailer, utility trailer, or motor boat, houseboat, or similar water-borne vehicle, shall only be maintained, stored, or kept on any lot if housed completely within a structure which has been approved by the ACB. It is foreseeable that a lot may not suit such a structure, and therefore, no such mobile home, motor home, bus, travel trailer, horse trailer, unregistered or any vehicle not in operating condition, as well as any junk car or race car, utility trailer, or motor boat, houseboat, or similar water-borne vehicle may be maintained, stored, or kept on the lot.

**Section 12. Building Materials.** Every structure placed on any lot shall be constructed from new material unless the use of other than new material shall receive the written approval of the Architectural Control Board, and no structural building shall be moved onto said land without the express written consent of the Architectural Control Board. Buildings and other structures of metal are not permitted.

**Section 13.** All refuse receptacles, gas tanks, or similar fuel systems shall be so constructed, placed or screened so as not to be visible from any public road and/or adjoining Property.

**Section 14.** No changes of the elevation of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining Property.

**Section 15.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for any commercial purpose or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another lot or Property without the consent of Owner of such lot or property. All animals shall be on a leash when outside the Owner's lot.

**Section 16. Signs.** For purposes of this Declaration, "sign" shall include, but not be limited to banners, pennants, posters, bulletins, placards, commercial flags or any other manner of device designed to communicate information or images. 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. No sign shall include the price being asked by the Owner.

Other than one sign specifically advertising that the property is for sale, and within the dimensions and restrictions designated herein, may be erected on any lot, in any manner of display, without the advance written consent of the ACB. The ACB may give such consent, as well as variances from the dimensions, only for health and safety reasons of the subject lot Owner (e.g., Handicapped adults or children in area). 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 the declarant, the ACB or its representatives.

Notwithstanding any provisions to the contrary, the declarant or its assigns may approve the erection of any sign or signs at its model homes and/or any other buildings located throughout the property.

**Section 17. Renters.** Occupants of a residence other than the Owner, such as renters and lessees, are jointly and severally responsible for maintaining the property in a manner consistent with Articles VII and VIII of this Declaration. Owners will so advise their occupants.

**Section 18. Resales.** It is the responsibility of each Owner, upon the sale of the property, to advise the new Owner of the Declaration of Covenants, Conditions, Restrictions and Easements and provide the new Owner with a copy of same.

**Section 19. Clotheslines.** Outdoor clotheslines are not permitted.

**Section 20. Commercial Vehicles.** Trucks or vehicles which are used for commercial purposes, other than those temporarily present on business, shall not at any time be maintained, stored, or kept on any home site.

**Section 21. Model Homes.** No existing structure, nor any structure built or to be built in the future, shall be used for purposes of a model home; notwithstanding any provisions to the contrary, the declarant expressly reserves the right, and shall always have the right, to use an existing structure, and/or any structure(s) built or to be built in the future, as a model home.

**Section 22. Fences.** Solid wall fencing and fences constructed of metal, rope or plastic are prohibited.

**Section 23. Dwellings.** No existing structure, nor any structure built or to be built, shall be partitioned for lease or sublease, but may only be leased or subleased in its entirety.

**ARTICLE VIII  
SPECIFIC USE RESTRICTIONS AND EASEMENTS**

**Section 1. Applicability.** The provisions of this Article VIII shall be applicable to the specific properties described herein, and are in addition to and not in lieu of the general use restrictions under Article VII.

**Section 2.** On all residential lots in blocks 1 through 11, no residential structure unit shall be constructed which is less than 1,050 square feet.

**Section 3.** For residential lots in blocks 16 through 25 and 36 through 75, including 52A and 53A, no residential structure unit shall be constructed which contains less than 1,350 square feet of living area.

For residential lots in blocks 28 through 35, no residential structure unit shall be constructed which contains less than 1,500 square feet of living area.

For residential lots in blocks 14 and lots 1 thru 18 of blocks 15, no residential structure shall be constructed which contains less than 900 square feet of living area whether constructed on a particular lot or as part of a PDMR zone created pursuant to Citrus County zoning ordinances.

**Section 4.** An easement 10' wide along the boundary, as described, of the lots described on "Exhibit A" is retained for golf cart paths.

**Section 5.** The lots on "Exhibit B" are restricted from having drives, paths or openings providing direct access onto Citrus Hills Blvd. formerly known as Dynamic Blvd.

**Section 6.** An easement 25' in width is retained along the northerly side of the ½ acre parcels which are described in Exhibit "C" hereto; and an easement 25' in width is retained along the southerly 25' of the ½ acre parcels which are described in Exhibit "D" hereto. These easements are retained for the purposes of drainage installation and maintenance of utilities and landscaping for the golf course. Within these easements, no structure or other material shall be placed or permitted that will interfere with the maintenance of utilities. No obstacles may be placed in said easement by lot owners to prevent the play of golfers on the course. Notwithstanding any provision that may be contained in this entire declaration to the contrary, the ACB shall not have any jurisdiction for approving waiving, or disapproving infringements of this easement. The easement is for the benefit of the owner of the golf course, and only the owner of the golf course shall have such jurisdiction.

**ARTICLE IX  
THE OAKS AT CITRUS HILLS**

**This Article shall apply only to the lots bordering the Oaks Golf Course, blocks 28 through 35, and shall be in addition to all other Articles within these restrictive covenants.**

**Section 1. There is hereby dedicated for golf course use the following properties: The south ½ of lots 29,31 and 33 of block 35. The north ½ of lots 30,32 and 36 of block 35. In addition to these properties which are dedicated for golf course use, an easement 25 feet in width is reserved along the southerly boundary of the north ½ of lots 29, 31 and 33 of block 35; and an easement of 25 feet in width is retained along with northerly side of the south ½ of lots 30,32 and 36 of block 35.**

**These easements are retained for the purpose of drainage installation and the maintenance of utilities and landscaping for the golf course. Within these easements no structure or other material shall be placed or permitted that will interfere with the maintenance of utilities. No obstacles may be placed in said easement by lot owners to prevent the play of golfers on the golf course.**

**Section 2. A 5' easement is reserved along the east side of the north ½ of lot 5 block 28 and an easement 5' in width is reserved along with the west side of the north ½ of lot 7 block 28.**

**Also, an easement for golf course paths is reserved along the west side of the north ½ of lot 27, block 35 and a 5' easement for golf course paths is reserved along the east side of the north ½ of lot 29, block 35, all of which are located in Citrus Hills First Addition.**

**Section 3. Golf Carts. Golf carts shall only be operated on the golf course according to the rules of Citrus Hills Golf and Country Club, Inc., its successors and assigns. When not in use golf carts shall be garaged.**

**Section 4. Post Lamps. Post lamps shall be required to be installed at the time of construction of the home on those lots subject to these restrictive covenants. The post lamp shall be installed at or near the street line and the walk or drive-way. The location and design of the post lamp shall be uniform in style. The post lamps shall be controlled by a photoelectric cell or similar device in order that they are automatically controlled. It shall be the obligation of the lot owner to maintain the post lamp in an operable condition in order that the lamp will be lit from dusk until dawn.**

**ARTICLE X  
GENERAL PROVISIONS**

**Section 1. Duration.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the declarant, the Association and the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date the original declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then members having two-thirds of the votes has been recorded, agreeing to change said covenants.

**Section 2. Notice.** Any notice required to be given any member or Owner under the provisions of this declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** The declarant, the Association or any member may enforce the provisions of this declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation or to recover damages against the land to enforce any obligation created by this declaration. A failure by the declarant, the Association, or any member to enforce any provision contained herein shall in no event be deemed a waiver of the right to proceed with such enforcement at any time thereafter. The declarant shall also have the right to compel the Association to enforce the provisions of this declaration or otherwise perform its obligations hereunder so long as the declarant is the owner of any property that is affected by this declaration. Should the declarant or the Association bring any action or suit, in law or equity or both, to enforce the provisions of this declaration, they shall be entitled, in addition to all other relief offered by law, to their reasonable attorney's fees and costs of bringing the action or suit, including any appeals.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 5. Amendment.** In addition to any other manner herein provided for the amendment of this declaration, the covenants, restrictions, easements, charges and liens of this declaration 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:

(1) by the declarant, for so long as it holds record title to ten (10%) percent or more of the residential lots; or alternatively,

(2) by a two-thirds (2/3) vote of the members of the Association voting in person or by proxy at a special meeting called for that purpose, provided that so long as the declarant is the owner of any property affected by this declaration, the declarant's consent to any amendment must be obtained in writing. Notice of a meeting called for the purpose of amendment as

described herein shall be given as provided hereinabove, and the quorum for such a meeting shall be no less than thirty (30%) percent of all the votes of the membership of the Association.

The declarant shall not amend this declaration in such a way as to materially and adversely affect the then present members of the Association unless approved by a majority of such members voting at a special meeting duly called for that purpose.

## EXHIBIT "A"

### GOLF CART PATHS

A 10' easement parallel with and adjacent to the east and west side of the following described parcels:

Block 18 - easterly side of the S.  $\frac{1}{2}$  of lot 30

Block 19 - westerly side of the S.  $\frac{1}{2}$  of lot 20

Block 20 - westerly side of the S.  $\frac{1}{2}$  of lot 2 - easterly side of the N.  $\frac{1}{2}$  of lot 29

Block 21 - easterly side of S.  $\frac{1}{2}$  of lot 2 - westerly side of N.  $\frac{1}{2}$  of lot 27

Block 22 - westerly side of N.  $\frac{1}{2}$  of lot 1 - easterly side of S.  $\frac{1}{2}$  of lot 30

Block 23 - easterly side of N.  $\frac{1}{2}$  of lot 1 - westerly side of S.  $\frac{1}{2}$  of lot 28

Block 24 - easterly side of N.  $\frac{1}{2}$  of lot 29 - westerly side of S.  $\frac{1}{2}$  of lot 2

Block 25 - westerly side of N.  $\frac{1}{2}$  of lot 27

Block 28 - westerly side of N.  $\frac{1}{2}$  of lot 1 - easterly side of S.  $\frac{1}{2}$  of lot 30

Block 29 - easterly side of N.  $\frac{1}{2}$  of lot 1 - westerly side of S.  $\frac{1}{2}$  of lot 28

Block 30 - easterly side of N.  $\frac{1}{2}$  of lot 29 - westerly side of S.  $\frac{1}{2}$  of lot 2

Block 31 - westerly side of N.  $\frac{1}{2}$  of lot 27 - easterly side of S.  $\frac{1}{2}$  of lot 2

Block 32 - westerly side of N.  $\frac{1}{2}$  of lot 1 - easterly side of S.  $\frac{1}{2}$  of lot 30

Block 33 - easterly side of N.  $\frac{1}{2}$  of lot 1 - westerly side of S.  $\frac{1}{2}$  of lot 28

Block 34 - easterly side of N.  $\frac{1}{2}$  of lot 29

Block 35 - westerly side of N.  $\frac{1}{2}$  of lot 27

A 5' easement is reserved along the east side of the north  $\frac{1}{2}$  of lot 5 block 28 and an easement 5' in width is reserved with west side of the north  $\frac{1}{2}$  of lot 7 block 28.

Also an easement for golf course paths is reserved along the west side of the north  $\frac{1}{2}$  of lot 27, block 35 and a 5' easement for golf course path is reserved along the East side of the north  $\frac{1}{2}$  of lot 29 block 35, all of which are located in Citrus Hills First Addition.

**EXHIBIT "B"**

**Access to Citrus Hills Blvd.**

**Direct access by vehicle shall not be permitted to Citrus Hills Boulevard from the following described lots nor shall driveways be permitted to be constructed from these lots to direct access to Citrus Hills Boulevard.**

- Block 16 - lot 1 & 2**
- Block 17 - lot 1 & 2**
- Block 18 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 19 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 20 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 21 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 22 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 23 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 24 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 25 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 28 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 29 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 30 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 31 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 32 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 33 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 34 - N. ½ of lot 1 & S. ½ of lot 2**
- Block 35 - N. ½ of lot 1 & S. ½ of lot 2**

**EXHIBIT "C"**

**An easement is retained on the following described ½ acre parcels which easement shall be 25 feet wide for the purpose set forth in Section 6, Article VIII.**

**Block 16 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 19 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 20 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 21 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 22 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 23 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 24 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 25 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 26 - northerly 25 ft. of the S. ½ of lots  
16,18,20,22,24, 26,28,30**

**Block 28 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 29 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 30 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 31 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 32 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**



**Block 33 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**Block 34 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28,30**

**Block 35 - northerly 25 ft. of the S. ½ of lots  
2,4,6,8,10,12,14,16,18,20,22,24,26,28**

**EXHIBIT "D"**

**An easement is retained on the following described ½ acre parcels which easement shall be 25 feet wide for the purposes set forth in Section 6, Article VIII.**

**Block 18 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 19 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 20 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 21 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 22 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 23 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 24 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 25 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 26 - southerly 25 ft. of the N. ½ of lots  
15,17,19,21,23,25,27,29**

**Block 28 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 29 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 30 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 31 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

**Block 32 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 33 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27.**

**Block 34 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29**

**Block 35 - southerly 25 ft. of the N. ½ of lots  
1,3,5,7,9,11,13,15,17,19,21,23,25,27**

## **EXHIBIT "E"**

### **Description of Property**

**Citrus Hills Main Entrance and Citrus Hills Blvd. from Highway 486 to East Glassboro Court/East Gilchrist Court**

### **Minimum Standards**

- A. Mow entrance area, center island, and road right-of-way up to a maximum distance of twenty feet (20') from entrance to East Glassboro Court/East Gilchrist Court and adhere to a total mowing of 40 per year.**
- B. Maintain turf areas in a healthy growing condition at a mowing height of three inches (3").**
- C. Trim around trees, shrubs, planters, or other objects.**
- D. Prune all shrubs and other ornamental plants on an as needed basis to retain an attractive, natural and/or precise formal shape.**
- E. Aesthetic tree pruning with a canopy height not lower than five feet (5') above ground level.**
- F. Mulch bed areas turned over three (3) times per year to maintain a fresh appearance.**
- G. Replace damaged/diseased trees and shrubs as needed.**
- H. Repair and/or replace worn and/or damaged edging materials on an as needed basis.**
- I. Maintain irrigation heads and plumbing located on the right-of-way of Citrus Hills Blvd. and Highway 486 entrance.**
- J. In addition to all the above standards, a routine system will be maintained wherein weed and feed fertilizer, shrub pest and disease control, fungicide and/or other disease control agents will be applied on an as needed basis.**
- K. Periodically review signage and lighting for damage, worn sign areas, color fading and/or need for replacement or repairs.**
- L. Overseed with rye grass for the duration of the winter months, unless solid, healthy turf grass covers the entire area.**

### Description of Property

North Citrus Hills entrance and sign area at Highway 486.

Highway 44 entrance, sign area and center island.

### Minimum Standards

Mow and maintain the above two properties utilizing the same minimum standards outlined for the Citrus Hills Main Entrance and the Citrus Hill Boulevard except for item I (irrigation system maintenance).

### Description of Property

#### **Right-of-Ways in Citrus Hills**

- North Annapolis Avenue
- North Essex Avenue

### Minimum Standards

- A. Maintain and mow grass along right-of-ways at a height of approximately four inches (4").
- B. Cutting to consist of all roadsides to full right-of-way width and all cul-de-sacs.
- C. Cuttings will be as close as possible to stop signs, street signs, fire hydrants, culvert pipes and utility poles. Weeding signs, poles, culverts, etc. will be accomplished as needed to maintain a neat and attractive appearance.
- D. Mowing will be coordinated with the Citrus County projected grass cutting schedule to assure that there is eight (8) mowings per year.
- E. Debris and litter will be removed prior to all mowings to preclude shredding of the debris/litter that would be detrimental to the appearance of right-of-ways in Citrus Hills.
- F. Street lighting and signage in the right-of-ways will be an on-going project and/or review process.
- G. An on-going program for litter control will be maintained and monitored in the Citrus Hills right-of-ways.

## Description of Property

### **Vacant lots**

#### Minimum Standards

**Vacant lots will be mowed by the CHPOA as practical and necessary to maintain a neat and attractive appearance. However, in all cases provisions of Article VII, Section 8 (Owner Maintenance) as it relates to lots and improvements thereon, whether vacant or occupied, being maintained in a neat and attractive condition will be strictly enforced.**

**Provisions of Article VII, Section 8 pertaining to miscellaneous clutter, litter and debris, as well as dead trees, shrubs and other plants will be closely monitored.**

## CITRUS HILLS FIRST AND SECOND ADDITION ARCHITECTURAL CRITERIA

The Architectural Control Board (ACB) is a committee of the Board of Directors. The ACB has the responsibility for establishing and enforcing policies and criteria to be applied in all original decision making processes concerning architectural compliance. The criteria below reflects the exterior architectural elements to be considered in the design and setting of single family residences. The ACB uses these guidelines in the plan review process.

### 1. SIZE OF THE HOME

The Declaration of Covenants, Conditions, Restrictions and Easements specifies the minimum enclosed living area for single family dwellings. Minimum living area is defined as those areas covered by a contiguous permanent rigid roof structure of uniform type construction, exclusive of porches, patios or garages.

Minimum for:	BLOCKS 1 through 11	1050 sq. ft.
	BLOCKS 16 through 25	1350 sq. ft.
	BLOCKS 36 through 75	1350 sq. ft.
	BLOCKS 52A through 53A	1350 sq. ft.
	BLOCKS 28 through 35	1500 sq. ft.

### 2. STYLING

The most important criteria for residential architectural exterior is that it be harmonious with the surrounding environment. To accomplish this, consideration should be given to the existing natural elements as well as the design of neighboring architecture. It is intended that the architecture blend with the natural or landscaped surroundings rather than draw attention to itself.

### 3. EXTERIOR SIDING MATERIALS AND COLORS

The choice of exterior material and color are extremely important. Appropriate exterior materials and colors are rough sawn woods, masonry in earth tone ranges, and certain types of earth toned stucco. Selected earth tone colors or subdued pastel exterior colors are most appropriate and acceptable. Avoid the use of an excessive number of different materials (giving a cluttered feeling) and materials or colors with high reflective characteristics. Repainting must be submitted for color approval even if repainting the same color as before.

Many settings in Citrus Hills lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and permits the outside to become an integral part of the home. Reflective or mirror glass is not acceptable. On some homes shutters may also be quite appropriate. They should be sized to match window openings and be mounted so as to give functional appearance. Permanent hurricane shutters are permitted but must be approved.

#### 4. ROOFSCAPE

One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design, as well as to the color and texture of the roofing material. Roofs with a significant pitch are most desirable. A slope of three (3) horizontals to one (1) vertical is considered adequate. Flat roofs are not acceptable or permitted. Mechanical equipment, vents, vent covers, etc., will be considered an integral part of the design and should be treated as such. Cedar shakes or cedar shingles, clay or concrete tile, and asphalt shingles are preferred as a roofing material. The committee will approve other materials if texture and color conform.

#### 5. GARAGES

The garage should be designed as an integral part of the house. The ACB requires at least two (2) car garages with one or more doors, oriented so that the entrance door(s) be located on the side (not a front entrance/canter garage) and be an overhead type door. If storage areas are to be included in the garage, they should be planned to minimize their exposure from the street by screens, doors, or walls. Cluttered garages detract from the overall character of the community. Variations due to lot size and location may be considered and must be approved by the Board of Directors.

#### 6. DRIVEWAYS

Driveways should be located for practicality as well as overall aesthetic appearance. All driveways must be paved with concrete from the street to the garage. In some cases it may be desirable to create a two or three car-parking zone which could be used as a turnaround area. The driveway should be at least ten (10) feet from the lot lines. Where driveway lengths are unusually long, gentle curves will enhance the overall appearance.

#### 7. FENCES AND SCREENS

Fences in general are not accepted of individual homesite when visible from the street or from public areas. Fencing along the golf course is not permitted. Any exception to this rule must be submitted to and approved by the Board of Directors. In general, fences may be used to screen air conditioning equipment, utility and garage areas, patio and swimming pools. The fence should enhance rather than detract from the overall appearance of the property. The ACB encourages the use of treated rough-hewn woods, masonry or natural plantings as fencing and screening materials. No metal, rope, plastic or solid wall fencing is permitted.

#### 8. GRADING

All grading shall be contoured to blend with natural grades. Rock promontories or other site features should be retained. All planted areas should drain a minimum of 2% with paving a minimum of 1%. No drainage swales should drain across walks or driveways. It is recommended slopes proposed for turf planting generally not exceed 4 feet horizontal to 1 foot vertical grade to avoid maintenance problems. All grading and drainage system plans must be prepared under the direction of a Registered Civil Engineer.



## 9. LANDSCAPING

Proper landscaping adds the finishing touch to your home and enhances the value. Basic landscaping must be completed prior to occupancy. It realistically should be completed prior to sodding (see item 10) and well planned with consideration of the natural blending of all planting materials before irrigation is installed. The ACB will inspect the homesite to ensure this goal is achieved. The objectives of landscaping involve:

- a. Breaking up the harsh lawn-foundation line. This is called foundation planting. It shall be installed and maintained on all sides of the perimeter of the home. Plants should be selected that will not overgrow the vertical elevation of the house in size. These plants should be planted at a minimum of 6 feet on centers. This will allow for growth. Similarly, consideration should be given to their offset from the house so as to permit access to the siding of the house as the plants reach maturity. Their centers should be a minimum of 4 feet from the house.
- b. Shade producing trees are encouraged especially on the south and west exposures. Shade effectively provides a cooler aspect and lowers utility bills. Trees should be of a native variety to blend in with the local environment. Similarly trees planted on the North and northeast sides provide wind breaks against prevailing winds. Help is readily available at the County Extension Office.
- c. An occasional specimen tree will break up the expanse of a large lawn and add a focus to your property.
- d. Mulch such as shredded cypress, pine straw, or pine bark should be used to supplement plantings. White gravel or other light gravel is permitted around trees and the foundation of the home. Mulch is an effective root cooler and conserves moisture. It also provides a buffer zone to protect trees and shrubs from mowers and trimmers.

In general, artwork, statues, and plastic and artificial rock compositions are discouraged because they detract from the natural settings. However, carefully selected sculptures can enhance a property. Ground lighting should be selected for compatibility. Such lighting should be subdued and not objectionable to adjacent property owners. The use of lighting on a photo cell or timer that lights walkways and house numerals in case of emergency is encouraged.

## 10. SODDING

As with landscaping, proper sodding adds to the finishing touch of your home, and is extremely important. The ACB will consider sodding procedures as follows:

- a. Prior to occupancy, sodding should be completed on half (1/2) acre lots that are untreed with the lawn area on all sides of the dwelling to be extended to the pavement line up to and including rear lot lines.
- b. Prior to occupancy, on one (1) acre lots that are untreed, the front and side areas shall be completely sodded. In addition, the area in the rear shall be sodded at least twenty-five (25) feet from the rear of the dwelling.

- c. Prior to occupancy, on treed lots, sodding of lawn areas located in the front, sides and rear of the property must be completed taking into consideration the location of any trees left on the subject property.

## 11. TREES

Encourage the preservation of as many trees as possible during the home construction and lot development planning stage. We also recommend that trees immediately adjacent to the construction site be protected by your contractor to avoid damage. The preservation of Scrub Oaks and Turkey Oaks is not encouraged as they are short lived and may damage a home if dislodged during a storm. Live Oaks can not be removed without being replaced on the same lot. This is a new law/regulation.

## 12. SHEDS

A County Permit is required to install any shed. The permit number, shed blueprints, picture/drawing if prebuilt, site plan and landscaping plan must be provided to ACB before the ACB will approve any request for a shed.

The maximum size for a shed is 200 square feet. The maximum height of the walls from the floor to the roof is 8 feet.

Sheds constructed on the site and the design/style of the shed must be of the same material as the main house and must be placed on a concrete or cement block foundation. The intent is to compliment the house. Shingles should be the same color and material as the house. The slope and overhang of the roof should be relatively the same as the house. It should not call attention to itself and should blend in with the surroundings.

There should be no overhead garage type doors. There should be only one (1) doorway with a maximum size of a standard double door of approximately 6 feet.

The proposed site for the shed will be inspected by the ACB. The location of the shed is very important as it must blend in with the surrounding area plus meet all the setback requirements. It must not be a visual distraction from the street or a neighboring lot regardless of whether or not the neighboring lot has a house on it.

No sheds will be allowed on golf course lots.

No metal sheds are permitted - No Exceptions.

The setbacks as written in the Deed Restrictions must be adhered to for all sheds (back line 45', side lines 25').

Attractive landscaping, such as shrubs, plantings and trees shall be installed and maintained on all sides of a shed that can be seen from the street or neighboring lot. A landscaping plan must be submitted to the ACB. Shrubs, plantings and trees should be dense enough to screen the foundation in order to help tie the shed to its surroundings and not become a visual distraction.

The ACB will act upon the request for a shed by either approving the plan and issuing a permit for the same, or by disapproving it and advising the owners of the reason for the same.

To proceed in building shed without prior approval is risking action by the ACB and CHPOA to legally have the shed removed at the owners' expense.

### **13. 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 complete plans and specifications and location.

### **14. APPEAL**

An owner may appeal decisions of the ACB to the Board of Directors of the Association who shall consider the matter at their next following regular meeting or at a special meeting to resolve appeals.