

This instrument prepared by and return to:  
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Amended and Restated  
Restrictive Covenants and Easements  
of

**CAMBRIDGE GREENS OF CITRUS HILLS**

THIS Amended and Restated Restrictive Covenants and Easements for CAMBRIDGE GREENS OF CITRUS HILLS is created this \_\_\_\_\_ day of March, 2005, by CAMBRIDGE GREENS OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, ("Association"), and the members thereof.

WITNESSETH:

WHEREAS, Cambridge Greens of Citrus Hills Subdivision was originally developed by Cambridge Greens of Citrus Hills, a general partnership, (Developer); and,

WHEREAS, Cambridge Greens of Citrus Hills consists of the following described real property:

All of those certain lands shown on the recorded plat thereof, recorded in Plat Book 13, Pages 119 through 124 inclusive, of the Public Records of Citrus County, Florida; and,

WHEREAS, Developer recorded Restrictive Covenants and Easements for Cambridge Greens of Citrus Hills, (Restrictions), in Official Record Book 770, Pages 472-489 in Citrus County, Florida; and,

WHEREAS, pursuant to the Restrictions, Cambridge Greens of Citrus Hills Property Owners Association, Inc., (Association), was formed; and,

WHEREAS, subsequent to the original recording of the Restrictions, the Restrictions have been amended several times including Amended Declarations of Restrictions described in Official Records Book 925, Page 1543; Book 932, Page 102; Book 985, Page 104; Book 1014, Page 1998; Book 1127, Page 1744; and, Book 1670, Page 2314; and,

WHEREAS, Developer no longer holds title to any property within Cambridge Greens of Citrus Hills; and,

WHEREAS, the Association, through its members, desires to amend the Restrictions; and,

WHEREAS, these Restrictions were adopted by no less than a fifty-one percent vote of the membership; and,

WHEREAS, it is the Association's intention that the lands aforesaid be continued subject to the Restrictions.

NOW THEREFORE, the Association declares that the aforesaid lands are held and shall be conveyed subject to the following covenants and restrictions which shall run with the land.

**Article I. Definitions**

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

- 1.1. "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board.
- 1.2. "Association" shall mean and refer to CAMBRIDGE GREENS OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.
- 1.3. "Developer" shall refer to Cambridge Greens of Citrus Hills, a general partnership also known as Citrus Hills Investment Properties.
- 1.4. "Living Area" shall mean and refer to the area under roof and enclosed by walls but does not include patios, carports, garages and similar areas which are unheated and which are not air conditioned.
- 1.5. "Lot" or "Lots" shall mean and refer to the platted lots within Cambridge Greens of Citrus Hills Subdivision.
- 1.6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, in good standing at such time as the voting rights are intended to be exercised by said Owner.
- 1.7. "Utility" shall mean and refer to any public or private organization furnishing a service within Cambridge Greens subdivision. Such services may include but are not limited to water, sewer, electricity, natural gas or television cable.
- 1.8. "Subdivision" shall mean Cambridge Greens of Citrus Hills as depicted upon the plat thereof recorded at Plat Book 13, pages 119 through 124 inclusive, Citrus County, Florida.

**Article II. General Use Restrictions**

2.1. Uses and Structures:

2.1.1. 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 Citrus County.

2.1.2. No structure or any part thereof shall be used for any purpose except for residential use; 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 may become an annoyance or nuisance to the neighborhood.

2.1.3. No trailer, basement (except walkout basements), tent, shack, garage, barn, or other similar structure erected or placed upon a Lot shall at any time be used for human habitation. The maintenance, storage or keeping of a recreational vehicle including but not limited to a mobile home, a motor home, a travel trailer, a motor boat houseboat, or similar water-borne vessel, a trailer including but not limited to boat trailers, utility trailers, flatbed trailers, or other similar trailer, or any vehicle which is used for commercial purposes or identified as used for commercial purposes, may only be allowed on a Lot if it is maintained, stored or kept completely within a structure which has been approved by the ACB.

2.1.4. Any electrical or mechanical equipment, including but not limited to heat pumps, water treatment units, air conditioning units, swimming pool equipment or propane tanks, if visible from the road right-of-way, shall be shielded from view by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. Digital satellite systems 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. Application shall be made to the ACB for the installation of satellite systems to insure installation in accord with this Section.

2.1.5. Post lamps shall be required to be installed at the time of construction of the home on a Lot. Post lamps shall be installed within fifteen (15) feet of the front lot line location. The design of the post lamp shall be approved by the ACB. 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 Owner to maintain the post lamp in an operable condition, in order that the lamp will be lit from dusk until dawn.

2.1.6. When exterior lighting is placed or constructed on any Lot, or residence on said Lot, the lighting will be screened, focused or directed in such manner so as not to disturb adjoining property owners or create an annoyance or nuisance.

2.2. Lot Area and Width. Set Back. Size of Building. Prohibitions Against Subdividing Platted Lots.

2.2.1. No platted Lot may be further subdivided.

2.2.2. No structure, which is used for support of a roof and is the exterior of a building, and no swimming pools or pool enclosures, shall be built or placed upon a Lot nearer than 30 feet to the front lot line; 25 feet to the rear lot line; 15 feet from the side lot line, and 20 feet to the side street line of a corner lot. All other structures and fixtures, whether or not for support or for a building, shall be set back at least 25 feet from the front lot line, and 8 feet from the side and rear lot lines.

2.2.3. No residential structure shall be constructed which is less than 1,600 square feet of Living Area.

2.3. 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.

2.4. Animals. 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 and provided they do not become a nuisance to the Subdivision. No person owning or in custody of any animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot. All animals shall be on a leash when outside Owner's Lot.

2.5. Fences and Hedges.

2.5.1 Lot Lines Defined. The term "front lot line" is the boundary line which is parallel with, and closest to, its street of address. The "side lot lines" are those boundary lines which are perpendicular to street of address for that lot. The "midpoint house line" is the line which extends through the middle of the residential structure and intersects the side lot lines. The "rear lot line" is the line at the rear of the lot that is parallel to the front lot line. The "back yard" is that portion of the lot that is included within that area between the Rear lot line, the side lot lines, and the midpoint house line.

2.5.2 Fences in Front Prohibited. No fence or wall shall be erected or maintained forward of the midpoint house line.

2.5.3 Fence Material and Height Requirements. Unless otherwise approved by the ACB, no fence shall be permitted within the back yard, except those constructed of post and board, or post and rail, materials and style, painted white. Any such fence shall have three boards or rails, placed horizontally, which must be spaced at least six inches apart. No part of the fence may exceed four (4) feet in height. Dark colored mesh fencing is permitted to be fastened to the inside of such fences. Fences shall be set back eight (8) feet from the side and rear lot lines.

2.5.4 Corner and Odd-Shaped Lots. On corner and odd-shaped lots, where the rear lot line is the side lot line of another lot, fencing must be harmoniously screened with landscaping material.

2.5.5 Hedges. No hedge over three (3) feet in height shall be permitted along the front lot line.

2.5.6 Obstructions Prohibited. 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.

2.6. 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.

2.7. 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, television cables and conduits, under, over 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.

2.8. Signs. Signs 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 Association 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 Association and/or ACB or its representative.

2.9. 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 overnight, or for periods of time longer than 6 hours. Passenger vehicles may be parked in driveways only if they are in running order and in regular use. No vehicles may be parked on unpaved areas of Lots.

2.10. Changes in Lot Elevation. 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.

2.11. Gardens. Vegetable gardens may be permitted with the approval and consent of the ACB as to the area and location on the Lot. In no event shall more than 3% of the gross square footage of the Lot be utilized for gardening purposes. Owner must maintain Owner's vegetable in a neat fashion, and no obnoxious fertilizer materials may be used. Flower Gardens are not vegetable gardens and are not prohibited by this section.

2.12 Sheds and Outbuildings. A County Permit and ACB approval are required before a shed or outbuilding may be constructed upon any Lot. In order to obtain ACB approval, Owner must submit a Citrus County permit number, blueprints, a site plan and a landscaping plan to the ACB.

2.12.1 Maximum Dimensions. The maximum size for a shed or outbuilding is 200 square feet. The minimum height of the walls from the floor to the roof is 8 feet.

2.12.2 Design and Materials. Sheds or Outbuildings must be constructed on the site. The design or style must be of the same material as the main dwelling and must be placed on a concrete or cement block foundation. The intent of these provisions is to ensure the shed or outbuilding complements the dwelling. Shingles should be the same color and material as the dwelling. The slope and overhang of the roof should be relatively the same as the dwelling. A shed or outbuilding 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 5 feet. Metal sheds or outbuildings are prohibited.

2.12.3 Shed or Outbuilding Location. 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 and must 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 dwelling on it.

2.12.4 Landscaping. Attractive landscaping, such as shrubs, plantings and trees, shall be installed and maintained on all sides of a shed or outbuilding that can be seen from the street or neighboring Lots. 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.

### **Article III. Architectural Control Board**

3.1. Architectural Control Board. The Board of Directors of the Association shall appoint a committee known as the Architectural Control Board. Such committee shall consist of three or more members who shall serve at the pleasure of the Board. Said committee shall have the authority to approve or disapprove all applications.

3.2. 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, fences and screening, landscaping and driveways which shall be either of concrete or brick, and, if painted, such color shall be harmonious with the architectural criteria for the residence as approved by the ACB, and no changes in the color thereof shall be made without the express approval of the ACB.

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

3.3.1. Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, and outbuildings and walls or fences.

3.3.2. Front elevations and both side elevations, or front elevation and one side elevation, and rear elevation of building, (plus) elevations of walls and fences.

3.3.3. A perspective drawing, if deemed necessary by the ACB, to interpret adequately the exterior design.

3.3.4. One set of blueprints shall be left with the ACB until construction is completed.

3.5. 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 IV. Membership and Voting Rights in the Association**

4.1. Membership. Every Owner shall be a member of the Association.

4.2. Voting Rights. Each Owner shall be entitled to one vote for each Lot owned.

#### **Article V. Security and Maintenance of Public Right of Way**

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 VI. Covenant for Maintenance Assessments**

6.1. Creation of the Lien and Personal Obligation of the Assessments. The Association, Covenants and each Owner by acceptance of a deed, whether or not it shall be so expressed in such deed, is 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.

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

6.3. 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:

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

From and after 1991, the maximum Annual Assessment may not be increased more than ten (10%) percent above the previous years assessment, except by a vote of the members who are voting in person or by proxy at a member's meeting.

6.4. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein commenced on January 1, 1989. The amount of the first assessment was \$75.00 per year. 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 a specified Lot have been paid.

6.6. Collection of Assessment, Effect of Non-Payment of Assessment, Personal Obligation of the Owner, Lien, Remedies of the Association. The Association shall collect assessments directly from 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 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, and 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, added to the amount of such assessment, shall be attorney's fees, court costs, the cost of preparing and filing the claim of lien, the complaint in such action and the suit thereon.



6.7. Subordination of the Lien to Mortgages. The lien of the Assessment provided for in this Article 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. In addition, 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, 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 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.

## Article VII. General Provisions

### 7.1. Violations and Enforcement.

7.1.1. Violations of any of the Covenants may be remedied by the Association, its successors and assigns, or by any property owner in Cambridge Greens of Citrus Hills, and the reasonable expenses thereof shall be chargeable to the then Owner of the Lot and be payable upon demand, and enforceable by law.

7.1.2. Enforcement shall be proceedings at law, or in equity, brought by the Association, 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.

7.1.3. The failure of the Association 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 Association of those other provisions of these restrictive covenants.

7.2. 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.

### 7.3. Amendment.

7.3.1. These Restrictions may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the recordation of any instrument adopted by the Owners who collectively hold not less than fifty-one percent (51%) of the votes of the membership in the Association.

7.3.2. Any such amendment to these Restrictions shall conform to the general purpose and standards of the covenants and restrictions heretofore imposed.

7.4. Operation of this Amended and Restated Covenants. This Amended and Restated Covenants shall become effective upon its recordation in the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, \_\_\_\_\_, as President and \_\_\_\_\_, as Secretary of Cambridge Greens of Citrus Hills Property Owners Association, Inc., has hereunto set their hands this \_\_\_\_\_ day of March, 2005.

Witnesses as to both:

CAMBRIDGE GREENS OF CITRUS HILLS PROPERTY OWNERS ASSOCIATION, INC.

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_, President

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2005, by \_\_\_\_\_, as President of Cambridge Greens Property Owners Association, Inc., \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who produced \_\_\_\_\_ as identification and by \_\_\_\_\_, as Secretary of Cambridge Greens Property Owners Association, Inc., \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Stamp: