



Citrus Springs Directory

Free Community Directory presented and maintained by
The Citrus Springs Civic Association

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Citrus Springs Deed Restrictions

Before you build, buy or rent, you should be aware Citrus Springs is a Deed-Restricted Community. These covenants help to protect property values and the quality of life for residents of this wonderful community.

The Citrus Springs Civic Association is in charge of enforcement of the deed restrictions and has an active Architectural Design Review Committee.

BEFORE any proposed Construction, Addition or exterior Modification (new home, pool, enclosure, garage, addition, extension, fence, or shed), you MUST file an [Architectural Design Committee Application](#) and receive approval to insure that such construction is in compliance with the deed restrictions. Failure to comply with this requirement is a violation of the deed restrictions.

The remedies for violation of Deed Restrictions are set forth in item 13 below and include the right to enter upon and remove the structure at the owner's expense.

CITRUS SPRINGS PROPERTY OWNERS:

This Booklet has been put together for your convenience which provides you with the typical Deed Restrictions for residential homesites in the Citrus Springs community.

While the format and contents is similar to the actual deed restrictions, the actual recorded document may vary.

The official recorded Declaration and any amendments may be found in the Public Records of Citrus County as maintained by the Clerk of the Circuit Court. Please see the recorded Declaration affecting

your property for possible variations.

We have included the recording data for each unit in Citrus Springs on the last Page of this booklet.

**TYPICAL DECLARATION OF RESTRICTIONS FOR
SINGLE-FAMILY RESIDENTIAL PROPERTIES LOCATED IN THE
CITRUS SPRINGS SUBDIVISION***

TO WHOM IT MAY CONCERN

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and,

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots located in Citrus Springs Unit_____ and to limit the use for which each and every of the lots located in Citrus Springs Units_____ is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in Citrus County, Florida, to-wit:

(DESCRIPTION OF RESTRICTED PROPERTIES)

are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed, lease or any deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows, to-wit:

ASSIGNMENT OF ENFORCEMENT

On November 8, 1995 the Assignment of Authority under the Declaration of Restriction was recorded with the Clerk of the Circuit Court of Citrus County, Florida, assigning the enforcement of the Deed Restrictions to the Citrus Springs Civic Association.

* This compilation of Declaration of Restrictions represents typical deed restrictions for single-family residential land use only.

Please see the recorded Declaration of Restrictions affecting your property for possible variations.

1. USE RESTRICTIONS

(a) Each and every of the single family residential lots in each unit of Citrus Springs shall be known and described as residential lots and no structure shall be constructed or erected on any residential lot other than one detached single family dwelling, not to exceed two stories in height with a minimum of one car garage or carport under the main roof structure.

(b) One shed may be erected at the rear of the property, subject to architectural board approval.

2. SETBACK RESTRICTIONS.

(a) No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot lines

of said lots; nor nearer than seven and one-half (7.5) feet or ten (10) percent of the width of the lot at the front building setback line, whichever is greater to any interior side lot line; nor nearer than twenty-five (25) feet to the rear lot lines of said lots; except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front lot line of said corner lot, nor nearer than twenty-five (25) feet to the rear lot line, nor nearer than fifteen (15) feet to the side street line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design, have been approved by the Architectural Review Committee as hereinafter discussed in Paragraph 9. For the purpose of this covenant, eaves and steps shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot(s) to encroach upon another lot or easement.

(b) On waterfront lots, no building shall be erected on any part thereof nearer to the high water mark than thirty (30) feet, nor nearer to the rear line, which is the line abutting the street, than twenty-five (25) feet, nor nearer than seven and one-half (7.5) feet or ten (10) percent of the width of the lot at the rear line, whichever is greater to any interior side lot line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the high water mark or to the indicated easement line, whichever is the most restrictive. Such swimming pool enclosure may not be erected unless and until their location, architectural and structural design have been approved by the architectural committee of the subdivider, its successors, or assigns as provided in paragraph 9 herein. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(c) Variations

The following requirements vary from the above general restrictions and are applicable to following subdivided unit and lots herein as noted:

Unit 12 setback restrictions:

On waterfront lots, no building shall be erected on any part thereof nearer to the high water mark than thirty (30) feet, nor nearer to the rear line, which is the line abutting the street, than fifth (50) feet, nor nearer than twenty five (25) feet or ten (10) percent of the width of the lot at the rear line, whichever is greater to any interior side lot line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the high water mark or to the indicated easement line, whichever is the most restrictive. Such swimming pool enclosure may not be erected unless and until their location, architectural and structural design have been approved by the architectural committee of the subdivider, its successors, or assigns as provided in paragraph 9 herein. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

On all other lots, other that waterfront lots, no building shall be erected on any of said lots nearer than fifty (50) feet to the front lot lines of said lots; nor nearer than twenty five (25) feet or ten (10) percent of the width of the lot at the front building setback line, whichever is greater to any interior side lot line; nor nearer than twenty-five (25) feet to the rear lot lines of said lots; except that on corner lots no structure shall be permitted nearer than fifty (50) feet to the front lot line of said corner lot, nor nearer than twenty-five (25) feet to the rear lot line, nor nearer than twenty five (25) feet to the side street line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design, have been approved by the Architectural Review Committee as hereinafter discussed in Paragraph 9. For the purpose of this covenant, eaves and steps shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot(s) to encroach upon another lot or easement.

(d) USE OF MULTIPLE LOTS FOR SINGLE BUILDING SITE

The setback restrictions set forth above shall apply to the exterior perimeter of the combined building site.

(e) No storage shed shall be erected or placed nearer than five (5) feet from any side or rear lot line or easement.

3. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

(a) No lot as shown on this plat shall be divided or resubdivided unless both portions of said lots be used to increase the size of an adjacent lot or lots as platted. Divided portions of lots must extend from fronting street or fronting lake to existing rear property line.

(b). No building having a ground floor area of less than fourteen hundred (1400) square feet shall be erected on the following lots: See Exhibit A.

(c). No building having a ground floor area of less than fourteen hundred (1400) square feet shall be erected on the following lots: See exhibit B.

(d). No building having a ground floor living area of less than eleven hundred (1100) square feet shall be erected on the following lots: See exhibit C.

(e). All lots on "Exhibit D" which are located in Units 5,15,17,19,20 and 26 shall not have a building erected with the ground floor area of less than eleven hundred (1100) square feet.
See Exhibit D.

(f). No building having a ground floor living area of less than fifteen hundred (1500) square feet shall be erected on the following lots: See Exhibit E.

(g). Notwithstanding the above, no building having a ground floor area of less than eighteen hundred (1800) square feet shall be erected on any lot or lots adjacent to or lying continuous to the El Diablo Golf Course or the Citrus Springs Golf Course.

(h). For all lots not described in paragraphs a-g above, no building shall be erected having a ground floor living area of less than one thousand (1000) square feet.

For purposes of computing the square feet area, the area of the building that is completely enclosed, under roof and protected from weather and is intended as the living quarters of the home shall be considered as measured from outside surfaces of the enclosed walls. The ground floor area excludes all garages, carports, entranceways, exterior walkways, covered open-air porches and patios, etc., which shall not be considered in computing the square footage of the ground floor area.

4. NUISANCE, TRASH, ETC.

(a) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

(b) No trailer, basement, tent, shack, garage, barn or other out building erected on any lot shall at any times be used as a residence, temporarily or permanently, nor shall residence of a temporary character be permitted.

(c). No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, or one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. No sign shall be erected, placed or affixed to any trees, shrubs, fences or utility poles. All signs must be of a professional nature so as not to detract from the surrounding area.

(d) No oil drilling, oil developments operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation 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.

(e). No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The pet's owner shall be responsible for insuring that the pet does not stray from the pet owner's property unless under the control of a leash or in other containment.

(f) No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall be not allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

(g). No tractors, recreational vehicles (including campers and travel trailers), trucks (other than trucks for non-commercial purposes of the individual resident used for normal and customary highway driving), trailers (including house trailers, boat trailers and other conveyance devices) or boats and other watercraft may be parked overnight on any of the streets, roads or lots in this subdivision, except upon approval of the Architectural Review Committee when kept in the rear yard screened from view by a six foot high solid fence or type A vegetative buffer. Specific sites with the community may be designated from time to time as authorized sites where parking these items is permitted; however, there is no requirement that such sites be provided and compliance is your responsibility. The Architectural Review Committee may approve the placement of items described herein upon a lot provided it can be kept from view of neighbors and others by a six (6') foot fence or opaque vegetative buffer and provided such fence or buffer is harmonious with the surrounding property uses.

(h). No fence, not exceed six (6) feet in height may be erected to enclose the rear yard of the home, but may not extend beyond the rear wall of the home. Any property owner may petition the Architectural Review Committee to grant a variance to fence beyond the limitations, provided there exists a hardship to the owner not caused by the action or inaction of the owner and further provided that there are substantial and relevant circumstances to warrant additional fencing.

5. WELL WATER

No individual well will be permitted on the above described property, except for irrigation, sprinkler systems, swimming pools or air conditioners. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the Florida Department of Environmental Regulation and/or its successor agencies. The provisions of this paragraph shall not be construed to prohibit or restrict the Subdivider or the local utility company to construct and operate wells in connection with its supply or central water services to its customers.

(6) OBSTRUCTION TO SIGHT LINES

No fence, sign, wall, hedge or shrub planted which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of intersections unless the foliage line is maintained at sufficiently low height to prevent obstruction of such sight lines.

8. DRAINAGE

No changes in elevation of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9. ARCHITECTURAL APPROVAL

No building, structure or removable storage sheds shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to conformity and harmony of design with existing structures in the subdivision and as to structural engineering and design and as to the location of the building (with respect to topography and finished ground elevation,) by an Architectural Review Committee appointed by the Subdivider, its successors and assigns, provided, however, in the event such a Committee is not in existence or fails to take official actions with respect to approval or disapproval of any such design or designs, or location within thirty (30) days, then such approval will be not required, provided that the design and location on the lot conforms to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee the floor areas and setback requirements of the building shall conform with the requirements contained in these restrictions.

(b). No building having been manufactured off-site shall be permitted for use as living quarters. However, modular units built off-site and brought in to construct on-site and meeting all Citrus County, State of Florida and Federal requirements shall be permitted.

(c). All residential homes constructed in Citrus Springs must be designed to be compatible with the existing homes within the area.

10. DEFINITION OF "SUCCESSORS AND ASSIGN"

As used in these restrictions, the words "Successors and Assigns" shall not be deemed to refer to an individual purchaser of a lot or tract in this subdivision from the Subdivider, but shall be deemed to refer to the successor or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Citrus County, Florida, specifically referring to this provision of these restrictions.

11. DURATION OF RESTRICTIONS

These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them for a period of approximately thirty (30) years from the date of execution. At the expiration of the initial period, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots or tracts affected by that particular Declaration, it is agreed to change said covenants in whole or in part; provided, however, the restrictions affecting waterfront lots may not be changed or amended without the vote of a majority of the then owners of waterfront lots.

12. AMENDMENTS TO RESTRICTIONS

Recorded June 29, 1987 Book 744 Pages 1802-1808

The Subdivider or its successors or assigns, may in accordance with the conditions hereinafter set forth, amend any of the restrictions for limitations contained herein by filing an amended Declaration of Restrictions. The Subdivider has the discretion to make any amendments hereto that it deems are reasonable and justified; However, the Subdivider shall not propose to make any amendment to these restrictions which would materially injure or diminish the rights of any other property owner who shall also be subject to this Declaration of Restrictions affecting property shown on the plats of Citrus Springs Subdivision, whether recorded now or in the future. Furthermore, the Subdivider may include in any Declaration of Restrictions, contract, agreement for deed, or deed of conveyance hereinafter made, conveying other property within the Subdivision, any additional conditions, restrictions and covenants.

13. REMEDIES FOR VIOLATIONS

(a). In the event of a violation or breach of any of the restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

(b). In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

(c). The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. However, in no event shall any lot owner legally in title to their property at the time these Restrictions are recorded be required to comply with the increased minimum square footage requirements for dwellings as provided for in amendments to Section 3, Residential Sites and Building Size Restrictions, as enumerated in paragraph 4 above, even though compliance would be appreciated by the CSCA. These Amendments will, further be binding upon any assignee, successor in interest or grantee of the present owner(s). Any new construction upon any lot described herein shall be subject to this Amendment to Declaration of Restrictions, except as provided in this paragraph.

(d). Each and every lot owner is responsible for the conduct and compliance of his or her tenant, if applicable, with these restrictions.

(e). Although every reasonable opportunity will be provided to remedy violations of these Restrictions, in the event the Association is required to expend costs in obtaining compliance by a lot owner to insure compliance with these Restrictions, the legal and administrative costs incurred by both parties shall be

the sole responsibility of the lot owner. The Association shall be entitled to place a lien upon the property owned by a non-compliant lot owner for the sum of any and all costs incurred as a result of non-compliance with these Restrictions which sum shall bear interest at the rate of 10% per annum.

14. SEVERABILITY

Invalidation or removal of any of these covenants by judgement, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

DEFINATION OF STRUCTURE

Anything constructed, installed or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. Structure also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs.

Index of recorded Deed Restrictions affecting platted Single-family Residential Lots of the Citrus Springs Subdivision of Units 1 through 27, as recorded among the Public Records of Citrus County, Florida.

Unit No.	Date of Instrument	O.R. Book	Pages	Date Recorded
1	Oct.17, 1969	254	274-284	Oct. 20, 1969
1 amendment	Feb. 24, 1970	261	10-11	Feb. 24, 1970
1	Feb. 24, 1970	261	12-20	Feb. 24, 1970
2	Oct. 31, 1969	255	33-42	Nov. 3, 1969
3	Oct. 31, 1969	255	43-53	Nov. 3, 1969
3 amendment	Jan. 14, 1970	258	722-724	Jan. 16, 1970
4	Dec. 3, 1969	256	619-630	Dec. 5, 1969
5	Dec. 4, 1969	256	607-618	Dec. 5, 1969
5 amendment	Jan 14, 1970	258	725-727	Jan. 16, 1970
6	Dec. 4, 1969	256	596-606	Dec. 5, 1969
7	Mar. 23, 1970	262	470-479	Mar. 27, 1970
8	Mar. 23, 1970	262	460-469	Mar. 27, 1970

9 Apr. 23, 1970 264 122-131 Apr. 27, 1970
10 Apr. 23, 1970 264 132-141 Apr. 27, 1970
11 May 20, 1970 265 643-653 June 1, 1970
12 May 21, 1970 265 654-661 June 1, 1970
13 June 4, 1970 266 326-334 June 9, 1970
14 June 5, 1970 266 561-569 June 15, 1970
15 June 18, 1970 267 119-127 June 22, 1970
16 Aug. 7, 1970 A1 106-114 Aug. 12, 1970
17 Aug. 10, 1970 A1 115-122 Aug. 12, 1970
18 Nov. 19, 1970 A19 410-418 Nov. 23, 1970
19 Dec. 21, 1970 22 710-718 Dec. 21, 1970
20 Jan. 22, 1971 25 143-152 Jan. 25, 1971
21 Mar. 4, 1971 A25 381-389 Mar. 8, 1971
22 May 6, 1971 A31 746-754 May 17, 1971
23 June 10, 1971 A33 594-602 June 15, 1971
24 June 10, 1971 A33 693-610 June 15, 1971
25 Nov. 8, 1971 A37 144-152 Nov. 10, 1971
26 Dec. 12, 1971 A46 331-338 Dec. 13, 1971
26 Dec. 14, 1971 A46 427-434 Dec. 21, 1971
27 June 14, 1973 A47 523-532 June 15, 1973
All June 24 1987 744 1802-1808 June 29, 1987
All Jan. 12, 2000 1344 141-164 Jan. 14, 2000

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