

**FAIRVIEW ESTATES OF CITRUS HILLS  
RESTRICTIVE COVENANTS AND EASEMENTS (1)**

CONSOLIDATES BY THE 1997 BOARD OF DIRECTORS

Please refer to Page 12 for the list of Referenced Official Documents

The lands of Fairview Estates are held and shall be conveyed subject to:

- (a) The following covenants and restrictions which shall run with the land for thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the owners of a majority of all the lots shown whole or in part, shall have been recorded.
- (b) The easements referred to in Article II hereof, which shall be perpetual in duration.

**ARTICLE I  
ARCHITECTURAL CONTROL BOARD**

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

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**Section 2. Construction.** No building, fence, wall, swimming pool or other structure of landing 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, kin, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, driveways, fences and screen, and landscaping.

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

(a) Complete plans and 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 out buildings and walls or fences.

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

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

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

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

**Section 4. Notice of Board Action.** The ACB shall notify the owner in writing of the ACB's approval or disapproval within 30 days after the filing of plans and specifications. If no response from the ACB is returned to the owner (5) within 45 days after submission of the plans to them, then such approval will not be required, but all other restrictions and conditions herein contained shall remain in force.

**Sections 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.

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**Section 6. (2) Definitions.** The following words when used in this Declaration and amendments thereto, (unless the context shall prohibit) shall have the following meanings:

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

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

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

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

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

(f) “Declarant” shall mean and refer to ZSMD PROPERTIES, A JOINT VENTURE or its successors and assigns.

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

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

## **ARTICLE II GENERAL USE RESTRICTIONS**

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

### **Section 2. Uses and Structures.**

(a) No lot shall be used except for residential purposes and no structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height as permitted by county zoning laws. (4) A second structure will be permitted for use as maintenance, storage or workshop building only if its outside dimensions do not exceed: 14’ length x 14’ wide x 8’ height; and such structure must and shall conform to house design, material, color, roof contour, etc.

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

(c) (4) No trailer, baerment, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these Covered by these Covenants shall at any time be used for human habitation. The maintenance, storage or keeping of a recreational vehicle, (including a mobile home, motor home, travel trailer, or motor boat, houseboat, or similar water borne vessel), or an inoperative vehicle, shall only be allowed on any Lot if it is maintained, stored or kept completely within a residential structure which has been approved by the ACB. Notwithstanding any provision any provision to the contrary, an owner, renter, or guest of an Owner or renter, of a Lot shall be permitted a period of no more than forty-eight (48) hours for the exclusive purposes of loading or unloading such vehicle.

(d) Any electrical or mechanical equipment, and satellite TV reception dish, if otherwise visible from the road right of way, shall be shielded therefrom by shrubbery or by an enclosure. However, if and when such time as cable television service is available into the subdivision, television

antennas and/ or satellite reception dishes will no longer be permitted. (4) No outdoor clotheslines are permitted.

(e) (4)No garage, or other structure designed for storage, shall open toward the street from which the dwelling structure has its address;; notwithstanding this provision, a standard size, (not to exceed 36" x 80") residential type door shall be permitted to open toward the street.

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**Section 3. (2) "Lot Area and Width. Set Back. Size of Building, Prohibitions Against Subdividing Platted Lots".**

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

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

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

(d) No residential structure shall be constructed which is less than 1,650 square feet of living area excluding carports, patios, porches or similar covered unheated or uncooled areas. This specific provision shall not apply to residences on lots 18, 19, and 20 in Block A which residences were in existence at the time of this Amendment.

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

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

**Section 6(4). Fences and Hedges.** No fence or wall shall be erected or maintained in the front beyond the front building setback line. No wire, chain link, or cyclone fencing is permitted on any Lot. No fence or hedge over three feet (3') in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained which shall:

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- (a) unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets.
- (b) detract from the overall appearance of the property (the use of rough hewn woods or natural plantings as fencing and screening materials is encouraged); or
- (c) stand greater than six feet (6') in height.

**Section 7. Garbage and Rubbish.** Garbage and rubbish shall not be dumped or burned or allowed on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on the lots so as not to be visible from the road. All refuse receptacles, propane gas tanks and fuel oil tanks shall be so constructed, placed or screened so as not to be visible from any public roads.

Section 8. (2) 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 lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each platted lot for utility installation and maintenance where an easement has not previously been established by the dedications on the plat of the properties.

**Section 9.(3) Signs.** For purposes of these Restrictions, "sign" shall include, but not be limited to flags, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images. No sign may be erected on any lot without the advance written consent of the ACB. No sign shall exceed twelve (12) inches by eight (8) inches in size and each Lot will be limited to one sign which shall be placed at least ten (10) feet from the front and side lot lines. All signs shall be placed on one post which may not exceed one (1) inch in diameter and shall be painted flat black in color. No part of the sign or post may be taller than forty-eight (48) inches from the ground. Except in the case of signs advertising a Lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days except upon prior written approval by the ACB. No sign advertising a Lot or house the ACB shall have the right to remove signs which fail to comply with this section if the owner of the property on which the sign is located fails to remove it within twenty-four (24) hours of a request for removal by a Lot owners, the Declarant and/or the ACB or its representative. The Board of Directors of the Association may, by resolution, permit the Association to erect reasonable and appropriate signs. Notwithstanding any provision to the contrary, the Developer (Fairview Estates of

Citrus Hills) or its assigns may erect signs larger than the above-described dimensions at its model homes and other buildings located throughout the property.

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

**Section 11.(2) 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.

**Section 12.(4) Commercial Vehicles.** No vehicle which has more than two (2) axles, and no vehicle which has a larger load capacity than one (1) ton, will be permitted to park overnight on any Lot unless it shall be stored completely within the garage.

**Section 13.(4) Landscaping.** All areas of the ground which are disturbed during the construction of a structure on any Lot are to be covered, within ninety (90) days after completion of such construction, by plantings, sod, sprouts, seeds, etc. Such landscaping shall be maintained in a neat and attractive condition.

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## **ARTICLE III(2)**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot, or a purchaser under an Agreement for Deed, as those terms are defined in the Declaration, shall be a member of the Association.

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

## **ARTICLE IV.(2)**

### **SECURITY AND MAINTENANCE OF PUBLIC RIGHT OF WAYS**

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

**ARTICLE V.(2)**  
**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 Lots shall by acceptance of a deed therefore, whether or not is 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”); and Annual and Special Assessments to be established and collected as hereinafter provided.

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

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

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

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

**Section 4. Notice and Quorum for Any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of laying an Annual Assessment shall be sent to all Members not less than 10 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 35 percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ½ of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 5. Date of Commencement of Annual Assessment: Due Dates.** The annual assessments provided for herein shall commence on January 1, 1987. The amount of the assessment for the first year shall be \$75.00. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due dates and times for payment which

may be monthly, quarterly, semi-annually, or annually shall be established by the Board of Directors. The association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified lot has been paid. Persons acquiring lots from Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the lot.

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

If the Assessment is not paid within Thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or Lots on which the assessment is unpaid, or may foreclose the lien against the Lot or Lots on which Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and cost of preparing and filling the claim of lien, the complaint in such action and the suit thereon.

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

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

thereby automatically terminating its obligation to fund deficits in the operating expenses of the Association.

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

## **ARTICLE VI (2) GENERAL PROVISIONS**

### **Section 1. Violations and Enforcement.**

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

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

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

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

**Section 3.(4) Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of the agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by:

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

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

**Section 4. Rezoning.** So long as Developer, its successors or assigns, is the owner of fifty (50) percent or more of the lots subject to these restrictive covenants, the Developer on its behalf as well as

it successors or assigns reserves the right to rezone a block or blocks of contiguous lots for multi-family, condominium or cluster housing, or similar higher density residential use so long as such block or blocks of contiguous lots are separated from adjacent properties by a street or some other similar buffer. Any such rezoning would be governed by the requirements of the authorities of Citrus County and the extent that the rezoning was approved, these restrictive covenants as it pertains to set back, use, lot area and width are deemed amended to be consistent with the rezoning requirements of Citrus County. The foregoing right to amend to allow rezoning recognizes that such rezoning may be conducive to improving the quality of life and the aesthetics of the development and to promote and enhance the values of the properties subject to these restrictive covenants.

REFERENCES AND EXPLANATIONS OF THE ABOVE DOCUMENT:

This document consolidates listed below and removes legal wording in an effort to make the Fairview Estates Covenants easy to read understand.

Superscripts indicate locations where additions, deletions and/or modification in whole or in part by recorded amendments have been edited into Documents #1:

**LIST OF REFERENCED ORIGINAL DOCUMENTS**

**Superscript 1.** “Fairview Estates Restrictive Covenants and Easements” Declaration made on July 31, 1984 by ZSMD Properties, the Developer (Now Citrus Hills Investments Properties, Inc.). See Citrus County Official Records Book 647, Pages 1667-1676.

**Superscript 2.** “Amendment to Fairview Estates Restrictive Covenants and Easements”: dated June 20, 1986. See Citrus County Official Record Book 717, Pages 1747, et seq.

**Superscript 3.** “Amendment to Restriction Recorded in Official Records Book 647, Pages 1667-1676 of the Public Records of Citrus County, Florida” dated February 18, 1992. See Citrus County Record Book 0925, Pages 1555-56.

**Superscript 4.** “Amendment to Restrictions Recorded in Official Book 647, Pages 1556-1676 of the Public Records of Citrus County, Florida” dated April 14, 1992. See Citrus County Records, Book 0934, Pages 1637-1639.

**Superscript 5.** Rewording to clarify unintelligible sentence in original document.