

*Celina Hills  
Property Owner's  
Handbook*

*January 2002*

# *Celina Hills Property Owner's Handbook*

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## INTRODUCTION

The purpose of this booklet is to provide the property owner's of Celina Hills with a version of the current Declaration of Covenants, Conditions, and Easements that is easier to read and understand. All the amendments filed since the original document was prepared have been incorporated into this booklet. In the event of conflict between this document and the recorded documents on file with the court, the filed court version shall take precedence.

Numbers in parentheses prefixed by an asterisk indicate sections or paragraphs that have been revised in accordance with the following recorded amendments:

- (\*1) = Amendment dated 5/86
- (\*2) = Amendment dated 12/88
- (\*3) = Amendment dated 6/90
- (\*4) = Amendment dated 2/92
- (\*5) = Amendment dated 12/92

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## DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

### RESTRICTIVE COVENANTS AND EASEMENTS

DECLARATION made this 13th day of November, 1984 by CELINA HILLS ASSOCIATES, a New Hampshire partnership, hereinafter called the "Partnership", and

(\*2) WHEREAS, the Partnership is the sole owner of certain lands in Citrus County, Florida, as shown on exhibit "A", attached hereto, and,

(\*2) WHEREAS, it is the Partnership's intention that the lands aforesaid be made subject to certain restrictive covenants upon the use of each and every parcel located therein, and

(\*2) WHEREAS, it is the intention of the Partnership to reserve unto itself the right to, from time to time, bring other land under these provisions hereof by recording supplemental declarations:

(\*2) NOW THEREFORE,

In all other respects, the restrictions are confirmed by the Declarant, Celina Hills Associates, a New Hampshire Partnership.

### 1. USES AND STRUCTURES (\*5)

(a) No lot shall be used except for residential purposes and no structure 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. Notwithstanding this provision, a second structure will be permitted for use as a maintenance, storage or workshop building only if its outside dimensions do not exceed 14' length x 14' width x 8' height; and, any such structure must and shall conform to house design, material, color, roof contour, etc.

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- (b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall any business of any kind or noxious or offensive activity be carried on upon any lot, within or without the dwelling; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation. The 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 an ACB-approved structure. Notwithstanding any provisions 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 purpose of loading and unloading such vehicle.
- (d) Any electrical or mechanical equipment, if otherwise visible from the road right of way, shall be shielded there from by shrubbery or by an enclosure. And, so long as cable television service is available in the subdivision, television antennas and/or satellite reception dishes will not be permitted [Federal law permits satellite dishes up to eighteen (18) inches in diameter].
- (e) 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 an ACB-approved structure.
- (f) 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.
- (g) Power Lines. No aboveground power poles shall be permitted whose sole function is to supply power from a major power supply artery to an individual private dwelling. It being the intent of the Developer that all equipment necessary to deliver electrical service from a main supply line to an individual private dwelling be located underground. Each residential lot owner shall be solely responsible for any costs associated with running a power source underground from a main supply line to his or her private dwelling.

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## **2. LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING**

- (a) No structure shall be built on a lot having an area less than 10,000 square feet.
- (b) No structure shall be built or placed on a lot having a width of less than 70 feet (at the building or placement line of such structure). No structure shall be built or placed upon a lot nearer than 25 feet to the front lot line; 20 feet to the rear lot line; 10 feet from the side lot line; 25 feet to the side street line of a corner lot. (\*5)
- (c) Swimming pools shall not be constructed less than 10 feet from rear or side lot lines.
- (d) The heated area of the building shall be not less than 1,200 square feet. (\*5)

## **3. DRILLING AND MINING**

No oil drilling, oil development 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 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.

## **4. 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, cats or other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

## **5. FENCES AND HEDGES (5\*)**

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 (3) feet in height shall be permitted along the front. No fence or hedge shall be erected or maintained which shall:

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- i) unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets;
- ii) 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
- iii) stand greater than four (4) feet in height.

### **6. GARBAGE AND RUBBISH (5\*)**

Garbage and 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 constructed, placed or screened so as not to be visible from any public roads.

### **7. CENTRAL WATER SYSTEM (1\*)**

The developer has caused to be installed a central water system to serve the property. The central water system will be owned and operated by Citrus County Municipal Service Taxing Unit for Water and Wastewater Utility Services ("the Service Unit"), its successors and assigns. By virtue of the construction of the central water system, the use of individual wells is prohibited, except for irrigation purposes, and such wells may not be connected to any potable water system. Lot owners are required to connect to the central water system at the time of the construction of a residence thereon and pay the established hook-up fees and connection charges as required by the developer or its successors or assigns. Lot owners shall be obligated to pay those fees and charges as set forth in the Agreement with the Service Unit established by the service agreement as in effect from time to time, it being the intention of this provision of the Restrictive Covenants to incorporate the provisions for charges as set forth and established and provided for in the central water system developer's agreement with the Citrus County Municipal Service Taxing Unit For Water and Wastewater Utility Services.



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### 8. EASEMENTS

(a) Easements are hereby reserved to the Company, its successors and assigns, for the construction, installation and maintenance of any and all utilities, inclusive of electricity, gas, cable TV, telephone, water, drainage and sewer facilities. Such easements shall be confined to a 10-foot width along the rear and sidelines of every lot and along every street, road or highway abutting any lot. From and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the side lot lines. No building or structure shall be erected nor any paving laid nor any filling or excavating done within the easement areas occupied by or reserved for such facilities.

(b) The Company, its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas, telephone and cable TV facilities within such easement and right-of-way areas, and shall also have an easement in general in and over each lot for access to such easement areas, and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

### 9. SIGNS (5\*)

For the purpose of these Covenants, "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 which 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 that 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. No sign advertising a Lot or house for sale shall include the price being asked by the Owner. The Partnership, the Property Owners Association, the Architectural Control Board and/or another lot owner 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.

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Notwithstanding any provision to the contrary, the Partnership or its assigns may erect signs larger than the above-described dimensions at its model homes and other buildings located throughout the property.

## **10. VIOLATIONS AND ENFORCEMENT (5\*)**

(a) Violations of any covenant or restriction may be remedied by the Partnership, its successors and assigns, by the Property Owners Association, by the ACB, or by any property owner in Celina Hills. The reasonable costs, including attorney's fees, shall be chargeable to the then owner of the lot and be payable upon demand.

(b) Enforcement shall be by proceedings at law or in equity brought by the Partnership, its successors and assigns, by the Property Owners Association, by the ACB, or by any property owner in Celina Hills against any person or persons violating or attempting to violate any covenants, to obtain an injunction, or to recover damages, or both.

(c) The failure of the Partnership, or any other proper enforcer, 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 Partnership of those or other provisions of these restrictive covenants.

## **11. 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 that shall remain in full force and effect.

## **12. AMENDMENT**

The Partnership reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than fifty percent (50%) of the lots described herein.

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### 13. CELINA HILLS PROPERTY OWNERS ASSOCIATION, INC. (2\*)

- (a) There is hereby created a Celina Hills Property Owners Association, Inc., which shall be responsible for maintenance and care of all common areas of the real property subject to this Declaration, as amended.
- (b) Every purchaser under an Agreement for Deed or other conveyance shall be a member of the Association.
- (c) Each owner of a platted or replatted residential lot/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 years after the 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% or more of the lots in the property, they shall be entitled to elect one member of the Board of Directors. Declarant shall have the right to elect one member of the Board of Directors at the annual meeting until such time as Declarant no longer holds title to any portion of the properties.
- (d) The Declarant covenants, and each owner of any lot or lots shall by acceptance of a Deed or by the execution of an Agreement for Deed, whether or not it is so expressed in such Deed or Agreement for Deed, be deemed to covenant and agree that the Association shall have the right to levy and fix:
- 1) annual assessments, hereinafter referred to as "annual assessments", and,
  - 2) special assessments hereinafter referred to as "special assessments", such annual and special assessments to be established and collected as hereinafter provided, and that each owner shall be responsible for such annual assessment.
- (e) The assessment levied by the Association shall be used exclusively for the improvement and maintenance of public right of way located within Celina Hills Subdivision (to the extent not provided for by municipal, county and state governments); provide for the staff expenses, if any, of the Property Owners Association, and any boards or committees that said Association may establish; and provide such other services which the Association is authorized to provide.

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(f) Except as otherwise provided herein, the annual assessment shall not be more than the sums calculated in accordance with the following schedule:

1) A platted or replatted lot - \$75.00 per annum; until 1991 the maximum annual assessment may not be increased by more than 10% above the maximum assessment for the previous year.

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2) From and after 1991 the maximum annual assessment may not be increased more than 15% 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. 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.

(g) Written notice of any meeting called for the purpose of levying an annual assessment shall be sent to all members not less than 10 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 35% 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 17.5% of all votes of the membership. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

(h) The annual assessments provided herein shall commence on January 1, 1989. 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 30 days in advance of each annual assessment. Subject to the provisions of Section 6 above, 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. Persons acquiring lots from the Declarant or its successors or assigns shall be subject to paying the pro-rata share of the annual assessment imposed on the lot.

(i) 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,

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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 each lot. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date when due at the highest rate permitted by law. 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 pursue one or more such remedies at the same time or successively and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim or lien, the complaint, and such action in the suit thereon. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

(j) The lien of assessments provided for in this paragraph shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim or 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. The mortgagee in possession, a receiver or purchaser at a foreclosure sale, or a mortgagee that has acquired title by Deed in Lieu of Foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any lot by reason of the provisions of this section shall be deemed to be assessment divided equally among, payable by, and a lien against all lots, including the lots as to which the foreclosure or conveyance in lieu of foreclosure took place.

(k) 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. The Declarant may at any time commence paying such assessment that it owes, and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

(l) A 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.

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## 14. ARCHITECTURAL CONTROL BOARD (5\*)

- (a) There is appointed for the purposes and with the powers hereafter expressed, an architectural control board (the "ACB") whose initial members shall be Mary Rousch, Jay Rousch, Eugene Falk, Robert Smith, Douglas Mott, Michael Burns and Arthur Kratzert, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days of the time when said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative(s) 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.
- (b) 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, change or 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 the ACB 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.
- (c) Plans and Specifications. Plans and specifications for final approval shall include the following:
- i) 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 residence, garage, and outbuilding and any proposed walls or fences;
  - ii) Front elevation and both side elevations, or front elevation, one side elevation and rear elevation of building, and elevations of any prospective walls and fences;

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- iii) A perspective drawing if deemed necessary by the ACB to interpret adequately the exterior design;
  - iv) Manufactured or prefabricated homes shall not be approved by the ACB; and
  - v) One set of blueprints shall be left with the ACB until construction is completed.
- (d) Notice of Board Action. The ACB shall notify the owner in writing of the ACB's approval or disapproval within 30 days after the filing of plans and specifications and location.
- (e) Inspections. The ACB or its authorized representative(s) may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF CELINA HILLS

Celina Hills as recorded in Plat Book 12, Pages 30 to 33 inclusive of the Public Records of Citrus County, Florida recorded on December 22, 1981

<u>LOTS</u>	<u>BLOCK</u>
1-39	B
7-25	C
1-49	D
1-9, 22-30	E
1-49	F
1-35	G
13-15	H

Lots 1-10 of Block A and Lots 1-11 of Block I have been removed and exempt from Declarations of Celina Hills Property Owner's Association (3\*)

212 parcels

Celina Hills as recorded in Plat Book 12, Pages 87 to 88 inclusive of the Public Records of Citrus County, Florida, known as Celina Hills First Replat

<u>LOTS</u>	<u>BLOCK</u>
40-46	B
1-6, 26-38	C
10-21	E
36-41	G
1-11	H

55 parcels