

37.00

CELINA HILLS

RESTRICTIVE COVENANTS AND EASEMENTS

DECLARATION made this 13 day of NOVEMBER, 1984,
by CELINA HILLS ASSOCIATES a New Hampshire Partnership, herein-
after called the "Partnership"; and

WHEREAS, the Partnership is the owner of certain lands in
Citrus County, Florida, as shown on Exhibit "A" attached
hereto.

WHEREAS, it is the Partnership intention that the lands
aforesaid be made subject to certain restrictive covenants upon
the use of each and every parcel located therein;

NOW, THEREFORE, the Partnership declares that the aforesaid
lands 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 then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded.
- (b) The easements referred to in Paragraph 8 hereof, which shall be perpetual in duration.

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Melling
D.O.
VERIFIED BY:

PAUL A. WOODWARD
CLERK COUNTY, FLORIDA
WELF. CLERK
85 JUL 18 AM 8 24

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1. USES AND STRUCTURES

- (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. Mobile homes and manufactured housing are expressly prohibited.
- (b) No structure or any part thereof shall be used for any purpose except as 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 motor vehicle other than a private current licensed passenger type shall be garaged or stored in any garage or carport on any lot. No detached garage or detached carport, on any lot, shall project beyond the front of the structure thereon.

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; 7-1/2 feet from the side lot line; 25 feet to the side street line of a corner lot.

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

(d) The heated area of the building shall be not less than 900 square feet.

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

No fence or wall shall be erected or maintained beyond the front building setback line of 25 feet. No hedge over three (3) feet in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained which shall unreasonably restrict or block the view from an

adjoining lot, or obstruct sight lines at corners and at intersections or driveways with streets.

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 lot so as not to be visible from the road.

7. CENTRAL WATER SYSTEM

The Developer may install, or consent to be installed, a Central Water System to serve the property. In the event a Central Water System is installed to serve the land subject to these covenants, no individual wells shall be permitted for any purpose other than irrigation, swimming pools or other exterior use. Further, lot owners shall be 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, and no residence shall be permitted to use individual wells for domestic water supplies. In the event a Central Water System is completed to each lot, the lot owner thereof shall be obligated to pay a service availability charge to the company providing such service in an amount approved by the Public Service Commission. The service availability charge shall not be imposed unless and until the service has been completed and is available to serve all the lots in the subdivision and shall not be imposed against lots owned by the developer unless mandated by the Public Service Commission.

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 T.V., 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 excavation 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 T.V. 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

No billboards, signboards or advertising devices shall be maintained on any lot or parcel except as may be permitted by the Citrus County zoning ordinances as they presently exist or as they may be subsequently amended.

10. VIOLATIONS AND ENFORCEMENT

- (a) Violations of any covenant or restriction may be remedied by the Company, its successors and assigns, or by any property owner in Celina Hills, and the reasonable expenses thereof shall be chargeable to the then owner of the lot and be payable upon demand. The foregoing shall be alternative, or in addition to the enforcement provisions of subparagraph 10(b).
- (b) Enforcement shall be by proceedings at law or in equity brought by the Company, its

Book 674 Page 1420

successors and 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.

- (c) The failure of the Partnership 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 wise affect any of the other covenants which 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.

IN WITNESS WHEREOF, the said CELINA HILLS ASSOCIATES,
a New Hampshire Partnership, has to be signed in its name
this 13 day of NOVEMBER, 1984.

Signed, sealed and delivered
in the presence of:

[Signature]
BY: General Partner
Title

Attest: N/A
Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

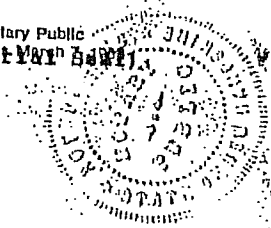
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared SAMUEL A. TAMPOS, JR. to me known to be the person(s) described as GENERAL PARTNER OF CELWA HILLS ASSOCIATES in and who executed the foregoing Restrictive Covenants and Easements, and acknowledged before me that HE executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 13 day of NOVEMBER, 1984.


NOTARY PUBLIC

My Commission Expires:

ROY P. KING, Notary Public
My Commission Expires: NOVEMBER 1985



This instrument was prepared by:

CARL A. BERTOCH, ESQUIRE
BERTOCH AND MANN, P.A.
537 East Park Avenue
Post Office Box 3106
Tallahassee, FL 32315-0106

LEGAL DESCRIPTION

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>
1-10	A
1-39	B
7-25	C
1-49	D
1-9; 22-30	E
1-49	F
1-35	G
13-15	H
<u>1-11</u>	I

233 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
<u>1-11</u>	H

55 PARCELS

EXHIBIT "A"

BOOK 674 PAGE 1423

400 R

AMENDMENT TO RESTRICTIVE COVENANTS

As recorded in O.R. Book 674, Pages 1415-1423, Inclusive

WHEREAS, Celina Hills Associates has hereto caused Restrictive Covenants and Easements to be created in the Celina Hills Subdivision, which Restrictions were duly recorded on July 18, 1985 in Official Records Book 674, Pages 1415-1423, inclusive; and

WHEREAS, at the time of recording, the Restrictive Covenants indicated an intention on the part of the developer to construct a central water system to serve the property; and

WHEREAS, the developer has now caused to be installed a central water system, which system will be turned over to and operated by the Citrus County Municipal Service Taxing Unit for Water and Wastewater Utility Services;

WHEREAS, part of the Agreement with the Citrus County Municipal Service Taxing Unit for Water and Wastewater Utility Services is that individual wells are prohibited, except for irrigation purposes, and such wells may not be connected to any potable water system.

NOW, THEREFORE, Paragraph 7 as contained on page 4 of the referenced Restrictive Covenants is hereby amended to read as follows:

7. 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 the 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

Return To Marsha Title Co., Inc.

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.

In all other respects the foregoing Restrictive Covenants are ratified and confirmed.

EXECUTED this 12th day of May, 1986.

WITNESSES:

Sandra W. Thompson
E. P. O'Neil

CELINA HILLS ASSOCIATES,
a General Partnership

By: Samuel A. Tamposi, Jr.
Samuel A. Tamposi, Jr.

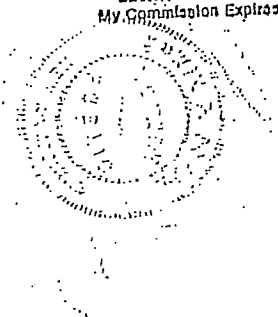
STATE OF FLORIDA New Hanover
COUNTY OF CITRUS Hillbrough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Samuel A. Tamposi, Jr. of CELINA HILLS ASSOCIATES, a General Partnership, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 13th day of May, 1986.

Edwin P. O'Neil
NOTARY PUBLIC, State of Florida New Hanover
at Large.

My Commission Expires:
EDWIN P. O'NEIL, Notary Public
My Commission Expires April 11, 1989



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FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CONNOR, CLERK
454676
D.C.

This Instrument Was Prepared By:

Carl A. Bertoch of
Bertoch and Mann, P.A.
537 East Park Avenue
Post Office Box 3106
Tallahassee, FL 32315-0106
(904) 222-2563

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AMENDMENT TO RESTRICTIONS RECORDED IN
OFFICIAL RECORDS BOOK 674, PAGES 1415 THROUGH 1423,
INCLUSIVE, OF THE PUBLIC RECORDS OF
CITRUS COUNTY, FLORIDA

WHEREAS, Celina Hills Associates, a New Hampshire Partnership, is the developer of Celina Hills Subdivision, which is duly platted of record in Plat Book 12, pages 30 to 33, inclusive, of the public records of Citrus County, Florida; and,

WHEREAS, Celina Hills Associates has previously caused to be recorded Restrictive Covenants and Easements in the Public Records of Citrus County, Florida, in Official Record Book 674 at pages 1415 through 1423, inclusive, and as amended in Official Record Book 705 at pages 1801 through 1802, inclusive, of the Public Records of Citrus County, Florida, and,

WHEREAS, Celina Hills Associates desires to create a Property Owners Association which shall be responsible for the care and maintenance of roadways and common areas within the Celina Hills Subdivision; and,

WHEREAS, Celina Hills Associates desires to require that electrical connections from the paved streets within Celina Hills to residential homes be located solely underground, and residents shall be solely responsible for the costs associated with running said power lines underground; and,

WHEREAS, Celina Hills Associates desires to mandate that no residential structure unit shall be constructed within Celina Hills which contains less than 1,000 square feet of living area; and,

WHEREAS, Celina Hills Associates desires to reserve the right to incorporate additional real property within the authority

✓ Carl A. Buttoch
P.O. Box 3106
Tallahassee, FL 32315

of these restrictions, as well as to impose these restrictions on any replatting of the lots subject to these jurisdictions, which replatted lots shall be not less than one half acre in size, as well as prohibit any further subdividing or dividing of lots unless they are the subject of a plat filed and approved pursuant to the requirements of Citrus County; and,

WHEREAS, Celina Hills Associates, the declarant herein, does hold title to substantially more than 50% of the lots as required by Section 12 of the Restrictive Covenants and Easements for Celina Hills, and, in fact, holds title to more than 90% of the residential lots.

NOW, THEREFORE, the Declaration shall be amended as follows:

1. There shall be created a new Section 13 to the Declaration of Restrictive Covenants and Easements for Celina Hills, entitled "Celina Hills Property Owners Association, Inc.", hereinafter referred to as the "Association", and shall be in substantially the following form:

13. CELINA HILLS PROPERTY OWNERS ASSOCIATION, INC.

- (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 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 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 the 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 be 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 assessments levied by the Association shall be used exclusively for the improvement and

maintenance of public rights 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.

(E) 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.

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 ten days nor 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 Six 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, 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 may foreclose the 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 of 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 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.

(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 interests may appear.

NOW, THEREFORE, the Declaration shall be amended as follows:

2. USES AND STRUCTURES shall be amended by section (d), which shall be in substantially the following form:

(d) No above-ground 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.

NOW, THEREFORE, THE Declaration shall be amended as follows:

3. LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING:, is hereby amended by amending section (d) therein in substantially the following form:

(d) The heated area of the building shall not be less than 1,000 square feet.

NOW, THEREFORE, the Declaration shall be amended as follows:

4. The preamble to the Restrictive Covenants and Easements shall be amended to read substantially as follows:

WHEREAS, the Partnership is the sole owner of certain lands in Citrus County, Florida, as shown on Exhibit "A", attached hereto; and,

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,

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:

NOW, THEREFORE, . . .

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

IN WITNESS WHEREOF, Celina Hills Associates, a New Hampshire Partnership, has hereunto set its hand this 22nd day of December, 1988.

Suzanne M. Daly
Witness

CELINA HILLS ASSOCIATES, a New Hampshire Partnership

Patricia A. Beaulieu
Witness

BY: Celina Ann Tamposi
Celina Ann Tamposi
Managing Partner

STATE OF NEW HAMPSHIRE,)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Celina Ann Tamposi, to me known to be the person described as Managing Partner of Celina Hills Associates, in and who executed the foregoing Amendment to