71.00 h

RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration is made this _____ day of June 1990, by Tamposi Family Investment Properties, a New Hampshire Partnership hereinafter called the "Partnership".

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

WHEREAS, it is the intention of the Partnership 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 lands under these provisions thereof by recording supplemental declarations.

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 years from the date hereof after which they shall automatically extend for successive periods of 10 years each unless an instrument signed by the then owners of a majority of all the lots as shown on exhibit "A" attached hereto 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 shall be perpetual in duration. \circ

1. <u>USES AND STRUCTURES</u>

- (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 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 motor vehicle other than a private currently 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) Lots encompassed by this Declaration may be divided or resubdivided, provided that, neither the lot divided or resubdivided nor the newly created lot, as a result of the division or resubdivision, shall contain an area of less than 20,000 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 be 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) No above ground power pole 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 cost associated with running a power source under ground from a main supply line to his/her private dwelling.

(e) The heated area of a building shall be not less than 1,000 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 without streets.

6. GARBAGE AND RUBBISH

Garbage or rubbish shall not be dumped or burned or allowed town remain on any lot except that garbage, rubbish or other debris, on property contained in a metal or plastic receptacle, may be placed outside the dwelling for collection of 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 has cause 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 District for Water and Wastewater Utility Service hereinafter referred to as the "Service Unit". As 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 cental water system at the time of construction of a residence thereon and pay the established hookup fees and connection charges as required by the Developer or the Service Unit or their 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 is 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 agreement with the Citrus County Municipal Taxing Service Unit for Water and Wastewater Utility Services.

(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 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 purposes 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 on 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 Partnership, its successors and assigns, or by any property owner of a lot as shown on exhibit "A" attached herein 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 Partnership, its 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 including the right of the prevailing party to recover reasonable costs and attorney's fees incurred by bringing such an action.
- (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 the restrictive covenants.

11. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions by judgement 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 fifteen percent (15%) of the lots described on exhibit "A" attached hereto.

IN WITNESS WHEREOF, the subdivider, Tamposi Family Investment Properties, a New Hampshire Partnership, has caused these presents to be executed by its proper duly authorized representative the day above first written.

Tamposi Family Investment Properties

By: And Stry Samuel A. Tamposi, Jr. Managing General Partner

STATE OF New Hompshie COUNTY OF Selleto

before me personally appeared frames a families. to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this and day of

Notary Public State of New Hampshire at Large

My commission expires:

This Instrument Prepared by: Richard Wm. Wesch, Esq. Citrus Hills Investment Properties 2416 North Essex Avenue Hernando, Florida 32642

Tatricis A. Bendley NOTARY PUBLIC STATE OF N.H. COMMISSION EXPIRES OCT. 19, 1992

EXHIBIT "A"

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.

Lots 1-10 1-11 21 Parcels Block A I

BK0860P60599

11 S W4 22 HM G6.

FILED & RECORDED CITRUS COUNTY, FLORIDA BETTY STRIFLER, CLERK

900188

BK 0923FG 1608 AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS a Declaration of Restrictive Covenants and Easements pertaining to Celina Hills ("Declaration") was adopted by Celina Hills Associates, a New Hampshire partnership on November 13, 1984 and duly recorded at O.R. Book 674, Pages 1415 through 1423, inclusive of the Official Records of Citrus County, Florida; and

WHEREAS the Declaration was duly amended on May 12, 1986, and again on December 22, 1988, (which Amendments were made by the Partnership pursuant to Paragraph 12 of the Declaration and respectively recorded at O.R. Book 705, Pages 1801 and 1802, inclusive, and O.R. Book 803, Pages 253 through 262, inclusive of the Official Records of Citrus County, Florida), in order to, among other things, create the Celina Hills Property Owners Association ("Association"); and

WHEREAS Paragraph 12 of the Declaration which is entitled "AMENDMENT" fails to provide any mechanism for amending the Declaration by the Association after the Partnership owns fewer than fifty percent (50%) of the lots described in Exhibit "A" to the Declaration; and

WHEREAS the Partnership currently holds title to more than fifty percent (50%) of the lots in Celina Hills; and

WHEREAS the Association and the Partnership desire for the Association to have a method for amending the Declaration should its members from time to time deem it necessary and appropriate.

NOW THEREFORE, Celina Hills Associates, by and through its undersigned agent, does hereby delate Paragraph 12 of the Declaration in its entirety, and substitute the following paragraph for it in the Declaration:

12. AHENDHENT

The covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or delated at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds vote of the membership in the Association.

In all other respects the Declaration is confirmed.

Return to firstee file for h

BK0923PG1609 402 Amherst Street Backara Nashua, New Hampshire 03063 Witness STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this day of day of 1992, by Celina A. Tamposi " , 1992, by Celina A. Tamposi DEATY PUBLIC STATE OF N.H.
COMMISSION EXPIRES OCT. 18, 1802 Hy Commission Expires: Elizabeth M. Tamposi 402 Amherst Street Nashua, New Hampshire 03063 Witness STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH , 1992, by Elizabeth M. Tamposi. January Notary Publigatary Public STATE OF N.H. My Commission Expires: COMMISSION EXPIRES OCT. 19, 1892 Michael A. Tambosi 402 Amherst Street Nashua, New Hampshire 03053 Palucia A Emulis Witness NOTARY PUBLIC STATE OF N.H.
COMMISSION EXPIRES OCT. 19, 1992 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me, gh day of 1992, by Michael A Publifatricia A. Ba My Commission Expires: NOTARY PUBLIC STATE J. N.H. COMMISSION EXPIRES OCT 19: 1982

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Samuel A. Tamposi, 402 Amherst Street Nashua, New Hampshire 03063 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before manufactured by 1992, by Samuel A military , 1992, by Samuel A. Tamposi, PUBL TOTANY FUBLIC STATE OF M.H. COMMISSION EXPIRES OCT, 19, 19 My Commission Expires: Nicholas E. Tamposi 6208 West Corporate Oaks Drive Crystal River, Florida 32629 Witness STATE OF FLORIDA COUNTY OF CITRUS y of January, 1992, by Nicholas E. Tamposi. Notary Public My Commission Expires:

Hotary punc state of horida at large
My commission edites June 20, 1993

Boness than hucklenery a associated atephen A. **Etephen A. Tamposi
2450 North Citrus Hills Blvd. NIAQ Hernando, Florida 32642 Witness STATE OF FLORIDA COUNTY OF CITRUS The foregoing instrument was acknowledged before me this 3044 of January, 1992, by Stephen A. Tamposi. My Commission Expires

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Rebecca J. Mitche 89 Amherst Street Nashua, NH 03060 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this dank day of the foregoing instrument was acknowledged before me this dank day of the foregoing instrument was acknowledged before me this dank day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing instrument was acknowledged before me this day of the foregoing in My Commission Expires: Notary Mark A. Nash 89 Amherst Street Nashua, NH 03060 Witness STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH of trusty, 1992, by Mark A. Nash. amballon Proper July 28, 1984 Commission Expires: Q. Peter Nash 89 Amherst Street Nashua, NH 03060 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this 22m , 1992, by Q. Peter Nash. My Commission Expires:

1111111

MELLEN CONTRACTOR BK 0923PG 1612 89 Amherst Street Nashua, NH 03060 TUEF Witness STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this Board
day of Manual 1992, by Debra A. Nash.

My Commission Expires:

My Commission Expires:

Notary Public 89 Amherst Street Nashua, NH 03060 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this 22nd My Commission Expires: Community 20, 1994 FILED & RECORDED CITRUS COUNTY, FLORIDA BETTY STRIFLER, CLERK င္သာ တ 9 PREPARED BY: Diane Cohen Celina Hills Associates 2450 N. Citrus Hills Blvd. Hernando, Fl 32642

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

WHEREAS, Celina Hills Associates, a Florida General Partnership is the Developer of Celina Hills Associates subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Celina Hills Associates, the Declarant herein, has previously caused to be recorded restrictions in the public records of Citrus County in OR Book 674, Pages 1415-1423, inclusive, and Amendments to said restrictions recorded in OR Book 705, Pages 1801-1802; OR Book 803, Pages 253, et seq.; OR Book 860, Pages 590, et seq.;

WHEREAS, Celina Hilla Associates, the Declarant herein, desires to amend Section 9, relating to signs;

WHEREAS, Celina Hills Associates, the Declarant herein, does hold title to more than fifty percent (50%) of the lots, satisfying the current requirements of Section 12 of the Celina Hills Restrictive Covenants,

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Sr. and Gerald Q. Nash, do hereby amend Section 9. to read as follows:

Section 9. Signs. For purposes 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 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. No sign advertising a Lot or house for sale shall include the price being asked by the Owner. The Declarant 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.

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

In all other respects the restrictions are confirmed by the Declarant, Celina Hills Associates.

IN WITNESS WHEREOF, Celina Hills Associates, a Florida General Partnership, has hereunto set its hand this 13 and day of 4 bandam, 1992.

Celina Hills Associates, a Florida General Partnership

Witness name: Karen L. Wilson

City, State: Bernando, FL.

Winesa name: / Jean Addy
City, State: Hernando, Fl.

Celina Hills Page 1 of 2 By: Least 2 Jaw (
Gerald Q. Nash,

Managing General Partner

FILED & RECORDED CITRUS COUNTY, FLORIDA BETTY STRIFLER, CLERK

'92 FEB 18 PM 3 30

VERIFIED BY:

BY DO O SPOJETO

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	0,6072,116,1350
Witness name: Karen L. Wilson City, State: Hernando, FL.	By: Clara CC Samuel A. Tamposi Munaging General Partner
Wincas name: Jean Addy City, State: Hernando, FI.	
STATE OF Stone of County of County of	
Before me personally appeared Gerald Q. Na described in and who executed the foregoing instrument	personally known to me, sh increased character and known to me to be the person , and acknowledged to and before me that he executed said
inclusionant for the assumption than to the	

instrument for the purposes therein expressed. WITNESS my hand and official seal, this 13 day of Jehrnary 19 92:

Notary Public State of Inrada

My commission expires: NOTARY Public STATE OF FLORIDA

COUNTY OF 1.1210

Before me personally appeared Samuel A. Tamposi townsored known to me, described in and who executed the foregoing instrument, and acknowledged to and before me that he executed naid instrument for the purposes therein expressed. instrument for the purposes therein expressed.

WITNESS my hand and official scal, this 13 day of Je brunny, 19 42

Notary Public State of My commission expires: Cathy Marie Wilson

NOTARY PUBLIC STATE OF SLORIDA MY COMMISSION EXP. APR. 29, 1992 BOHDED THRU GENERAL LMS. UKD

This lastrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Hernando, FL 32642

Celina Hills Page 2 of 2

WHEREAS a Declaration of Restrictive Covenants and Easements pertaining to Celina Hills ("Declaration") was adopted by Celina Hills Associates, a New Hampshire partnership on November 13, 1984 and duly recorded at O.R. Book 674, Pages 1415 through 1423, inclusive of the Official Records of Citrus County, Florida; and

WHEREAS the Declaration was duly amended on May 12, 1986, again on December 22, 1988, (which Amendments were made by the Partnership pursuant to Paragraph 12 of the Declaration and respectively recorded at O.R. Book 705, Pages 1801 and 1802, inclusive, and O.R. Book 803, Pages 253 through 262, inclusive of the Official Records of Citrus County, Florida), and again on February 3, 1992 (O.R. Book 923, Page 1608), in order to, among other things, create the Celina Hills Property Owners Association ("Association"); and

WHEREAS Paragraph 12 of the Declaration which is entitled "AMENDMENT" is not clear in its intentions, and the intentions of the Partnership and Celina Hills Property Owners Association, Inc.; and

WHEREAS the Partnership currently holds title to more than fifty percent (50%) of the lots in Celina Hills as required by the Declaration; and

WHEREAS the Association, through its Board of Directors, unanimously acknowledges and consents to this amendment for its stated. purpose, to make it clear that there are two methods by which the Declaration may be amended.

NOW THEREFORE, Celina Hills Associates, by and through its undersigned agents, and with the unanimous acknowledgement and consent of the Board of Directors of the Association, does hereby delete Paragraph 12 of the Declaration in its entirety, and substitute the following paragraph for it in the Declaration:

12. AMENDMENT. In addition to any other manner herein providing for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this 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 evented by:

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

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Return to Manates Title Co. . Inc.

Celina Hills Page 2 of 6

amendment, change, addition, derogation or deletion to these Restrictions must be obtained.

In all other respects the Declaration is confirmed by the Declarant, Celina Hills Associates.

IN WITHESS WHEREOF, Celina Hills Associates, a New Hampshire General Partnership, has hereunto said its hand this 131 day of 1992. 402 Amherst Street 402 Amnerst Namerica A3063 NOTARY PUBLIC STATE OF MA

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

COMMISSION EXPIRES OCT. 13.19

The foregoing instrument was acknowledged before me this day of to me of who has produced to as identification and who did (did not) take an oath.

My Commission Expires:

Ellrabeth M. Tampo 402 Amherst Street Nashua, New Yampshirs 03463

NOTARY PUBLIC STATE OF N.H. COMMISSION EXPIRES OCT. 19, 1582 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this /2 day of known to me or who has produced who did (did not) take an oath.

The foregoing instrument was acknowledged before me this /2 day of known to me or who has produced who did (did not) take an oath.

My Commission Expires:

HARRY.

Celina Hills Page 3 of 6	P
Valacia a. Brandien	Mighael A. Tamposi
Victoria R. Viafor	402 Amherst Street Nashua, New Hampshire 03063
STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH	
to me or who has produced	was acknowledged before me this 18 day of by Hichael A. Tamposi, who is personally known as identification and who
did (did not) take an oath.	Satricia a. Paruline
Hy Commission Expires:	Notary Public Taking A Beautipaling
Patricia of Beaulierie	NOTARY PUBLIC STATE OF IEM. COMMISSION EXPINES OCT. 18, 1982
Slain P. Victor	Samuel A. Tamposi, dr. 402 Amherst Street Nashua, New Hampshire 03063
STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH	A STATE OF THE STA
The foregoing instrument, 1992 known to sa or who has produced who did (did not) take an oatl	was acknowledged before me this day of by Samuel A. Tamposi, Jr., who is personally as identification and
and did (did not) take an oath	Potricio A. Seculiar
My Commission Expires:	Notary Public Patricia A. Beaulies &
Dia Col	HOTARY PUBLIC STATE OF N.H. COMMISSION EXPIRES OCT. 19, 1982
Witness	hicholas E. Tamposi
Witness Highly	2450 N. Citrua Hills Blvd. ω Hernando, Florida 32642 ω
STATE OF FLORIDA COUNTY OF CITRUS	
The foregoing instrument, 1992, to me or who has produced did did not take an oath.	by Nicholas E. Tamposi, who is personally known as identification and who
	Diane Coha
Hy Commission Expires:	Notary Public
OFFICIAL SEAL DIANE COHEN My Commission Expires Feb. 5, 1996 Comm. No. CG 177971	
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Celina Hills Page 4 of 5 2450 North Citrus Hills Blvd. Hernando, Florida 32642 STATE OF FLORIDA COUNTY OF CITRUS The foregoing instrument was acknowledged before me this 20th day of to me for who has produced to me for who has produced he as identification and who did (did not) take an oath as identification and who DIANE COHEN My Commission Expires Feb. 5, 1996 My Commission . Вхратово. сс 177971 Rebecca J. Mitche 89 Amherst Street Nashua, NH 03060 STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this liday of known to me or who has produced who did (did not) take an oath.

The foregoing instrument was acknowledged before me this liday of known to me or who has produced who did (did not) take an oath. My Commission Expires: 89 Amherst Street Nashua, NH STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this Affa day of or Aho has produced has produced as identification, and who did (did not) take an oath. My Commission Expires: My Commission Expires July 26, 1504

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¢.	Celina Hills Page 5 of 6 Witness Witn	(Ander)
	STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH	
	The foregoing instrument was acknowledged before me this and day of the or who has produced (did not) take an oath. The foregoing instrument was acknowledged before me this and day of the or who is personally from to as identification and the did (did not) take an oath.	*
	My Commission Expires: My Commission Expires July 28, 1994	
	Witness Masterson Expression Expression And Mash Witness Masterson Nashua, NH 03060	
	STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH	
	The foregoing instrument was acknowledged before me this of day of me of who has produced as identification and who did (did not) take an oath.	
	Notary Puplic Medanion	
	My Commission Expires: My Commission Expires July 28, 1994 Witness Witness My Commission Expires July 28, 1994 Principle Clegg By Amherst Street Nashua, NH 03060	
	Witness W	
	STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH	
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	My Commission Expires: My Commission Expires July 28, 1894	

Celina Hills Page 6 of 6

We, the Board of Directors of Celina Hills Property Owners Association, Inc., hereby unanimously acknowledge and consent to the foregoing amendment and its stated purposes this 2DDday of APRIL , 1952.

BK 0934 PG | 636

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FILEB & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

Tais lastruccest prepared by: Eric D. Abel, 2850 M. Citrus Hills Blvd., Rereasdo, Florida 12641

-10-20

WHEREAS, Celina Hills Associates, a Florida General Partnership is the Developer of Celina Hills subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Celina Hills Associates, the Declarant herein, has previously caused to be recorded restrictions in the public records of Citrus County in OR Book 674, Pages 1416-1423, inclusive, and Amendments to said restrictions recorded in OR Book 705, Pages 1801-1802; OR Book 803, Pages 258, et seq.; OR Book 860, Pages 590, et seq.; OR Book 923, Pages 1608, et seq.; OR Book 0925, Pages 1649, et seq.; and, OR Book 0934, Pages 1631, et seq.

WHEREAS, Celina Hills Associates, the Declarant herein, desires to amend and/or add several sections of the Celina Hills Restrictive Covenants and Easements;

WHEREAS, Celina Hills Associates, the Declarant herein, does hold title to more than fifty percent (50%) of the lots, satisfying the requirements of Section 12. of the Celina Hills Restrictive Covenants;

 WHEREAS the Association, through its Board of Directors, unanimously acknowledges and consents to this amendment for its stated purposes;

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, do hereby amend all of Section 1. to provide as follows:

1. <u>USES AND STRUCTURES</u>

- (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. 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.
- (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 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 and unloading such vehicle.

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- (d) Any electrical or mechanical equipment, if otherwise visible from the road right of way, shall be shielded therefrom 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.
- (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 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.

AND.

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, do hereby further amend Section 2.(b) to provide as follows:

(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.

AND,

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, do hereby further amend Section 2.(d) to read as follows:

(d) The heated area of the building shall be not less than 1,200 square feet.

AND,

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, do hereby further amend Section 5. to provide as follows:

5. 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. No fence or hedge shall be erected or maintained which shall:

 unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets;

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