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RESTRICTIVE COVENANTS  
THE OAKES AT CITRUS HILLS

VERIFIED BY:  
*Frank L. [Signature]*

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
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THIS DECLARATION made this 19 day of June, 1984, by  
Citrus Hills Investment Properties, a general partnership, here-  
inafter called "Developer"

WITNESSETH:

WHEREAS, Developer is the owner of real property des-  
cribed in Exhibit "A" to this Declaration and which properties  
are part of Citrus Hills First Addition and Citrus Hills Second  
Addition as recorded in the Public Records of Citrus County,  
Florida, which shall be designated as "The Oakes at Citrus  
Hills", hereinafter referred to as "The Oakes", and;

WHEREAS, Developer has previously imposed restrictive  
covenants on Citrus Hills First and Second Addition which are  
duly recorded in OR Book 593 Pages 2107 through 2126 of the Pub-  
lic Records of Citrus County, Florida; and,

WHEREAS, the Developer desires to provide for additional  
restrictive covenants and obligations for those properties des-  
cribed on Exhibit "A" hereto, which shall be known in the future  
as "The Oakes at Citrus Hills" Subdivision and, insofar as these  
properties are contiguous and all adjacent to the golf course to  
be constructed and designated as The Oakes Golf Course and there-  
by providing unique and different characteristics for the owners  
of lots in "The Oakes" and to provide for the uniform development  
of the lots in "The Oakes"; and,

WHEREAS, it is the desire of the Developer to enhance  
the values of these particular properties and continue their  
THIS INSTRUMENT RE-RECORDED TO ATTACH EXHIBIT "A"

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CITRUS TITLE CO. FILE 121

unique character and provide for the preservation of their value for the particular benefit and enjoyment of the owner thereof; and,

**WHEREAS**, Developer has deemed it desirable for the efficient preservation of the values and amenities in The Oakes to create an agency for administering and enforcing these additional covenants, restrictions, charges and obligations in The Oakes as well as provide for the enforcement of these restrictions and covenants, collecting and disbursing the charges hereinafter created; and,

**WHEREAS**, Developer has or will have incorporated under the laws of the State of Florida a non-profit corporation known as The Oakes at Citrus Hills Property Owners Association, Inc., for the purpose of exercising the functions aforesaid, which association will be in addition to the existing Citrus Hills Property Owners Association, Inc.;

**NOW THEREFORE**, the Developer declares that the real property described in Exhibit "A" hereof, shall be known as "The Oakes at Citrus Hills" which property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and obligations (sometimes referred to hereafter as Covenants and Restrictions) hereinafter as set forth, which covenants, restrictions, charges and obligations shall be in addition to those recorded in OR Book 593 Pages 2107 through 2126 of the Public Records of Citrus County as they presently exist and have been amended and as they may be amended according to the provisions thereof in the future.

#### **ARTICLE I**

##### **PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The real property which is and shall be held, transferred, sold and conveyed subject to this Declaration is

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located in Citrus County, Florida and is more particularly described on Exhibit "A" hereto, all of which property shall hereinafter be referred to as "The Oaks at Citrus Hills".

## ARTICLE II

### 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 is a contract purchaser of any lot which is subject to these covenants and restrictions shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each lot in which they hold an interest required for membership as set forth in Section 1 above. When more than one person holds such interest or interest in any lot, all such persons shall be members and a vote for such lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such lot.

## ARTICLE III

### PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. At the time of the recordation of these covenants and restrictions, the Association did not own or control any common properties. It is not intended that the Association shall own any common properties, however, if at anytime in the future common properties are acquired by the Association, every member shall have a right of easement and enjoyment of and to any such properties and any such easement shall be appurtenant and shall pass with the title to each lot subject to these restrictive covenants.

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Section 2. Membership in Citrus Hills Golf and Country Club.

Whereas Citrus Hills is a golfing community and whereas The Oakes is a unique and distinct area located in Citrus Hills and whereas it is for the benefit of the property owners in The Oakes at Citrus Hills to have the benefit of and to participate in the golfing activities in Citrus Hills and whereas The Oakes at Citrus Hills surrounds a golf course known as The Oakes which will be operated by Citrus Hills Golf and Country Club, Inc., and as part of the ownership of a lot in The Oakes at Citrus Hills it shall be required that owners of lots, including contract purchasers, shall be required to join and maintain a membership for five (5) years in Citrus Hills Golf and Country Club, Inc. commencing from the time of purchase.

Section 3. All lot owners, other than developer, shall acquire and maintain for five (5) years from the time of purchase of said lot a "Family Membership" in Citrus Hills Golf and Country Club. This requirement is pursuant to a contract agreement between Citrus Hills Golf and Country Club, Inc. and The Oakes at Citrus Hills Property Owners Association, Inc., which provides that all lot owners shall receive a 10% discount from the current membership fee for Family Membership in Citrus Hills Golf and Country Club, Inc., it is understood that at the time of recording of these restrictive covenants that the established dues for a family membership at Citrus Hills Golf and Country Club, Inc. is \$600 per annum which will be discounted by 10% for lot owners in the Oakes at Citrus Hills. During the term of this contract, Citrus Hills Golf and Country Club, Inc. has agreed, family membership dues if increased at all, any such increases will not exceed 50% of the present dues over the five (5) year term of this agreement.

ARTICLE IV

GENERAL CONDITIONS

Section 1. No dwelling in The Oakes shall contain less than 1500 square feet of living area, exclusive of porches, patios,

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garages or carports. The foregoing shall not apply to lots 1, 3, 5 and 7 of Block 28 and lots 1, 3, 5 and 7 of Block 29 upon which lots model homes have been or will be constructed.

Section 2. Screening of Equipment. Any electrical or mechanical equipment, television antenna or satellite dish if otherwise visible from any road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. However, if and when such time as cable television service is available into the subdivision, television antennas and/or satellite reception dishes will not be permitted.

Section 3. Golf Carts. Golf carts shall be garaged when not in use and shall be operated on the golf course according to the rules of the Citrus Hills Golf and Country Club.

Section 4. Post Lamps. Post lamps shall be required to be installed at the time of construction of the home on those lots subject to these restrictive covenants. The post lamps shall be installed at or near the street line and the walk or drive-way. The location and design of the post lamp shall be uniform in style. The post lamps shall be controlled by a photoelectric cell or similar device in order that they are automatically controlled. It shall be the obligation of the lot owner to maintain the post lamp in an operable condition in order that the lamp will be lit from dusk until dark. The Oakes at Citrus Hills Property Owners Association shall be responsible to enforce this obligation.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and the Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Members having two-thirds of the votes have been recorded, agreeing to change said covenants and restrictions in whole or in part.

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Section 6. Notice. Any notice required to be given any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Enforcement. The Declarant, the Association or Owner may enforce these covenants and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against the land to enforce any obligation created by these covenants, but a failure by the Declarant, the Association, or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right to compel the Association to enforce these covenants or otherwise perform its obligations hereunder. Should the Declarant or the Association bring any action or suit, either in law or equity, or both, to enforce these covenants or should the Declarant bring suit against the Association to compel it to perform its obligations hereunder, they or it shall be entitled, in addition to all other relief offered by law, to their reasonable attorney's fees and costs.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 9. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and obligations 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 executed by: (1) Declarant, for so long as it holds title to ten percent more of the residential lots; or al-

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ternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that, so long as the Declarant is the owner of any property affected by this Declaration, the Declarant's consent must be obtained. The Declarant shall not amend this Declaration in such a way as to materially and adversely affect the then present members, unless a majority voting at a special meeting duly called therefore agree to such amendment.

**ARTICLE V**  
**EFFECTIVE DATE**

This Declaration shall become effective upon its recordation in the Citrus County Public Records.

IN WITNESS WHEREOF, Citrus Hills Investment Properties, a Florida General Partnership has hereunto set its hand this 19<sup>th</sup> day of June, 1984.

Elizabeth J. LaFleur

Christie L. Hutchards

**CITRUS HILLS INVESTMENT  
PROPERTIES, a general  
partnership**

Gerald Q. Nash  
Gerald Q. Nash

Samuel A. Tamposi  
Samuel A. Tamposi  
Its Managing Partners

STATE OF FLORIDA  
COUNTY OF CITRUS

I certify that on this date before me, an officer duly authorized to take acknowledgements, personally appeared Gerald Q. Nash and Samuel A. Tamposi, known to me to be the persons described in and who executed the foregoing instrument as Managing Partners of Citrus Hills Investment Properties, a general partnership. They acknowledged before me that they executed the instrument as the act and deed of the partnership and for the uses and purposes therein and mentioned.

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Sworn to and subscribed before me at Crystal River,  
Florida, on the 19<sup>th</sup> day of June, 1984.

*Elizabeth J. LaFleur*  
Notary Public

My Commission Expires: 9-22-87

(SEAL) NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES SEPT 22 1987  
BONDED THRU GENERAL INSURANCE UND

This instrument prepared by:  
Carl A. Bertoch  
Bertoch and Mann, P.A.  
537 East Park Avenue  
Tallahassee, Florida 32301

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ALL LOTS IN BLOCKS 28 THROUGH 35  
OF CITRUS HILLS FIRST ADDITION  
AS RECORDED IN PLAT BOOK 9,  
PAGES 73 - 83, INCLUSIVE, OF  
THE PUBLIC RECORDS OF CITRUS  
COUNTY LESS AND EXCEPT THOSE  
PORTIONS THEREOF REZONED FOR  
AND COMPRISING THE GOLF COURSE  
SITUATED IN THESE BLOCKS.

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RETURN TO CITRUS TITLE CO. FILE 121

EXHIBIT "A"

\_\_\_\_\_ D.C.

VERIFIED BY:

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FILED & RECORDED  
CITRUS COUNTY FLORIDA  
WALT COHENBERS, CLERK

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