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AMENDMENT TO FAIRVIEW ESTATES
RESTRICTIVE COVENANTS AND EASEMENTS
AS RECORDED IN OR BOOK 647, PAGES 1667-1676, INCLUSIVE
OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

These amendments are made this 20th day of June
1986, by ZSMD PROPERTIES, a Florida joint venture,
hereinafter called the "Declarant"; and,

WHEREAS, the Declarant is the owner/developer of certain
lands in Citrus County, Florida, subdivided as shown on the
recorded plat thereof, recorded in Plat Book 12, Pages 49
through 60, inclusive of the Public Records of Citrus County,
Florida, on January 18, 1983, and designated as FAIRVIEW
ESTATES; and,

WHEREAS, the Declarant has caused to be recorded in the
Public Records of Citrus County in OR Book 647, Pages 1667 -
1676, inclusive, Restrictive Covenants and Easements affecting
said Fairview Estates subdivision; and,

WHEREAS, said restrictive covenants provide in Article
III, Section 3 that the original Declaration of covenants,
restrictions, easements, charges and liens of the agreement can
be amended, changed, added to derogated or deleted at any time
by an instrument executed by the developer so long as it is the
owner of 50 percent of the lots described therein; and

WHEREAS, in fact the Declarant is the owner of all lots
in Fairview Estates subdivision except three, which lots are
owned by two individuals who have or will have executed
Joinders to this Amendment to Restriction; and,

WHEREAS, the Declarant desires to provide for the
preservation of the value of the property, uniformity and
architectural control, and to create a Property Owners
Association which shall be known as Fairview Estates at Citrus
Hills Property Owners Association, a non-profit corporation,
(hereinafter called the "Association"); and,

WHEREAS, it is necessary to provide that membership in
said Association will be required by the property owners in the

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Fairview Estates subdivision and it is necessary to establish voting rights and provide for the levying of maintenance assessments and the creation of liens for such assessments in the event they are not paid as provided for in the by-laws of the Association; and,

WHEREAS, it is the desire of the Declarant to make certain under other amendments to the existing restrictions in order to provide for a more uniform plan for the protection of property values and the enhancement of the aesthetics in the subdivision and the quality of life to be established for the benefit of residents in the Fairview Estates subdivision.

NOW THEREFORE, ZSMD Properties, the Declarant herein, amends the existing restrictions in the following manner:

By adding a Definition section to Article I which shall read as follows:

"Definitions"

The following words when used in this Declaration and amendments thereto, (unless the context shall prohibit) shall have the following meanings:

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

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

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

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

(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

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

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

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

Section 1. of Article I remains unchanged except for the designation of subsequent members of the Architectural Control Board as noted herein. The remaining sections of Article I are unchanged by these amendments.

Article II, General Use Restrictions, shall be amended by revising Section 3 to read as follows:

"Section 3. Lot Area and Width. Set Back. Size of Building. Prohibitions Against Subdividing Platted Lots.

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

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

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

(d) No residential structure shall be constructed which is less than 1,650 square feet of living area excluding carports, patios, porches or similar covered unheated or

uncooled areas. This specific provision shall not apply to the residences on lots 18, 19 and 20 in Block A which residences were in existence at the time of this Amendment.

Sections 4, 5, 6 and 7 remain unchanged.

Section 8. "Easements" shall be amended to read as follows: Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. Public and private utility companies servicing the properties shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits and television cables and conduits under and through such portions of each lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the rear ten (10) feet of each platted lot for utility installation and maintenance where an easement has not previously been established by the dedications on the plat of the properties.

Sections 9 and 10 shall remain unchanged.

A new Section 11 is created captioned: "Changes in Lot Elevation" which shall read as follows:

No changes in the elevation of any lot shall be made which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining lots.

Article III will become Article VI and a new Article III is created which shall read as follows:

"Membership and Voting Rights in the Association"

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, or a

purchaser under an Agreement for Deed, as those terms are defined in the Declaration, shall be a member of the Association.

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

Article IV, "Security and Maintenance of Public Right of Ways" shall read as follows:

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

Article V, "Covenant for Maintenance Assessments" shall read as follows:

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Declarant, covenants and each Owner of any Lot or Lots shall by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), such Annual and Special

Assessments to be established and collected as hereinafter provided.

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

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

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

Until 1990, the maximum Annual Assessment may not be increased by more than 5 percent above the maximum assessment for the previous year.

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

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of 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 percent of all the

votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1, 1987. The amount of the assessment for the first year shall be \$75.00. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due dates and 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 the specified lot has been paid. Persons acquiring lots from Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the lot.

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

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the

date when due at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the lot or lots on which the assessment is unpaid, or may foreclose the lien against the Lot or Lots on which Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and cost of preparing and filing the claim of lien, the complaint in such action and the suit thereon.

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

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

Sectin 8. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such

Lot provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such Assessments as to Lots that it owns thereby automatically terminating its obligation to fund deficits in the operating expenses of the Association.

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

Except as modified or amended herein, the existing Restrictive Covenants and Easements recorded in OR Book 647, Pages 1667 - 1676, inclusive, of the Public Records of Citrus County, Florida, are confirmed by the Declarant.

IN WITNESS WHEREOF, ZSMD Properties, a joint venture, has hereunto set its hand this 20th day of June, 1986.

WITNESSES:

ZSMD PROPERTIES, a joint venture, the Declarant

Dennis Pelchaf
Estey Holman

Zacharias Mandravelis
BY: Zacharias Mandravelis
Managing Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared Zacharias Mandravelis, known to me to be the person described in and who executed the foregoing instrument as managing partner of ZSMD Properties, a joint venture. He acknowledged before me that he executed the instrument as the act and deed of the partnership for the uses and purposes therein mentioned.

WITNESS my signature and official seal in the County and State last aforesaid, this 20th day of June, 1986.

W. Ann Shover
Notary Public
My Commission Expires: 2/16/88
SEAL

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CONNORS, CLERK
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D.C.
VERIFIED BY:

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This Instrument was prepared by
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