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520 2 Park Ave
Citrus Hills, Fla

32301

CAMBRIDGE GREENS OF CITRUS HILLS
RESTRICTIVE COVENANTS AND EASEMENTS

THIS DECLARATION is made this 18th day of February, 1988,
by Cambridge Greens of Citrus Hills, a general partnership,
hereinafter called the "Developer"

WHEREAS, the Developer is the owner of certain lands in
Citrus County, Florida, subdivided as shown on the recorded plat
thereof, recorded in Plat Book 13, Pages 119 through 124,
inclusive, of the Public Records of Citrus County, Florida, and
designated as CAMBRIDGE GREENS OF CITRUS HILLS and

WHEREAS, the Developer desires to provide for the
preservation of the values of the properties and to create an
architectural control board, and

WHEREAS, it is the Developer's 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 Developer 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
sixty percent (60%) 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 Article II Section 8
hereof, which shall be perpetual in duration.

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ARTICLE I

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 CAMBRIDGE GREENS OF 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.
- (c) "Lot(s)" shall mean and refer to the platted lots in the Cambridge Greens 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 CAMBRIDGE GREENS OF CITRUS HILLS, A GENERAL PARTNERSHIP, 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 Cambridge Greens Subdivision.
- (h) "Living Space" shall mean and refer to the area

covered by a roof and enclosed by walls but does not include patios, carports and similar areas.

ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board: There is appointed for the purposes and with the powers hereafter expressed, an architectural control board (the "ACB") whose initial members shall be Scott Stephens, John Faunce, and John Pastor or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alternations have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant, nor shall they incur any liability for their actions or their failure to act.

Section 2. Construction: No building, fence, wall swimming pool or other structure or landscaping shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition or change in alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural

criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, fences and screening, landscaping and driveways which shall be either of asphalt or cement and, if painted, such color shall be harmonious with the architectural criteria for the for the residence as approved by the ACB and no changes in the color thereof shall be made without the express approval of the ACB.

Section 3. Plans and Specifications: Plans and specifications for final approval shall include the following:

- (a) Complete plans and specification sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, and out buildings and walls or fences.
- (b) Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building (plus) elevations of walls and fences.
- (c) A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.
- (d) Manufactured or prefabricated homes shall not be approved by the ACB.
- (e) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action: The ACB shall notify the owner in writing of the ACB's approval or disapproval within 30 days after the filing of plans and specifications and location within 45 days after submission of the plans to them, then such

approval will not be required, but all other restrictions and conditions herein contained shall remain in force.

Section 5. Inspections: The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

ARTICLE II

GENERAL USE RESTRICTIONS

Section 1. Applicability: The provisions of this Article II shall be applicable to the Properties. In addition to and not in lieu of the following General Use Restrictions, supplemental covenants may be filed contemporaneously herewith or at such time as the Declarant may deem appropriate pursuant to Declarant's Authority as contained in Article VI, Section 3.

Section 2. Uses and Structures:

- (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.
- (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 (except walkout basements), 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 keeping of a

mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water borne vehicle, shall only be maintained, stored, or kept on any building site if housed completely within a structure which has been approved by the ACB, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored at the site in a manner approved by the ACB. To obtain approval of the ACB for the storage of such a vehicle, the property owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.

(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. No satellite reception dishes, exterior television antennas or outdoor clotheslines are permitted.

(e) Post Lamps. Post lamps shall be required to be installed at the time of construction of the home on the lots subject to these restrictive covenants. The post lamps shall be installed within five feet of the front lot line location. The design of the post lamp shall be approved by the ACB. 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 dawn. The Cambridge Greens of Citrus Hills Property Owners Association shall be responsible to enforce this obligation.

- (f) When exterior lighting is placed or constructed on any lot or residence on said lot, the lighting will be screened or focused or directed in such direction so as not to disturb adjoining property owners or create an annoyance or nuisance.

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 one half 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 including swimming pools and/or pool enclosures, shall be built or placed upon a lot nearer than 30 feet to the front line; 25 feet to the rear lot line; 15 feet from the side lot line and 20 feet to the side street line or corner lot.
- (c) No residential structure shall be constructed which is less than 1,250 square feet of living area excluding carports, patios, porches or similar covered, but, unheated or cooled areas.

Section 4. Drilling and Mining: No oil drilling, oil development operation, 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.

Section 5. 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 and two cats or other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 6. Fences and Hedges: No fence or wall shall be erected or maintained in the front beyond the front building setback line. 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 obstruct sight lines at corners and at intersections or driveways with streets.

Section 7. 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 lots so as not to be visible from the road. All refuse receptacles, propane gas tanks and fuel oil tanks shall be so constructed, placed or screened so as not to be visible from any public roads.

Section 8. Easements: 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, television cables and conduits, under, over 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.

Section 9. Signs: No billboards, signboards or advertising devices shall be maintained on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder advertising the property during the construction and sales period or a professional sign of not more than 1-1/2 square feet. A professional sign shall not be illuminated except by nonflashing white light emanating from within or on the sign itself, and so shielded that it illuminates the face of the sign only. The Declarant reserves the right to erect any sign of any size as permitted by the County to identify the development and to direct traffic.

Section 10. Parking: Owner shall provide adequate off street parking for the parking of automobiles owned by such owner and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way over night or for periods of time longer than 6 hours.

Section 11. Changes in Lot Elevation: 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.

Section 12. Gardens: Gardens for the growing of vegetables for domestic use only shall be permitted with the approval and consent of the ACB as to the area and location on the lot. In no event shall more than 3% of the gross square footage of the lot be utilized for gardening purposes. Gardens shall refer to the growing of vegetables and does not refer to flower gardens. Any vegetable garden shall be maintained in a neat fashion and no obnoxious fertilizing materials shall be used.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every 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

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

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, or by the execution of an agreement for deed, whether or not it shall be so expressed in such deed, or agreement for 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:

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

Until 1991, the maximum Annual Assessment may not be increased by more than 5 percent above the maximum assessment for the previous year.

From and after 1991, the maximum Annual Assessment may not be increased more than ten (10%) 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, 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 thirty (30) days in advance of each annual assessment period subject to the provisions of Section 3 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 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 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.

Section 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Violations and Enforcement:

- (a) Violations of any covenant or restriction may be remedied by the Developer, its successors and assigns or by any property owner in Cambridge Greens of Citrus Hills and the reasonable expenses thereof shall be chargeable to the then Owner of the lot and be payable upon demand.
- (b) Enforcement shall be proceedings at law or in equity brought by the Developer, its successors 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 Developer 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 Developer of those other provisions of these restrictive covenants.

Section 2. Severability: Invalidation of any of the aforesaid covenants and restrictions by judgment of court order shall in no way affect any of the other covenants which shall remain in full force and effect.

Section 3. Amendment:

- (a) In addition to any other manner herein provided, for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution, by the Declarant, and recordation of any instrument so long as it is the owner of twenty five percent (25%) or more of the lots described herein.
- (b) Any such amendment to this Declaration shall conform to the general purposes and standards of the covenants and restrictions heretofore imposed.
- (c) Declarant reserves the right to amend this Declaration for the purposes of:
- (1) to cure or correct any ambiguity in or inconsistency with the provisions herein contained;
 - (2) to impose any additional covenants, restrictions or easements, applicable to the property, which do not lower the standards of the covenants, restrictions and easements herein contained; or
 - (3) to release any lot from any part of the covenants, restrictions or easements, given herein, which have been violated, if Declarant, in its sole judgment determines that such violation is of a minor nature and not substantial.

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(d) Any such amendment to this Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

Section 4. Rezoning: So long as Developer, its successors or assigns, is the owner of twenty five percent (25%) or more of the lots subject to these restrictive covenants, the Developer on its behalf as well as its successors or assigns reserves the right to rezone a block or block of contiguous lots for multi-family, condominium or cluster housing, or similar higher density residential use so long as such block or blocks of contiguous lots are separated from adjacent properties by a street or some other similar buffer. Any such rezoning would be governed by the requirements of the authorities of Citrus County and to the extent that the rezoning was approved, these restrictive covenants as it pertains to set back, lot area and with are deemed amended to be consistent with the rezoning requirements of Citrus County. The foregoing right to amend to allow rezoning recognizes that such rezoning may be conducive to improving the quality of life and the aesthetics of the development and to promote and enhance the values of the properties subject to these restrictive covenants.

Section 5. Operation of this Declaration: This Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

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IN WITNESS WHEREOF, Cambridge Greens of Citrus Hills, a general partnership, has hereunto set its hand this 4th day of January, 1988.

WITNESS:

CAMBRIDGE GREENS OF CITRUS HILLS
a general partnership

[Signature]

By: [Signature]

GENERAL PARTNERS
(Title)

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared [Signature], and [Signature] of Cambridge Greens of Citrus Hills, a general partnership, to me known to be the persons described in and who executed the foregoing covenants and restrictions, and acknowledged before me that he executed same for the uses and purposes therein expressed.

Executed and sealed by me at [Signature] on 4th day of January, 1988.

[Signature]
NOTARY PUBLIC

My Commission Expires: 2/10/88

(Seal)

✓ This Instrument Prepared By:
Carl A. Bertoch
Bertoch and Bosanko, Esq.
537 East Park Avenue
Tallahassee, Florida 32301

[Signature]
DICKSON
D.C.

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