

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 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 809, Pages 258, et seq.; OR Book 860, Pages 590, et seq.; OR Book 923, Pages 1608, et seq.; OR Book 0925, Pages 1549, 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. 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. 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.

2430 N Citrus Hills Blvd  
Hennrich, FL 32642

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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:

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

ii) detract from the overall appearance of the property (the use of rough hewn woods or natural plantings as fencing and screening materials is encouraged); or

iii) stand greater than four feet (4') in height.

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 8. to provide as follows:

**6. GARBAGE AND RUBBISH.**

Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on the 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.

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 9. to provide as follows:

**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 Partnership, the Property Owners Association, the Architectural Control Board 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 Partnership or its assigns may erect signs larger than the above-described dimensions at its model homes and other buildings located throughout the Property.

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 10. to provide as follows:

10. VIOLATIONS AND ENFORCEMENT.

- (a) Violations of any covenant or restriction may be remedied by the Partnership, its successors and assigns, by the Property Owners Association, by the ACB, or by any property owner in Celina Hills. The reasonable costs, including attorney's fees, shall be chargeable to the then owner of the lot and be payable upon demand.
- (b) Enforcement shall be by proceedings at law or in equity brought by the Partnership, its successors and assigns, by the Property Owners Association, by the ACB, or by any property owner in Celina Hills against any person or persons violating or attempting to violate any covenants, to obtain an injunction, or to recover damages, or both.
- (c) The failure of the Partnership, or any other proper enforcer, to enforce any covenant or restriction herein or to remedy any violation thereof, at any time or from time to time, shall not constitute a waiver by the Partnership of those or other provisions of these restrictive covenants.

AND,

NOW THEREFORE, Celina Hills Associates by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, do hereby further amend the Restrictive Covenants and Easements by adding a Section 14., to provide as follows:

14. Architectural Control Board.

- (a) There is appointed for the purposes and with the powers hereafter expressed, an architectural control board (the "ACB") whose initial members shall be Mary Rousch, Jay Rousch, Eugene Falk, Robert Smith, Douglas Mott, Michael Burns, and Arthur Kratzert, or 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 of the time when said plans and specifications have been submitted to it, 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(s) 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.
- (b) 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, change or 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 the ACB 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, driveways, fences and screen, and landscaping.
- (c) Plans and Specifications. Plans and specifications for final approval shall include the following:

i) Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residence, garage, and outbuilding and any proposed walls or fences;

ii) Front elevation and both side elevations, or front elevation, one side elevation and rear elevation of building, and elevations of any prospective walls and fences;

iii) A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design;

iv) Manufactured or prefabricated homes shall not be approved by the ACB; and,

v) One set of blueprints shall be left with the ACB until construction is completed.

(d) 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.

(e) Inspections. The ACB, or its authorized representative(s) may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

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 3<sup>rd</sup> day of November, 1992

Celina Hills Associates,  
a General Partnership

Sandra Martinson  
Witness name: SANDRA MARTINSON  
City, State: NASHUA, NH

By: [Signature]  
Q. Peter Nash,  
Managing General Partner

Harriet F. Alukonis  
Witness name: HARRIET F. ALUKONIS  
City, State: NASHUA, NH

Martha A. Lachance  
Witness name: MARTHA LACHANCE  
City, State: NASHUA, NH

By: [Signature]  
Samuel A. Tamposi, Jr.  
Managing General Partner

Elaine R. Viafora  
Witness name: Elaine R. Viafora  
City, State: Nashua NH 03060

STATE OF New Hampshire  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of November  
1993, by Q. Peter Nash, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

(SEAL)

Shandra J. Martinson

Print Name: SHANDRA J. MARTINSON My Commission Expires July 26, 1994  
Notary Public, State of New Hampshire  
Serial No. \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of November  
1993 by Samuel A. Tamposi, Jr., who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

(SEAL)

Kelly J. Cote

Print Name: Kelly J. Cote  
Notary Public, State of New Hampshire  
Serial No. \_\_\_\_\_

KELLY J. COTE, Notary Public  
My Commission Expires March 11, 1997

We, the Board of Directors of Celina Hills Property Owners Association, Inc., by unanimous  
vote, acknowledge and consent to the foregoing amendment and its stated purposes this 23 day of  
November, 1992.

Eugene H. Falk Lucy Burns  
Name: Eugene H. Falk Name: Lucy Burns

Arthur W. Kratzert Genevieve Mancino  
Name: Arthur W. Kratzert Name: Genevieve Mancino

Ray G. Rousch  
Name: Ray G. Rousch

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

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VERIFIED BY:

[Signature]

This instrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Hernando, FL 34442

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