

**FAIRVIEW ESTATES OF CITRUS HILLS POA, INC.
PROPOSED AMENDMENTS TO RESTRICTIVE COVENANTS AND EASEMENTS**

INDEX (For explanatory purposes, not to be a permanent part of the proposed amendments.)

Article I Section 1: Moved to Article 1 (b).
Article I Section 2: Moved to Article III Section 1.
Article I Section 3: Moved to Article III Section 1 (a) through (d).
Article I Section 3 (d): Moved to Article II Section 2(b).
Article I Section 4: Moved to Article III Section 1 (f).
Article I Section 5: Moved to Article III Section 1 (e).

Article II Section 2 (c): Reworded and some portions moved to Article II Section 2 (f) through (j).
Article II Section 2 (d): Moved to Article III Section 3 (a).
Article II Section 2 (e): Moved to Article III Section 2 (f).
Article II Section 3: Moved to Article III Section 2 (a).
Article II Section 3 (b): Moved to Article III Section 2 (c).
Article II Section 3 (c): Moved to Article III Section 2 (d).
Article II Section 3 (d): Moved to Article III Section 2 (e).
Article II Section 4: Moved to Article II Section 2 (k). Added Section 4. Renters.
Article II Section 5: Moved to Article II Section 2 (i).
Article II Section 6: Moved to Article III Section 4.
Article II Section 7: Moved to Article III Section 7.
Article II Section 8: Moved to Article III Section 2 (h).
Article II Section 9: Moved to Article III Section 6.
Article II Section 10: Moved to Article II Section 2 (i).
Article II Section 11: Moved to Article III Section 2 (b) in its entirety.
Article II Section 12: Moved to Article II Section 2 (g).
Article II Section 13: Moved to Article III Section 2 (g) in its entirety.

Article III Section 1: Moved to Article IV Section 1 in its entirety.
Article III Section 2: Moved to Article IV Section 2.

Article IV: Moved to Article V

In accordance with Florida Statute, Chapter 720, the following amendments require a membership vote and contain the full text of the provision to be changed with new words underlined and any words to be eliminated ~~lined through with hyphens~~ stricken.
ATTACHMENT A.

PREFACE: The following represents a substantial reorganization and rewording of the Restrictive Covenants and Easements Declaration. See Attachment B for original text of Restrictive Covenants and Easements Declaration.

**FAIRVIEW ESTATES OF CITRUS HILLS
RESTRICTIVE COVENANTS AND EASEMENTS ~~(1)~~**

CONSOLIDATED BY THE 1997 BOARD OF DIRECTORS

Please refer to Page 12 for the list of Referenced Official Documents

The lands of Fairview Estates 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 in perpetuity, unless an instrument, signed by the owners of a majority of all the lots shown whole of in part on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall have been be recorded.~~

~~(b)The easements referred to in Article II hereof, which shall be perpetual in duration.~~

**ARTICLE I
ARCHITECTURAL CONTROL BOARD
DEFINITIONS**

~~**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 Zacharias Mandravelis, R.A. Malanee, and Dr. Robert Moheban, or by a representative designated by a majority of the members of said committee. In the event of the 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 alterations 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 designed 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 of landing 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, kin, 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, driveways, fences and screen, and landscaping.~~

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

~~(a) 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 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) elevation 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. If no response from the ACB is returned to the owner (5) 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.~~

Sections 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.~~

Section 6. (2) 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 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 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~~ is a committee appointed by the Association Board of Directors and is responsible for administering the Architectural requirements of the Covenants, including the ongoing maintenance of properties in a manner consistent with the Covenants.

(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 owners, 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~~ IV, Section I hereof.

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

~~(g)~~ (f) "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)~~ (g) "Living Space" shall mean and refer to an area covered by a roof and enclosed by walls and shall not include, but not limited to, patios, carports, garages, sheds (maintenance, storage, or workshop) and the like.

(h) "Signs" shall mean, but not be limited to, banners, pennants, posters, bulletins, placards or any other manner of device designed to communicate information or images.

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~~ Association may deem appropriate, according to the procedures set forth in Article VII, Section 3 for amending such covenants.

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. ~~(4)A second structure will be~~ is permitted for use as a maintenance, storage or workshop building only if its dimensions do not exceed 14' length x 14' wide width 196 square feet x 8' height (height does not include the roof); and any such structure must and shall conform to house design, material, color, and roof contour, etc.

(b) No manufactured or prefabricated home or prefabricated storage building can be erected on any lot.

~~(b)(c)~~ (c) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; no noxious, or offensive activity may be carried on upon any lot, 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. No basement, garage, or other outbuilding erected on a lot covered by these Covenants shall at any time be used for human habitation.

(d) Home-based businesses are permitted provided that they do not generate additional customer/client vehicle traffic in the community. No signs may be erected on the property advertising the business.

~~(c)(e)~~ (4) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these 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, All types of trailers are prohibited, regardless of whether their use is for commercial or non-commercial purposes, whether they are licensed or unlicensed, operative or inoperative, unless they are completely stored or kept completely within a residential structure which has been approved by the ACB. Notwithstanding any provision 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 A trailer can only be located on the property for the purpose of loading or unloading for a period of not more than forty-eight (48) hours for the exclusive purposes of loading or unloading such vehicle. Any request for an extension of the forty-eight (48) hour period must have approval from the ACB.

~~(d) — Any electrical or mechanical equipment, and satellite TV reception dish, if otherwise visible from the road right-of-way, shall be shielded therefrom by shrubbery or by an enclosure. However, if and when such time as cable television service is available into the subdivision, television antennas and/ or satellite reception dishes will no longer be permitted. (4) No outdoor clotheslines are permitted.~~

~~(e) — (4)No garage, or other structure designed for storage, shall open toward the street from which the dwelling structure has its address; notwithstanding this provision, a standard size, (not to exceed 36" x 80") residential type door shall be permitted to open toward the street.~~

(f) No Recreational Vehicles including mobile homes, motor homes, travel trailers, all terrain vehicles, motor boats, house boats, or similar water borne vessels shall be allowed unless they are stored within a structure which has been approved by the ACB. A recreational vehicle can only be located on the property for the purpose of cleaning, loading or unloading, for a period of not more than forty-eight (48) hours. Any request for an extension of the forty-eight (48) hour period must have approval from the ACB.

(g) No commercial vehicle which has more than two (2) axles, and no vehicle which has a load capacity of one (1) ton or more, will be permitted to park overnight on any lot or street unless it is stored completely within a garage.

(h) Inoperative vehicles are not permitted unless they are stored within a structure which has been approved by the ACB. Inoperative vehicles are defined as any vehicles which are not mechanically road worthy, validly licensed and/or do not have a current vehicle registration.

(i) Lot owners shall provide adequate off-street parking for the parking of automobiles owned by lot owners and their guests and shall not park or allow their guest to park their automobiles on the adjacent road and street right-of-way for more than 24 hours. All continuously parked operative vehicles must at all times be parked on concrete driveways.

(j) No livestock or poultry of any kind shall be raised, bred or kept in any lot. Domesticated pets may be kept provided they number no more than two dogs or two cats or any combination thereof. Domesticated pets cannot be kept, bred or maintained for any commercial purposes. All animals must be kept inside the owner's residence during hours of darkness. Whenever away from the Owner's Lot and within the Community, the Owner's animal(s) must be kept on a leash within the Owner's complete control. Owners, guests or tenants are responsible for cleaning up pet waste on all properties and common areas. Leaving waste will be considered a violation. For the first violation to this section, there will be a verbal warning followed by a letter from the ACB for the second violation.

(k) No oil or gas drilling, oil or gas 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 3. (2) "Lot Area and Width, Set Back, Size of Building, Prohibitions Against Subdividing Platted Lots", Owner Maintenance.

~~(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 large 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 residences on lots 18, 19, and 20 in Block A which residences were in existence at the time of this Amendment.

Residences and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain (or have the occupant lessee or renter maintain) their residence and improvements thereon (whether vacant or occupied) in a neat and attractive condition, the Board of Directors, through the ACB, acting in accordance with established criteria may, after ten (10) days' notice to such Owner, enter upon the property to repair, maintain, and restore the improvements, including, without limitation, to remove and/or repaint discoloration or mildew from roofs and exterior walls of structures and to have the grass, woods and other vegetation cut, miscellaneous clutter, litter and debris removed, when and as often as is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such entry onto the property shall not be deemed a trespass. The Owner shall be personally liable to the Association for the reasonable cost of any repairs and maintenance and these costs shall be added to and become part of the assessment to which said lot is subject.

Section 4. Drilling and Mining Renters. ~~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.~~ **Occupants of a residence other than the Owner, such as renters and lessees, are jointly and severally responsible for maintaining the property in a manner consistent with these Restrictive Covenants. Owners are responsible for notifying their occupants of this requirement. Renters and lessees are subject to enforcement action for violations of this Declaration, as well as the Association's rules and regulations, including any action for injunctive relief, as allowed by law.**

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

Section 6(4). 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 lot line. No fence or hedge shall be erected or maintained which shall:~~

(a) — unreasonably restrict or obstruct sight lines at corners and at intersections or driveways with streets.

(b) — detract from the overall appearance of the property (the use of roughhewn woods or natural plantings as fencing and screening materials is encouraged); or

(c) — stand greater than six feet (6') in height.

Section 7. Garbage and Rubbish. ~~Garbage and rubbish shall not be dumped or burned or allowed 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. (2) 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 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.

Section 9.(3) Signs. For purposes of these Restrictions, "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 without the advance written consent of the ACB. No sign 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 except upon prior written approval by the ACB. No sign advertising a Lot or house the ACB 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 by a Lot owners, the Declarant and/or the ACB or its representative. The Board of Directors of the Association may, by resolution, permit the Association to erect reasonable and appropriate signs. Notwithstanding any provision to the contrary, the Developer (Fairview Estates of Citrus Hills) or its assigns may erect signs larger than the above-described dimensions at its model homes and other buildings located throughout the property.

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.

Section 11.(2) 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.(4) 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 the garage.

~~Section 13.(4) 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 maintained in a neat and attractive condition.

ARTICLE III(2)

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

NEW CONSTRUCTION, PLAN CRITERIA, PLATTED LOT RESTRICTIONS, SETBACK REQUIREMENTS, BUILDING SIZE AND PLACEMENT CRITERIA, FENCES AND HEDGES, ELECTRICAL AND MECHANICAL EQUIPMENT CRITERIA, LANDSCAPING REQUIREMENTS AND EASEMENTS

~~Section 1. Membership.~~ Every person or entity who is a record owners 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.

Section 1. Construction Plans. No building, fence, wall, swimming pool or other structure 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, roof scape, garages, driveways, colors, and location of the same are submitted to and approved in writing by the ACB.

Plans and specifications for final ACB approval include the following:

(a) Complete plans and specification sufficient to secure a Citrus County, Florida, building permit, including a plot plan showing lot and block and detailed location of residence, garage, outbuilding and walls and fences.

(b) Description of 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 to accurately show the structure's exterior design, if determined necessary by the ACB.

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

(e) The ACB through its authorized representatives may make periodic inspections to ensure that the construction is in accordance with the approved plans and specifications.

(f) 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. If no response from the ACB is returned to the owner within thirty (30) 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 2. Prohibitions Against Subdividing Platted Lots, Lot Area and Width, Setback Requirements, Size of Building, Building Placement, Landscaping Requirements, and Easements.

(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 re-subdivision or dividing of the properties in order to increase the size of residential parcel shall be only done with written approval and consent of the ACB.

(b) 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.

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

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

(e) No residential structure shall be constructed which is less than 1,650 square feet of living area excluding garages, 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 were in existence prior to the adoption of the 1986 Amendments to Fairview Estates Restrictive Covenants and Easements.

(f) No garage, or other structure designed for storage, shall open toward the street from which the dwelling structure has its address; notwithstanding this provision, a standard size (not to exceed 36" x 80") residential-type door shall be permitted to open toward the street.

(g) 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.

(h) 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 pavements, 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 and twenty five (25) feet from the center of the road in the front of the lot (Citrus County Plat Book 12, pages 49-60) for utility installation and maintenance where an easement has not previously been established by the dedications on the plat of the properties.

Section 3. Electrical and Mechanical Equipment Criteria.

(a) All electrical or mechanical equipment, if visible from the road right-of-way, must be fully shielded by evergreen shrubbery or screened enclosures up to a height of six (6) feet. Construction material for screened enclosures may be wood, plastic or masonry, and construction plans for such enclosures must be submitted to, and have approval from, the ACB prior to installation.

Specifically, any electrical or mechanical devices necessary to the operation and maintenance of the residence permanently mounted on the ground are included. Examples of such devices include but are not limited to:

- Heating and air conditioning equipment
- Swimming pool equipment
- Irrigation wells and associated equipment
- Propane gas and fuel oil tanks

No electrical or mechanical devices may be located between the front elevation of the residential structure and the road right-of-way. Any request for a waiver of this restriction must have ACB approval before construction begins. If approved, all electrical and mechanical devices located in the area forward of the front elevation must not exceed three (3) feet in height, and be totally shielded with evergreen shrubbery.

Shielding or concealment of all electrical or mechanical devices must be completed within 90 days of issuance of certificate of occupancy for a new home, or thirty (30) days after installation at an existing home, and must be an integral part of the initial application for approval.

(b) Placement of renewable energy source devices such as solar collecting panels on the roof or ground must be approved by the ACB prior to the installation.

Mounting a renewable energy source device on the ground is permitted as long as the installation is fully shielded from the road right-of-way. Shielding or concealment of ground-mounted renewable energy source devices must be completed within ninety (90) days of issuance of certificate of occupancy for a new home, or thirty (30) days after installation at an existing home, and must be an integral part of the initial application for approval.

State regulations permit roof-fixed solar arrays to be sighted within forty-five (45) degrees of either side of due south. These angles equate to a mounting surface allowable pointing angle not to exceed ninety (90) degrees. Homeowner Associations are permitted to control placement of solar arrays to assure that the angle of view does not exceed this ninety (90) degree cone, and complies with the requirement that the array not be visible from the road right-of-way.

Outdoor clotheslines are permitted if they are not visible from the street.

(c) Over-The-Air Reception Devices (OTARD) of video signals and satellite dishes measuring one (1) meter or less in size are permitted. TV antenna arrays consisting of multiple elements are permitted as long as they do not exceed one (1) meter in size.

Satellite dishes and conventional TV antenna arrays must be located in such a manner so as to minimize their visibility from the road right-of-way and must have approval from the ACB prior to installation.

A TV antenna mast up to twelve (12) feet above the residential roofline is allowed if needed to receive an acceptable signal. Any mast taller than twelve (12) feet requires Citrus County approval and must be constructed in a manner to ensure safety and encroachment considerations. No mast will be allowed between the rear elevation of the residence and the road right-of-way. All plans to erect a TV antenna must have approval of the ACB prior to installation.

Antennas used for CB radio, FM or AM radio service, satellite radio or used as part of a hub to relay signals among antennas are not permitted.

Section 4. Fences, Hedges and Walls. No fence or wall shall be erected or maintained in the front and side yard areas of the lot beyond the front and side building setback line. This is the area between the front elevation facade of the home and the road right-of-way along the front lot line and side lot lines.

No wire, chain link, or cyclone fencing is permitted on any lot.

No hedge over three (3) feet in height shall be planted and maintained in the area of the lot between the residence and the road right-of-way. No hedge shall be permitted that would restrict or obstruct sight lines at street corners or when the driveway intersects with the street. Hedge foliage must be of a type that retains its greenery all year, and must be maintained in a neat condition.

Plans for fences, hedges and walls must be submitted to the ACB for approval prior to construction or planting. Fences, hedges, or walls will not be approved if they:

- (a) unreasonably restrict or obstruct lines at corners and at intersections or driveways with streets;
- (b) 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
- (c) stand greater than six (6) feet in height.

Section 5. Landscape Decorative Features and Structures. Plans for new landscape features or alteration of existing landscaping decorative features and structures must be submitted to the ACB for approval prior to construction or placement of landscape decorative features and structures. The plans must contain the following, as applicable:

- (a) a plot plan showing placement of all new landscape decorative features and structures, including setbacks where necessary;
- (b) building materials used for all new landscape decorative features and proposed alteration in existing features; and/or
- (c) height and dimensions of landscape features.

Landscape features and structures include, but are not limited to: arbors, flagpoles, gardens, gazebos, lawn ornaments, lighting, pergolas, and trellises. Following are detailed definitions and restrictions of landscape features and structures.

Arbor:

An arbor is a structure having two sides and an arched or flat top of a shape and size that allows the passage of beings or materials, and may be a means of support for vegetation. Such a structure may include a gate or bench for sitting. Arbor placement is not permitted in an area forward of the front elevation of the residence and the street. An arbor may be integrated as part of a fence or hedge. Building materials allowed in the construction of arbors is limited to wood, metal or plastic in colors which match other landscaping features.

Trellises:

Trellises are structures which are generally flat vertical surfaces of lattice construction materials of various shapes and sizes used for supporting vine or cane type vegetation. Trellises may be attached to a building wall or as a standalone feature. Placement of trellises is only permitted in back and side yards and must be approved by the ACB.

Pergolas:

Pergolas are structures securely attached to the ground and consist of support posts and an open top structure used for the support of vine-type vegetation. They may be attached to a building or be freestanding. Placement of pergolas must be in the rear elevation of the residence, as approved by the ACB.

Gazebos:

Gazebos are structures having a floor, round or multiple faceted sides with railings, open to the air and covered by a roof and generally used for outdoor leisure. Gazebos must be placed between the rear elevation of the residence and forty-five (45) feet from the rear lot line and twenty-five (25) feet from either side lot line. The gazebos may be incorporated into other landscape features approved by the ACB in the described area.

Gardens:

Plans for vegetable, flower, herb, rock, water raised bed, container, single species, desert or xeriscape gardens must be submitted to the ACB prior to construction. ACB approval of garden plans is dependent on size and placement. Vegetable garden placement is not permitted in yard areas from the front elevation of the residence and the street.

Lawn Ornament:

Lawn ornaments such as bird baths, water fountains, flower pots or urns that are an integral part of a landscape arrangement approved by the ACB are permitted.

All other lawn ornaments, if visible from the street, must be approved by the ACB prior to installation.

All flag displays are regulated by the Florida Statutes Section 720.304(2) which states:

"Any homeowner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than four and a half (4 1/2) feet by six (6) feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

Lighted Yard Posts:

Lighted yard posts, landscape lighting and driveway lighted monuments are permitted.

Holiday and Seasonal Decorations and Ornaments:

Seasonal or holiday type decorations and ornaments are permitted to the extent that they are not permanent. They may be installed no more than thirty (30) days prior to the holiday/season and must be removed within ten (10) days after the holiday/season.

Section 6. Signs. With the exception of political signs, contractor's signs, or those advertising a lot or house for sale, no sign may be erected on any lot without the advance written consent of the ACB. No sign 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. No part of the sign or post may be taller than forty-eight (48) inches from the ground. Contractor's signs may be erected on the property when the job commences and remain in place no longer than fourteen (14) days after the job is completed.

Except for signs advertising a lot or house for sale, no sign may be erected or maintained for a period longer than thirty (30) days, except upon prior written approval by the ACB. No sign advertising a lot or house for sale shall include the price being asked. The ACB shall have the right to remove signs which fail to comply with this section if the owner of the property fails to remove the sign within twenty-four (24) hours of a request for removal by the ACB.

The Board of Directors of the Association may, by resolution, permit the Association to erect reasonable and appropriate signs larger than the above described dimensions.

Section 7. Garbage and Rubbish. Garbage, rubbish, debris, and yard waste 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 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, including recyclable material containers, shall be placed or screened on the lots so as not to be visible from the road.

ARTICLE IV.(2)

SECURITY AND MAINTENANCE OF PUBLIC RIGHT OF WAYS MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

~~The Association may, units 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.~~

Section 1. Membership. Every person or entity who is a recorded 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. If one or more individuals own a lot, only one vote may be cast for the lot in the manner determined by the owners.

ARTICLE V.(2)

COVENANT FOR MAINTENANCE ASSESSMENTS SECURITY AND MAINTENANCE OF PUBLIC RIGHT OF WAYS

The Association may, units at its discretion, 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-VI hereof.

ARTICLE VI
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 therefor, whether or not it shall be so expressed in such deed, ~~shall be deemed to covenant~~ abide by the Covenants and agree to pay to the Association: (1) annual assessments (~~“Annual Assessments”~~); and (2) special assessments (~~“Special Assessments”~~); ~~and such~~ Annual and Special Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, security and maintenance of public right-of-ways located within the Properties (to the extent not provided for by municipal, county and state governments), 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 Assessment. 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 prorated portion of \$75.00	

~~Until 1990, the~~ The maximum Annual Assessment may not be increased by more than **fifteen (15)** 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 year’s 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.~~ **Special Assessments for emergency expenses that cannot be paid from the annual assessments shall be made only after notice of the need for such is given to the Members. The special assessment shall become effective upon the affirmative vote of the Members at a special meeting called for such purpose. The special assessment shall be due no later than thirty (30) days following the date the special assessment is effective.**

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of laying 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~~ thirty percent (30%) 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 one-half (½) 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 Assessment: 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~~ 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 have 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 by the date due, then such assessment shall be 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 for two years, 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 this Article ~~VI~~ VI 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 for any 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 owes thereby automatically terminating its obligation to fund deficits in the operating expenses of the Association.~~

Section 9 8. 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(2)~~ VII **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 property owners in Fairview Estates Association~~ and the reasonable expense 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 owners of any lot, Association,~~ against any person or persons violating any covenant or to recover damages or both.

(c) The failure of the ~~Developer Association~~ 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 Association~~ of those other provisions of these restrictive covenants.

(d) In the event the Association shall prevail upon any proceeding for recovery of damages or to enjoin violations of this Declaration or rules and regulations of the Association, the Owner/Member, renter, or leasee shall be responsible for all costs and expenses incurred or paid by the Association in the prosecution of such proceeding, including reasonable attorney fees, and the Association shall be entitled to levy and individual assessment and place a lien upon the owner's lot and enforce said lien as an assessment lien, as provided in Article VI, hereof to secure payment of such sums.

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. ~~(4)~~ Amendment. In addition to any other manner herein provided 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 executed~~ approved 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) ~~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 amendment, change, addition, derogation or deletion to these Restrictions must be obtained.~~

2/3 of the membership voting in person or by proxy at a duly called meeting at which a quorum is present.

Section 4. Rezoning. ~~So long as Developer, its successors or assigns, is the owner of fifty (50) percent 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 blocks 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 the extent that the rezoning was approved, these restrictive covenants as it pertains to set back, use, lot area and width 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 4. Architectural Control Board (ACB) Functions. The ACB administers the architectural requirements of the Covenants, including the ongoing maintenance of properties in a manner consistent with the Covenants and any other lawful order or directive of the Association's Board of Directors. The ACB establishes and maintains architectural criteria to be applied in determining whether to approve a design for construction.

Section 5. ACB Indemnification. The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to attorneys' fees and costs arising from or by virtue of any action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties granted to the ACB by this Declaration. The Association shall not be required to indemnify the ACB or any member thereof for any action brought by the Association against the ACB or any member thereof in which the Association is ultimately successful.

Members of the ACB and its designated representatives shall not be entitled to compensation for services performed pursuant to this Covenants.

Section 6. Compliance with Governmental Requirements. Any alteration, addition, improvement, or change in a residence or lot must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when mandated by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event, the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required, is submitted to the Association.

~~REFERENCES AND EXPLANATIONS OF THE ABOVE DOCUMENT:~~

~~This document consolidates listed below and removes legal wording in an effort to make the Fairview Estates Covenants easy to read understand.~~

~~Superscripts indicate locations where additions, deletions and/or modification in whole or in part by recorded amendments have been edited into Documents #1:~~

ATTACHMENT B.

LIST OF REFERENCED ORIGINAL DOCUMENTS

Superscript 1. "Fairview Estates Restrictive Covenants and Easements" Declaration made on July 31, 1984, by ZSMD Properties, the Developer (Now Citrus Hills Investments Properties, Inc.). See Citrus County Official Records Book 647, Pages 1667-1676.

Superscript 2. "Amendment to Fairview Estates Restrictive Covenants and Easements": dated June 20, 1986. See Citrus County Official Record Book 704, Pages 1466 -1474.

Superscript 3. "Amendment to Restriction Recorded in Official Records Book 647, Pages 1667-1676 of the Public Records of Citrus County, Florida" dated February 13, 1992. See Citrus County Record Book 0925, Pages 1555-56.

Superscript 4. "Amendment to Restrictions Recorded in Official Book 647, Pages 1667-1676 of the Public Records of Citrus County, Florida" dated April 14, 1992. See Citrus County Records, Book 0934, Pages 1637-1640.

Superscript 5. Rewording to clarify unintelligible sentence in original document.