

**FAIRVIEW ESTATES OF CITRUS HILLS**  
**INTEGRATED, AMENDED AND RESTATED DECLARATION**  
**OF RESTRICTIVE COVENANTS AND EASEMENTS**

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**FAIRVIEW ESTATES OF CITRUS HILLS**  
**INTEGRATED, AMENDED AND RESTATED DECLARATION**  
**OF RESTRICTIVE COVENANTS AND EASEMENTS <sup>(1)</sup> <sup>(6)</sup>**

This document provides a single reference that integrates all Covenant related language that has been voted on in the affirmative by the Association Membership and formally recorded with Citrus County since Fairview Estates of Citrus Hills was created in July 1984.

The lands of Fairview Estates are held and shall be conveyed subject to:  
The following covenants and restrictions shall run with the land in perpetuity, unless an instrument, signed by the owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall be recorded.

**ARTICLE I**  
**DEFINITIONS <sup>(2)</sup>**

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" 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 sown 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 IV, Section I hereof.

(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.

(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, garages, sheds, storage, or workshop.

(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. <sup>(3)</sup>

## 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 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. A second structure is permitted for use as a maintenance, storage or workshop building only if its dimensions do not exceed 196 square feet x 8' height (height does not include the roof); and any such structure must conform to house design, material, color, and roof contour.<sup>(4)</sup>

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

(c) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall any business or any kind or noxious, or offensive activity may 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 trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot covered by these Covenants shall at any time be used for human habitation.<sup>(4)</sup>

(d) No Recreational Vehicles including mobile homes, motor homes, travel trailers, all-terrain vehicles, motor boats, house boats, or similar waterborne 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.<sup>(4)</sup>

(e) 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.<sup>(4)</sup>

(f) 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.

(g) Owner shall provide adequate off-street parking for the parking of automobiles owned by such owner and guest and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way.

All driveways and parking pads must be paved with concrete or pavers extending from the street to the garage located on the lot. No vehicles may be parked anywhere on the lot except on the paved driveway or parking pad as laid out on the building plan or plans approved by the Citrus County Building Department and the ACB.<sup>(7)</sup>

(h) 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.

i) No 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.

### **ARTICLE III**

#### **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. 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.<sup>(6)</sup>

**Section 2. Prohibitions Against Subdividing Platted Lots, Lot Area and Width, Setback Requirements, Size of Building, Building Placement, Landscaping Requirements, and Easements.** <sup>(2)</sup>

(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.<sup>(2)</sup>

(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.<sup>(4)</sup>

(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.<sup>(4)</sup> The lot and structures including the house, shed, driveway, driveway columns, and all walkways, fences, lighted yard posts, arbors, gazebos, trellises must be maintained in a neat and attractive manner. Maintenance includes, but is not limited to, pressure washing, painting, repairing of or replacement as is appropriate. All improvements must be approved by the ACB.<sup>(7)</sup>

(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.<sup>(2)</sup>

**Section 3. Electrical and Mechanical Equipment Criteria.<sup>(4)</sup>**

(a) All electrical or mechanical equipment, if visible from the road right-of-way, must be fully shielded by evergreen shrubbery or screened enclosures.

(b) Outdoor clothes lines are permitted if they are not visible from the street.

**Section 4. Fences, Hedges and Walls<sup>(4)</sup>** 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.

No fence or wall shall be erected or maintained which shall:

(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 roughhewn woods or natural plantings as fencing and screening materials is encouraged); or

(c) Stand greater than six (6) feet in height.

**Section 5. Signs.**<sup>(3)</sup> 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. 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 a lot owner, 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 Association or its assigns, may erect signs larger than the above described dimensions.

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 6. Garbage and Rubbish:** Garbage, rubbish, debris, 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. 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

## **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION <sup>(2)</sup>**

**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.

**ARTICLE V**  
**SECURITY AND MAINTENANCE OF PUBLIC RIGHT OF WAYS <sup>(2)</sup>**

The Association may, at its discretion, provide security for the property, as well as 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 VI hereof.

**ARTICLE VI**  
**COVENANT FOR MAINTENANCE ASSESSMENTS <sup>(2)</sup>**

**Section 1. Creation of the Lien and Personal Obligation of the Assessments.** 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 abide by the Covenants and agree to pay to the Association: (1) annual assessments-and (2) special assessments with 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

The maximum Annual Assessment may not be increased by more than five (5) percent above the maximum assessment for the previous 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 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.

**Section 5. Date of Commencement of Annual Assessment: Due Dates.** 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.

**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 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 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, 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. 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-VII GENERAL PROVISIONS <sup>(2)</sup>**

### **Section 1. Violations and Enforcement.**

(a) Violations of any covenant or restriction may be remedied by the 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 Association, against any person or persons violating any covenant or to recover damages or both.

(c) The failure of the 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 Association 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.** 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 recordation of any instrument approved by 2/3 of the membership voting in person or by proxy at a duly called meeting at which a quorum is present.<sup>(5)</sup>

## **ATTACHMENT B.**

### **LIST OF REFERENCED ORIGINAL DOCUMENTS**

**NOTE 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. Covenants Version 1.0

**NOTE 2.** “Amendment to Fairview Estates Restrictive Covenants and Easements”: dated June 20, 1986. See Citrus County Official Record Book 704, Pages 1466 -1474. Covenants Version 2.0

**NOTE 3.** “Amendment to Restrictions 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. Covenants Version 2.1

**NOTE 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. Covenants Version 2.2

**NOTE 5.** “Amendment to Restrictions Recorded in Official Records Book 2789, Page 976, of the Public Records of Citrus County, Florida” dated October 24, 2016. Covenants Version 2.3

**NOTE 6.** “Amendment to Restrictions Recorded in Official Records Book 2868, Page 2076, of the Public Records of Citrus County, Florida” dated December 12, 2017. Covenants Version 3.0

**NOTE 7.** “Adopted Amendments to the Amended and Restated Declaration of Restrictive Covenants and Easements of Fairview Estates of Citrus Hills in Official Records Book 2974, Page 1756, of the Public Records of Citrus County, Florida” dated May 8, 2019. Covenants Version 3.1

## **Integrated, Amended and Restated Declaration of Restrictive Covenants and Easements of Fairview Estates of Citrus Hills**