

Official Records Citrus County FL  
Angela Vick, Clerk of the Circuit Court & Comptroller  
#2023026630 BK: 3377 PG: 40  
5/8/2023 1:40 PM 1 Receipt: 2023023835  
RECORDING \$222.50

Return to:  
Cypress Village Property Owners Association  
Board of Directors, Attn: Board Secretary  
108 Cypress Boulevard West  
Homosassa, FL 34446  
352-382-1900

**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
(MULTI-FAMILY)**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on March 22, 2023 by the affirmative vote of at least a majority of the voting interests of the Association present at a meeting duly called for this purpose, the Amended and Restated Declaration of Restrictions as originally recorded O.R. Book 342, Page 762 et seq., and O.R. Book 342, Page 770 et seq.; completely restated in O.R. Book 3049, Page 1653 et seq., and amended in O.R. Book 3309, Page 2110 et seq.; all of the Public Records of Citrus County, Florida, be, and the same is hereby amended to follow:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Cypress Village Property Owners Association 2023 Multi Family Deed Restrictions".

IN WITNESS WHEREOF, CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 8<sup>th</sup> day of May, 2023.

CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

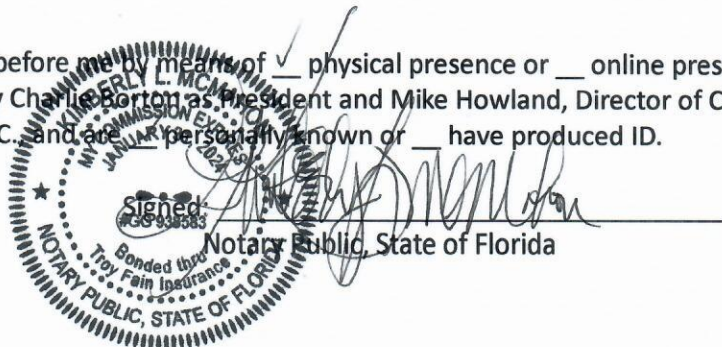
By: Charlie Borton  
Charlie Borton, President

ATTEST:

By: Mike Howland  
Mike Howland, Director

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of  physical presence or  online presence and notarization, this 8th day of May, 2023, by Charlie Borton as President and Mike Howland, Director of CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION INC. and are  personally known or  have produced ID.



PREPARED BY: CVPOA  
RECORD AND RETURN TO:  
CVPOA, Board of Directors  
Attn: Board Secretary  
108 Cypress Boulevard West  
Homosassa, FL 34446  
Telephone (352) 382-1900

**CYPRESS VILLAGE  
PROPERTY OWNERS  
ASSOCIATION, INC.**

**2023**

**MULTI-FAMILY  
DEED RESTRICTIONS**



**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
(MULTI-FAMILY)**

WHEREAS, PUNTA GORDA DEVELOPERS, INC., hereinafter called the "Grantor", is or was a corporation under the laws of the State of Florida, was the Owner in fee simple of the following platted lands situated in Citrus County, Florida, to-wit:

Block 92; Block 110; Block 111; Block 124, Lot 51; Block 126, Lots 20 through 27, inclusive; Block A; Block B, Lots 15 through 17, inclusive; Block C, Lots 1 through 3, inclusive; Block G, Lots 21 through 30, inclusive; Block H; Block I, Lots 1 through 13, inclusive; Block J, Lots 1 and 2 and Lot 14; Block K, Lots 1 through 4, inclusive; Block L, Lots 1 through 11, inclusive, and Lot 13; Block M, Lots 1 through 4, inclusive; Block N, Lots 1 through 5, inclusive and Lots 8 through 11, inclusive; Tract 142; Tract 143; Tract 144; and Tract 145; all being and lying in SUGARMILL WOODS SUBDIVISION, CYPRESS VILLAGE, according to the Plat thereof, as recorded in Plat Book 9, Pages 86 through 150, inclusive; Plat Book 10, Pages 1 through 9, inclusive of the Public Records of Citrus County, Florida; as amended in Plat Book 9, Pages 87-A of the Public Records of Citrus County, Florida; and Lots 1-R through 203-R Villa Replat, Cypress Village, Sugarmill Woods Subdivision as recorded in Plat Book 11, Pages 105 through 109, inclusive, Public Records of Citrus County, Florida.

WHEREAS, said Grantor or its predecessor in title, originally filed restrictions of record on June 26, 1973, in O.R. Book 342, Page 762 et seq., and O.R. Book 342, Page 770 et seq., Citrus County Records, which restrictions were subsequently amended by instrument recorded in O.R. Book 350, Page 645 et seq.; O.R. Book 377, Page 609 et seq.; O.R. Book 377, Page 625 et seq.; O.R. Book 400, Page 137 et seq.; O.R. Book 443, Page 395 et seq.; O.R. Book 443, Page 400 et seq.; O.R. Book 462, page 685 et seq.; O.R. Book 527, Page 11; O.R. Book 527, Page 12; completely amended and restated by instrument recorded in O.R. Book 621, Page 2166 et seq., and further subsequently amended by instrument recorded in O.R. Book 1034, Page 1875 et seq.; and O.R. Book 1081, Page 273 et seq.; and as restated through revitalization recorded in OR Book 2974 Page 2354 et seq.; completely amended and restated by instrument recorded in O.R. Book 3049, Page 1629 et seq.; O.R. Book 3149, Page 518 et seq; O.R. Book 3309, Page 2110 et seq; all of the Public Records of Citrus County, Florida.

WHERE AS, this is an amended and restated declaration of restrictions (multi-family) and shall relate back to the original recording date. This restatement shall supersede all restrictions previously filed on the above-described real Property.

NOW, THEREFORE, IN ACCORDANCE WITH THE LAW, all previously filed restrictions on the above-described Property shall be superseded by this Restated Declaration, by the following respectively numbered restrictions, which restrictions shall run with the afore described real Property, unless and until same are amended by future amendments in accordance with the amendment provisions set forth herein:

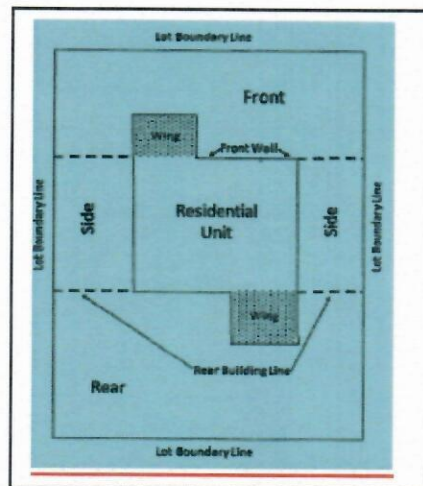


DEFINITIONS - The following definitions apply wherever the capitalized terms appear in these Restrictions. Additional terms may also be defined the first time they appear.

- a. "Accessory Building" means any Building upon a Lot other than the Residential Unit.
- b. "Architectural Control Board or ACB" is a committee of Owners appointed by the Association's Board of Directors to review construction plans, construction activity and landscaping plans to ensure compliance with these Restrictions and any issued permits.
- c. "Articles" means the Articles of Incorporation of Cypress Village Property Owners Association, Inc., filed with the Secretary of the State of Florida, as such may be amended from time to time.
- d. "Association" means Cypress Village Property Owners Association, Inc., (CVPOA) a Florida not-for-profit corporation, its successors, and assigns.
- e. "Board" or "Board of Directors" means the Board of Directors of the Association.
- f. "Building" means a roofed and walled structure built for permanent use.
- g. "Bylaws" means the Bylaws of the Association as such may be amended from time to time.
- h. "County" means Citrus County, Florida.
- i. "Covenants, Conditions and Restrictions (CC&Rs)". CC&Rs are the covenants, conditions and restrictions of Sugarmill Woods, Cypress Village Property Owners Association and describe the requirements and limitations about what Owners may do with their Property. The goal of the CC&Rs is to protect, preserve, and enhance Property values in the community.
- j. "Cypress Village" refers to the Cypress Village Subdivision within Sugarmill Woods Subdivision, the Plat of which is recorded at Plat Book 9, Pages 86-150 inclusive; Plat Books 10, Pages 1-9, inclusive; and Plat Book 9, Page 87-A of the Public Records of Citrus County, Florida.
- k. "Fence" means a barrier intended to create privacy, prevent escape or intrusion, or to mark a boundary.
- l. "Front Yard" is defined as the area of a Lot, or combined Lots, located between the side Lot Property lines and between the front wall line of the Residential Unit and the road right-of-way.
- m. "Grantor" means Punta Gorda Developers, Inc., its successors and/or Assigns including the Association as successor to Punta Gorda Developers, Inc.
- n. "Lot" shall mean and refer to any Lot shown on the Plat along with any improvements constructed upon the real Property.
- o. "Member" means a Member of the Association.
- p. "Owner" means the record Owner, whether one or more persons or entities of the fee simple title to any Lot within Cypress Village but does not include persons or entities holding title merely as security for the performance of an obligation.
- q. "Plat" means the Plat of Sugarmill Woods Subdivision, Cypress Village.
- r. "Property" means the real Property described above and included on the Plat.
- s. "Public Records" means the Official Records of Citrus County, Florida.



- t. "Residence" and/or "Residential Unit" means any residential structure constructed for single family occupancy upon any Lot.
- u. "Rules and Regulations" means the governing rules created by the Association and thereafter enforced and revised or amended by the Association.
- v. "Subdivision" means the subdivided Property hereinbefore described as Sugarmill Woods Subdivision, Cypress Village.
- w. "Xeriscape" means a style of landscape design requiring little or no irrigation or other maintenance, used in arid regions.
- x. "Xeric" means relating to or requiring only a small amount of moisture.
- y. "Common Wall" means an existing structural, load-bearing, wall of the original site plan shared by the Residential Unit and a garage or Building Addition
- z. "Front" is defined as the side of the Residential Unit assigned the residential street address
- aa. "Front Wall" is defined as the wall located at the front of the Residential Unit, which usually contains the front egress, without regard for any recesses or wings. This is not to be confused with the garage entrance. This line is usually parallel to the front Lot boundary line.



- bb. "Rear Building Line" is defined as a line running along the rear wall of the Residential Unit, which usually contains the rear egress, without regard for recesses or wings. This line extends from side Lot boundary line to side Lot boundary line. This line is usually parallel to the rear property line (see diagram under "Front Wall" definition).

## Multi-Family Deed Restriction Index – Alphabetically

| <u>Title</u>   | <u>Section</u> |
|--|----------------|
| Additional Restrictions and Amendments   | 19             |
| Animals and Pets   | 8              |
| Animal Waste Disposal  | 8.1            |
| Compliance with Citrus County Code of Ordinance                                    | 8.2            |
| Approval of Plans, Specifications & Locations of Residential Units                 | 4              |
| Application and Submittal  | 4.1            |
| Construction Standards   | 4.2            |
| Garages  | 4.2.1          |
| Roofs  | 4.2.2          |
| Impervious Surface Ration  | 4.2.3          |
| Exterior Residential Unit/Garage Door Color  | 4.2.4          |
| Driveway and/or Walkway Color  | 4.2.5          |
| Accessory Buildings  | 4.2.6          |
| Temporary Structures   | 4.2.7          |
| Furniture  | 4.2.8          |
| Construction Dumpster  | 4.2.9          |
| New Building Height  | 4.2.10         |
| Lawn and Landscaping (Post Construction)   | 4.2.11         |
| Driveway Additions   | 4.2.12         |
| Underground Electrical Service   | 4.2.13         |
| Silt Construction Barrier  | 4.2.14         |
| Residential Unit Fascia  | 4.2.15         |
| Residential Unit Numbers   | 4.2.16         |
| Residential Unit Design  | 4.2.17         |
| Decorative Trim or Banding   | 4.2.18         |
| Carports   | 4.2.19         |
| Water and Utility Supply Lines   | 4.2.20         |
| No Garage or Building Addition may exceed Home Height                              | 4.2.21         |
| New Construction – Storm Water Run-Off Requirements                                | 4.2.22         |
| Solar panels are only permitted on roofs   | 4.2.23         |
| ACB may send Properties to the BOD for Fining                                      | 4.2.24         |
| Review Procedures – Construction Commencement                                      | 4.3            |
| ACB – Construction Permit  | 4.3.1          |
| ACB Land Clearing ACB Permit   | 4.3.2          |
| Permit Boards  | 4.3.3          |
| State of Lot   | 4.3.4          |
| Uncompleted Construction – Abandonment of Lot                                      | 4.3.5          |
| Responsibility of Abandonment of Lot   | 4.3.6          |
| Casualty Clause  | 4.4            |
| No Encroachment  | 4.5            |
| Contractor Requirements  | 4.6            |
| Swimming Pools   | 4.7            |
| In-Ground Swimming Pools   | 4.7.1          |
| Screened Enclosures Required   | 4.7.2          |
| Above Ground Pool Strictly Prohibited  | 4.7.3          |
| Post Construction, Repairs, Modifications,<br>Re-roofing, Additions or Alterations | 4.8            |



|   |        |
|---|--------|
| Replacement Roofing   | 4.8.1  |
| Fines (unauthorized modifications)                            | 4.8.2  |
| Permit Fees   | 4.9    |
| Common Area   | 15     |
| Definition  | 15.1   |
| Motorized Vehicles Prohibited                                 | 15.1.1 |
| Activities Prohibited   | 15.1.2 |
| Assessments, Costs and Fees                                   | 15.2   |
| Late Fees and Interest  | 15.2.1 |
| Lien Subordination  | 15.2.2 |
| Criteria Regarding Entranceway Common Areas                   | 15.3   |
| Fire Prevention/Underbrush Removal                            | 15.4   |
| Containers and Tanks  | 10     |
| Household Waste, Trash and Garbage Containers                 | 10.1   |
| Owner Provided Yard Waste and Recyclable Materials Containers | 10.2   |
| Furniture/Household Goods                                     | 10.3   |
| Storage Tanks   | 10.4   |
| Drilling, Oil, Water Wells, Etc.                              | 9      |
| Easement Areas  | 12     |
| Fireworks   | 22     |
| Garage, Estate & Yard Sales                                   | 19     |
| Invalidity Clause   | 18     |
| Lawns and Landscaping (New Construction)                      | 3      |
| Landscaping Plan and Approval                                 | 3.1    |
| Plan Requirements   | 3.2    |
| Installation Completion                                       | 3.3    |
| Lease Restrictions  | 20     |
| Length of Rental Requirements                                 | 20.1   |
| Owner is Responsible for Deed Restrictions                    | 20.2   |
| Property Owner is Required to provide Restrictions to Renters | 20.3   |
| No Trade, Business, Profession, Etc.                          | 2      |
| Notice of Golf Course   | 25     |
| Open Fires Prohibited   | 21     |
| Remedies for Violations/Fines and Penalties                   | 16     |
| Construction or Activity Without Permit                       | 16.1   |
| Remedies for Violations                                       | 16.2   |
| Curative Measures   | 16.3   |
| Fines   | 16.4   |
| Residential Unit and Landscaping Maintenance                  | 13     |
| Residential Unit Maintenance                                  | 13.1   |
| Landscaping Maintenance                                       | 13.2   |
| Sodded Areas  | 13.3   |
| Weed, Underbrush and Dead Vegetation                          | 13.4   |
| Residential Use, Multi-Family                                 | 1      |

|   |        |
|---|--------|
| Right of Association  | 23     |
| Setback and Minimum Square Foot Area and Easements          | 5      |
| Square Footage of Multi-Family Homes Minimum Requirement    | 5.1    |
| Easements   | 5.2    |
| Townhome, Condominiums, Duplexes Square Footage Requirement | 5.3    |
| Methods for Determining Square Footage                      | 5.4    |
| Sheds   | 24     |
| Location  | 24.1   |
| Dimensions  | 24.2   |
| Design Standards  | 24.3   |
| Landscaping   | 24.4   |
| Maintenance   | 24.5   |
| Signs and Displays  | 11     |
| Prohibited Signs  | 11.1   |
| Permitted Signs   | 11.2   |
| Open House Signs  | 11.3   |
| Building Permits  | 11.4   |
| Outdoor Holiday Decorations                                 | 11.5   |
| Board of Director Meeting Signs                             | 11.6   |
| Vehicle Standards and Vehicle Parking                       | 6      |
| Definitions   | 6.1    |
| Passenger Automobiles                                       | 6.1.1  |
| Passenger Vans and Light Pick-Up Trucks                     | 6.1.2  |
| Service Vehicles and Commercial Vehicles                    | 6.1.3  |
| Government Official Vehicles                                | 6.1.4  |
| Camper  | 6.1.5  |
| Mobile Home   | 6.1.6  |
| Motor Home or Recreation Vehicle                            | 6.1.7  |
| Boat  | 6.1.8  |
| Utility Trailer   | 6.1.9  |
| Motorcycles   | 6.1.10 |
| Parking   | 6.2    |
| Passenger Automobiles, Etc.                                 | 6.2.1  |
| Boats, Trailers, Motor Homes, Etc.                          | 6.2.2  |
| Non-Operational Vehicles                                    | 6.3    |
| Utility Trailers, Service Vehicles, and Commercial Vehicles | 6.4    |
| Temporary Parking of Utility Trailers                       | 6.4.1  |
| Service Vehicles and Other Commercial Vehicles              | 6.4.2  |
| Enclosed Parking  | 6.5    |
| Vehicle Maintenance   | 6.6    |
| Garage Doors  | 6.7    |
| Waiver of Restrictions                                      | 14     |
| Wall, Fences and Privacy Screening                          | 7      |
| Prohibited Walls and Fences                                 | 7.1    |
| Permitted Walls and Fences                                  | 7.2    |
| Cannot Exceed 4 Feet in Height                              | 7.2.1  |
| Is Not Made of Wire or Chain Link                           | 7.2.2  |
| ACB Permit Required Before Installing a Fence               | 7.2.3  |
| Fence to conceal HVAC & Other Items 4 Feet                  | 7.2.4  |



|  |       |
|--|-------|
| Privacy Screening Fence & Natural Barrier Restrictions | 7.2.5 |
| Length & Height of Privacy Screening Fences            | 7.2.6 |
| Natural Barrier Screening is Preferred                 | 7.2.7 |
| Visibility Triangles                                   | 7.2.8 |
| Necessary Retaining Walls                              | 7.3   |

**END OF INDEX FOR MULTI-FAMILY DEED RESTRICTIONS**

## 1. RESIDENTIAL USE, MULTI-FAMILY

The Lots aforementioned in the Cypress Village Subdivision of Sugarmill Woods, including all Lots enlarged or recreated by shifting or relocation of said boundary lines, are restricted to the use of a multi-family Residential Unit or single-family Residential Unit located on a multi-family zoned Lot. A "unit" shall be herein and hereinafter defined as that portion of Building expressly designed as living quarters for a single family, their household workers, and guests. Only one (1) Building shall be erected on the Lot unless the Association should approve in writing, the design involving more than one (1) Building which decision the Association shall make in its sole and uncontrolled discretion using as its guide the aesthetic appeal. Lots shall be in full compliance with the deed restrictions as set forth herein. Under no circumstance shall any portion of a Lot, combination of Lots or Residential Units be subdivided. Multi-family residential use Units shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of the minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws.

## 2. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions without the express written consent of the Association. This shall not prevent an Owner of a Building from renting said Property for residential use. Trade, business, profession and other type of commercial activity shall be defined as any activity which involves receiving, storing and/or shipping of any inventory of goods to or from any Lot or portion of the land covered by these restrictions, as well as any activity which involves or creates dust, noise, dirt, traffic, commotion or any noxious or nuisance type of activity on the Lot, or any portion of the land covered by these restrictions. (See CVPOA Resolution dated December 17, 2019 as recorded in Citrus County at OR Book 3025 Page 863 et seq.)

## 3. LAWNS AND LANDSCAPING (NEW CONSTRUCTION)

3.1 Landscaping Plan and Approval - Before an Owner commences the construction of a Residential Unit, the Owner shall sign an agreement that Owner shall send a comprehensive landscaping plan to the ACB for approval. An Owner shall not complete or occupy Owner's Residential Unit until Owner obtains approval of Owner's landscaping plan. The ACB shall review the landscaping plan upon completion for compliance with these Restrictions and shall deny approval of Owner's landscaping plan if incompatible with surrounding landscaping plans within the Subdivision. A Lot Owner may utilize a Florida-friendly landscape design. The Board of Directors shall have the authority to adopt specifications and standards for Florida-friendly landscaping. Any Florida-friendly landscaping placed on a Lot shall meet the specifications as adopted by the Board from time to time. This provision shall not be deemed to prohibit Florida-friendly landscaping, but only to allow the Association to adopt specifications regarding same.

3.2 Plan Requirements - The Owner's landscaping plan may utilize sod as ground cover with landscaped beds or may utilize Xeriscape or Florida-friendly landscape practices as described in Florida Statue 373.185 or a combination of both. Regardless of the nature of the plantings on the balance of the Lot, the road right-of-way in front of Owner's Lot must be sodded from Lot line to Lot line and on corner Lots sod must cover the road right-of-way from Lot line to Lot line. The Owner's landscaping plan must depict Owner's residential unit, all driveways, walkways, parking strips, and as appropriate, sodded areas, landscaped areas, natural areas, and Xeric areas. Owner's landscaping plan shall include a sufficient number of trees and shrubs of sufficient size so as to be compatible with neighboring Lots in the Subdivision. Areas of the Owner's Lot which are neither landscaped, nor natural nor Xeric must be completely covered in sod. Xeric planting areas shall make appropriate uses of mulch. The landscaping plan shall provide that trees and shrubs shall be installed as to not impair the vision of traffic. For sodded landscapes. Owner shall provide an underground irrigation system with a



built-in rain sensor to maintain Owner's landscaping and sod in a healthy, well-kept manner. For Xeric landscapes, Owner shall provide efficient micro-irrigation system of drips, misters and sprays with a built-in rain sensor, consistent with Xeric practices, to maintain the yard in a healthy, well-kept manner.

3.3 Installation Completion - Owner/Contractor shall install landscaping in accordance with the approved landscaping plan. Minor variations, such as the shape of landscape beds, may be made to the landscaping plan during installation so long as the minor variations do not substantially deviate from the approved landscaping plan. Sod, Xeriscape or Florida-friendly landscaping installations are to be completed before the Certificate of Occupancy is obtained from Citrus County and before Owner begins occupying the residential unit. Due to inclement weather conditions, Owners installing sod, Xeriscape or Florida-friendly landscape plans, as defined in Florida Statute 373.185, may request in writing an extension of up to three (3) months from the date Owner obtains Certificate of Occupancy from Citrus County to complete the installation.

#### 4. APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF RESIDENTIAL UNITS

4.1 Application and Submittal - In order to ensure that all construction within the Subdivision shall preserve a high standard of construction, no residential unit shall be developed, erected, placed, or constructed on any portion of the Property until a set of Citrus County approved plans of the working drawings and specifications, including a certified land survey and legal description executed by a State of Florida registered surveyor is submitted in a Building permit application to the ACB for approval. A site plan showing the location of the residential unit, pools, terraces, patios, walls, fences, driveways, property lines, poles and setbacks shall also be submitted. Owner's application shall also include the requisite permit fee, an affidavit of Building restrictions, landscape and irrigation plans, (or a signed landscaping agreement), a copy of Owner's Citrus County Building permit, a 1/4" scale drawing of the proposed residential unit noting the Residential Unit's square footage broken down into total square footage and living space square footage, a description and color of roofing material, exterior Residential Unit paint color including trim color and Impervious Surface Ratio calculation. For applications and submittal of Building additions, alterations, or pools, Section 4.8 and/or 4.9 shall apply.

#### 4.2 Construction Standards

4.2.1 Garages - Residential Units shall include an attached Garage which accommodates no less than one full size passenger automobile. No detached garages shall be constructed upon any Lot. All garages or Building additions must share, as a Common Wall, at least twenty-five percent (25%) of the length of one existing exterior, structural wall of the Residential Unit and must share an integrated roof with the Residential Unit. Breezeways and walls extending out from the Residential Unit used to attach the garage of Building addition to the Residential Unit are prohibited. No garage or building addition shall exceed the height of the Residential Unit. No garage shall be used as living space.

4.2.2 Roofs - Roofing material must be architectural grade with minimum twenty-five-year (25) warranty, certified to wind load requirements of the Florida Standard Building code. Colors must be compatible with the residential unit color and the overall standards of the community. Roof pitch of the front view must be a minimum of four/twelve (4/12) pitch on all Residential Units.

4.2.3 Impervious Surface Ratio - The area of Impervious Surface on Owner's Lot shall be a maximum of fifty percent (50%) of the total surface area. Owner shall provide this calculation with Owner's permit application.



4.2.4 Exterior Residential Unit/Garage Door Color - Prior to painting or repainting the exterior of a residential unit or a garage door, even in the existing color, Owner shall apply for and obtain a permit issued by the ACB. All colors must conform to the ACB approved color selections in effect at the time of painting/repainting. If painted, garage doors shall be white or the color of the dwelling or trim.

4.2.5 Driveway and/or Walkway Color – Un-tinted or uncolored cement is preferred by the Association; however, if Owners prefer to tint, paint or color Owner’s driveway or walkway, such color must be neutral, earth-tone or pastel. Owner’s driveway or walkway shall only be constructed of either concrete, brick pavers or brick or such other material as may be approved in writing by the ACB. Paint color shall not be changed from its original approved color without an ACB permit.

4.2.6 Accessory Buildings - Accessory or additional Buildings are prohibited within the Subdivision with the exception of ACB permitted sheds (see Section 25 for specifics).

4.2.7 Temporary Structures - Any temporary structures used for parties, ceremonies, celebrations, etc., must be removed within seventy-two (72) hours following the event.

4.2.8 Furniture (except that specifically manufactured for outdoor use), gas/charcoal grills, toys, swing sets, jungle gyms, bicycles, art displays not suited for landscaping, large or multiple items, excessive landscaping, hobby or commercial displays, and similar items may not be placed in the front or side yard of the Lot. Basketball back boards, hockey nets and similar sports equipment are not permitted within the County right-of-way or in any cul-de-sac.

4.2.9 Construction Dumpster - A commercial construction waste dumpster shall be placed upon the Owner’s lot during construction after the Residential Unit slab has been poured and prior to all the wall blocks have been laid. All waste must be placed inside the dumpster. Construction waste corrals built onsite are not permitted.

4.2.10 New Building Height - Any new Building constructed on any Lot shall not exceed thirty-five feet (35’) in height.

4.2.11 Lawn and Landscaping (Post Construction)

4.2.11a Artificial turf and bamboo are prohibited.

4.2.11b All landscaped areas must be well maintained, free from weeds, pests, fungus and overgrowth and yard debris mulched at least once a year, and all shall be neatly trimmed and shaped to present a manicured appearance.

4.2.12 Driveway Additions - Prior to construction, Owner shall obtain a permit issued by the ACB. A Site Plan shall be submitted showing the location of the addition indicating the size and materials to be used. Use of gravel or rock to expand driveway is prohibited. Impervious Surface ratio must be adhered to.

4.2.13 Underground Electrical Service - All residential units shall have underground electrical service from the utility pole to the residential unit.

4.2.14 Silt Construction Barrier - Each contractor/Owner shall ensure that a silt barrier is in place around no less than three (3) sides of Owners Lot. Silt barriers are to be placed at the Lot boundary lines. One (1) side must be the side of the lowest Lot elevation. If this is the access side, at least 75%



of the edge must be protected. Barriers must be buried to a minimum depth of six inches (6"). Silt barriers are required next to adjacent residential units. Barrier integrity must be maintained throughout construction and shall remain in place until property is landscaped. Contractor/Owner is required to clean site debris/particulate due to traffic from site or erosion which transferred/flowed into street or adjacent properties. This cleaning must be done within forty-eight (48) hours of event.

4.2.15 Residential Unit Fascia - The fascia on all new Residential Units shall be no less than six inches (6") (lumber sizing standards).

4.2.16 Residential Unit Numbers - All residential units shall have a Residential Unit number that is visible and discernable from the street fronting the Property. Unit numbers shall be a minimum of four inches (4") in height and color of unit numbers shall contrast with the background color, in compliance with Florida Building Code Section R319.

4.2.17 Residential Unit Design - Each new residential unit shall have no less than four (4) outside corners on the front elevation, not including corners on posts or columns.

4.2.18 Decorative Trim or Banding - Each new residential unit shall include decorative trim or banding around windows or doors that has a minimum projection of one-half inch (1/2").

4.2.19 Carports - Carports are not permitted without the express written permission of the Association and are intended only in the multi-family area that are combined units such as townhome units, condo units, etc.

4.2.20 Water and Utility supply lines shall be included on the new home site plan.

4.2.21 No garage or Building addition may exceed the height of the Residential Unit.

4.2.22 New Construction is required to maintain/ensure no increase of storm water run-off to adjacent property due to leveling, impervious surface or elevation increase. This is accomplished by re-installing existing/necessary swales, berms, or other diversions to ensure the integrity of all adjacent and lower elevation properties. All county, state, and federal guidelines must be followed.

4.2.23 Solar panels are only permitted on residential roofs.

4.2.24 The ACB Committee may make recommendations to the Board of Directors that properties be sent to the Fining Committee for violations involving ACB Permits.

4.3 Review Procedures - Construction Commencement (New Construction) - The ACB shall review the submittal for compliance with these restrictions. The ACB shall deny a permit for not complying with the terms and conditions of these Restrictions.

4.3.1 No Owner shall begin construction, including Lot clearing or landscaping, until Owner receives a Building permit from the ACB.

4.3.2 No land shall be changed from its natural state and no clearing or harvesting trees shall occur prior to the issuance of an ACB permit.

4.3.3 Permit Boards must be placed on the Lot immediately following the clearing of the Lot.



4.3.4 If for any reason, the Lot is cleared, and construction has not begun within three months of clearing, the Lot shall be sodded or seeded with drought tolerant grass such as Bahia. Vacant Lots which have been cleared shall be mowed at least six times during the growing season. All expenses for implementation and compliance shall be the responsibility of the Owner.

4.3.5 If uncompleted construction is abandoned (no work activity for six (6) months), the Owner is responsible for removal of the elements of construction presently in place and for the replanting necessary to return the Lot to a near natural state.

4.3.6 In the event of abandonment on a construction site which currently holds an ACB Permit, the ACB shall determine whether or not the abandonment is the responsibility of the Owner, builder or both. No new permit shall be issued to the abandoning party until the abandoned Property is brought into compliance with the preceding paragraph.

4.4 Casualty Clause - In the event a Residential Unit or any portion thereof is damaged or destroyed, it shall be the duty of the Owner thereof, with all diligence, to rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be started within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurred unless prevented by causes beyond the control of the Owner(s). Plans and specifications for the repair and reconstruction shall be submitted for approval by the ACB. If restoration is not feasible, demolition must commence within the six (6) month period and the Lot returned to a natural state.

4.5 No Encroachment - Neither Owner, nor Owner's contractor, nor contractor's agents may encroach into the Association's Common Areas. Any such encroachment will be otherwise considered a trespass and shall be treated as such. Should any encroachment require expense for restoration to return the affected area to its original natural state, all such expenses shall be borne by the Owner.

4.6 Contractor Requirements - Owner's contractor shall be a bona fide Building contractor duly licensed and insured by applicable governmental authorities.

#### 4.7 Swimming Pools

4.7.1 An in-ground swimming pool may be built during or after the construction of an Owner's residential unit provided that a certified land survey depicting the proposed pool location and including all the previously identified site plan requirements is submitted for permit approval to the ACB.

4.7.2 Swimming pools shall be located within a fully screened enclosure.

4.7.3 Above ground swimming pools are strictly prohibited within the Subdivision, except for portable wading pools, not exceeding eight feet (8') in width and one foot (1') in depth.

4.8 Post Construction Repairs, Modifications, Re-roofing, Additions or Alterations - Owner shall first obtain ACB approval and applicable County permits prior to making any modifications, including changing any exterior color, swimming pool or cage, replacement roofing or alterations to the exterior appearance of the Residential Unit. All alterations, or additions must be attached to the main Residential Unit and shall be constructed of the same, or acceptable material as may be approved by the ACB. Surface painted colors shall be compatible with the main Residential Unit. No portion of the original residential unit non-living areas,



including, but not limited to, garage, veranda, patio, lanai, or storage areas shall be altered, or converted to living space without Owner first obtaining ACB approval and applicable County permits. The Residential Unit must always have a garage for a minimum of one (1) car.

4.8.1 Replacement Roofing - Replacement roofing requires prior approval by the ACB. Material must be architectural grade with a minimum of twenty-five (25) year warranty, certified to wind load requirements of the Florida Standard Building Code. Colors must be compatible with the residential Building color and overall standards of the community.

4.8.2 Fines - Any changes, modification or alterations to the Residential Unit may require a permit and an approval by the ACB. If an Owner and/or builder modifies or alters the exterior appearance of their unit where an ACB permit is required and no such permit was obtained, a fine of \$250.00 will be levied immediately on the Owner and/or Builder (if the Builder is the Owner). Ultimate responsibility for obtaining the permit lies with the owner of the Residential Unit.

4.9 Permit Fees - Preconstruction or post construction Permit Fees shall be imposed by the ACB and are subject to change as voted on by the Board of Directors. This administrative fee is payable by Owner as a condition of approval. Permit applications of any type will not be approved for Owners who are in arrears on assessment payments.

## 5. SETBACK AND MINIMUM SQUARE FOOT AREA

5.1 No Building with less than 1,500 square feet of living area (except all Lots in Block B-A, shall be limited to 1,000 square feet of living area) shall be erected on any Lot without the express written consent of the Association. All Buildings erected or constructed on the aforementioned Lot(s) shall conform in area and setback limitation to the following table:

|   |                                |
|---|--------------------------------|
| Front – 25 feet except that in Block 126, Lots 20-27, inclusive; Block 124, Lot 51, Block 111, Lots 1-56, inclusive; Block 110, Lots 1-16 inclusive; Block 92, Lots 1-7 inclusive; Tracts 142, 143, 144 and 145 inclusive; shall be 50 feet and all Lots in Block BA, Lots 130-208, 301-393, 1R-203R inclusive; the following setbacks shall apply. | Back-10 Feet Sides- 7 1/2 Feet |
|---|--------------------------------|

|                  |  |
|------------------|--|
| Front – 11 Feet: | Back – 1 Foot Side on one side.<br>8 Feet on the other side. |
|------------------|--|

5.2 Easements – All Construction (refer to section 13 herein)

5.3 Each dwelling unit (further described as a townhome unit, condominium unit, duplex units, etc.,) is restricted to a minimum of 800 square feet unless a lower minimum shall be authorized in writing by the Association on a specific Building and each unit is restricted to the use of the single family, their workers and guests.

5.4 Method of Determining Square Foot Area - The method of determining the square foot area of proposed Buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the Building or structure at each floor level. Garages, roofed screen porches and the like, shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant or in the case of two (2) or more dwelling units, the square foot area of each unit shall be determined by multiplying the interior horizontal dimensions of the living area. No Building shall be higher



than two (2) stories or thirty-five feet (35'), whichever is less unless special permission is given by the Grantor.

## 6. VEHICLE STANDARDS AND VEHICLE PARKING

6.1 Definitions - The following definitions apply wherever the term appears in this section.

6.1.1 "Passenger Automobiles" "Passenger Automobile" means anything produced by the Original Manufacturer, to be sold and registered as a motorized vehicle having no more than two (2) axles and four (4) wheels including, but not limited to, cars, station wagons, mini-vans, sport utility and crossover vehicles.

6.1.2 "Passenger Vans and Light Pick-Up Trucks" means anything produced by the Original Manufacturer, to be sold and registered as a motorized vehicle having no more than two (2) axles and four (4) wheels with a rating of no more than a one-ton (1) hauling capacity and is used exclusively as a passenger vehicle and not as a "Service", or "Commercial Vehicle".

6.1.3 "Service Vehicles" and "Commercial Vehicles" means all vehicles of every kind whatsoever, which from the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use. Panel or cargo vans, trucks with commercial signage or commercial equipment visibly being carried around in the truck, trucks that have been modified from their factory specifications are considered to be "commercial vehicles".

6.1.4 "Government Official Vehicle" means any vehicle officially registered, licensed and badged for Government Official usage, including, but not limited to, Federal, U.S. Military, County and Municipal Government Light Pick-Up Trucks, Passenger Vans and Automobiles. Government Official Vehicles may be parked on an Owner's driveway or in their garage.

6.1.5 "Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed, or used for the purpose of camping, recreation or temporary housing for people and their personal Property.

6.1.6 "Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed, or used as a permanent residential dwelling.

6.1.7 "Motor Home" or "Recreation Vehicle" mean any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed, or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria, and which contain shower facilities, restroom facilities, and full cooking facilities are considered motor homes.

6.1.8 "Boat" means anything produced by the Original Manufacturer, to be sold and registered as a watercraft, including but not limited to, Jet Skis, etc.,

6.1.9 "Utility Trailer" means anything produced by the Original Manufacturer, to be sold and registered as a single or multiple axle trailer having an open, or enclosed cargo area and is designed to be coupled to or pulled by motorized vehicle.



6.1.10 "Motorcycles" means any motorized two (2) or three (3) wheeled vehicles including scooters and tricycles.

## 6.2 Parking

6.2.1 Passenger Automobiles, Passenger Vans, Light Pick-up Trucks and Motorcycles may only be parked on Owner's driveway. No parking is permitted upon any lawn, easement, County right-of-way, street, or unimproved Property for any period of time.

6.2.2 Boats, Trailers, Motor Homes, Recreational Vehicles, Campers, or Commercial Vehicles and Service Vehicles shall only be parked within the Subdivision as follows:

6.2.2a Out-of-town visitors or guests traveling with a Boat, Trailer, Motor Home, Recreational Vehicle, or Camper may park on the Owner's driveway only, for a period of not more than seventy-two (72) consecutive hours and shall not be used as living space. Due to extenuating circumstances, Owner may, on a case-by-case basis, request an Association Extended Parking waiver.

6.2.2b Owners performing such common tasks as installing or removing protective coverings, loading, unloading, washing and cleaning assets such as Boats, Motor Homes, Recreational Vehicles, or Campers may park the subject asset on the Owner's driveway. The Parking period for such assets shall not exceed seventy-two (72) consecutive hours. Due to extenuating circumstances, including, but not limited to, inclement weather, Owner may request an Association Extended Parking waiver.

6.2.2c Owner's performing ACB approved and County permitted remodeling tasks may allow a Construction Vehicle and/or Trailer directly related to the remodeling activity to be parked upon Owner's Lot while such activity is being conducted.

6.2.2d Any member that has received a violation letter for any unauthorized vehicle(s) on their property will be subject to a fine if the same vehicle is in violation three (3) times or more during the calendar year, regardless if vehicle was removed and returned to the property after seventy-two (72) hours.

6.3 Non-Operational Vehicles - Non-Operational vehicles are prohibited within the Subdivision for any period in excess of seven (7) days. Non-Operational vehicles include, but are not limited to, vehicles that cannot be operated and vehicles that are not currently licensed. As used in this section, the term licensed means that the vehicle displays at all times a license plate or license tag including an indication that the vehicle is currently registered within the State of Florida or another state.

## 6.4 Utility Trailers, Service Vehicles, and Commercial Vehicles

6.4.1 Utility Trailers - Utility Trailers can be temporarily parked on an Owner's driveway during a loading or unloading activity for a period not to exceed forty-eight (48) consecutive hours and may not otherwise be parked or stored on the Property for any period of time. Due to extenuating circumstances including, but not limited to, inclement weather, Owner may, on a case-by-case basis, request an Association Extended Parking waiver.

6.4.2 Service Vehicles and Other Commercial Vehicles - Service Vehicles and other Commercial Vehicles may only be temporarily parked on Owner's driveway, or near Owner's Property on County



right-of-way while providing services, or delivering goods, and may not otherwise be parked or stored on the Property for any period of time.

- 6.5 Enclosed Parking - Any vehicle, trailer or other vehicle which is otherwise prohibited herein may be parked inside an Owner's enclosed garage provided the garage door remains closed.
- 6.6 Vehicle Maintenance - Vehicle Maintenance is not permitted within the Subdivision, including on or within any County right-of-way. Prohibited vehicle maintenance shall include but not be limited to, repair and/or body maintenance, including oil or other engine fluid changing, engine maintenance or repair. Permitted vehicle maintenance includes vehicle washing, interior cleaning, waxing checking fluid levels and emergency repairs such as changing a flat tire.
- 6.7 Garage Doors - Garage Doors shall remain closed when not actively being used. Garage Doors may remain open when Garage Door screening is in use. Under no circumstance shall Garage Door screening be used for the purpose of concealing any type of Trade, Business, or Commercial Activity.

## 7. WALLS, FENCES AND PRIVACY SCREENING

7.1 Prohibited Walls and Fences - Walls and Fences are prohibited in the Front Yard of any Residential Unit within the Subdivision. Front Yard is defined as the area of the Lot included between the side Lot lines and between the front wall line of the Residential Unit and the road right of way. Any other Fence sides that abut a roadway shall observe the Front Property line setback minimum previously specified. The front wall line for purposes of this provision shall mean the front of the home indicated by where the entry door is located on the street side.

7.2 Permitted Walls and Fences - An Owner may install a Fence so long as Owner obtains an ACB permit prior to the Fence installation and so long as the Fence:

7.2.1 Does not exceed four (4) feet in height measured from the existing, pre-construction Lot elevation; and

7.2.2 Is not made of wire or chain link with the exception of the Association's boundary security Fence approved by the Board of Directors.

7.2.3 Owner shall first obtain ACB approval and applicable County permits prior to erecting any Wall, Fence or Privacy Screening.

7.2.4 Fence utilized to conceal HVAC units, pool equipment, in-ground Household Waste Container areas, or to secure children's play areas shall not exceed four (4) feet in height.

7.2.5 Privacy Screening Fence and Natural Barrier Screening shall be approved by the ACB. Fencing shall only be erected for the purpose of concealing from view a particular area, such as a lanai, swimming pool, or a garage entry and paved parking areas when such areas are constructed on the side of a Residential Unit. Natural Barrier Screening (bushes, trees, etc.) may be planted in these same areas and not require an ACB permit.

7.2.6 Privacy Screening Fences shall not exceed six feet (6') in height and twenty-four feet (24') in length for any single continuous run, not to exceed two (2) runs per lot. Owner may have privacy screening on one (1) or two (2) sides of the property. The color is to be white, off-white or natural.



7.2.7 Natural Barrier Screening, such as shrubs, trees and hedges are preferred.

7.2.8 Visibility Triangles – Owners cannot plant vegetation that will obstruct the view of oncoming traffic. Fences, walls, hedges, or other structures, or vegetation shall not be permitted over thirty inches (30”) in height above the average road grade in a visibility triangle. Such triangle shall consist of the area bounded by: (a) the edge of pavement of a road (or the edge of an unpaved road); (b) the edge of pavement of an intersecting road or driveway (or the edge of an unpaved road or driveway); and (c) an imaginary line connecting the other two (2) lines at points twenty-five feet (25’) from their intersections.

7.3 Necessary Retaining Walls - Retaining walls required to control ground erosion may exceed three feet (3’) in height and may extend beyond the front of the Residential Unit where the Lot elevation differential necessitates such retaining walls. Owner is required to obtain an ACB permit prior to the construction or installation of a retaining wall.

8. ANIMALS AND PETS - No animals, including farm animals, birds or reptiles of any kind shall be raised, bred, or kept on any Lot except as specified in this paragraph. Animal outdoor containment units, kennels or runs are not permitted. Dogs, cats, and other domestic pets may be raised provided they are not raised, bred or kept for any commercial purpose and provided that the animal is not a nuisance and/or a dangerous animal as defined by State Statute, or as otherwise determined so by the Association after a hearing in which case, the Association may demand removal and the animal shall be removed from the Property. No animals, bird or reptile shall be kept in such a manner as to constitute a nuisance, or any other offense as described in Citrus County Control Ordinance No. 77-14 or any supplements or changes thereto.

8.1 Owner shall be responsible for the removal of any animal waste deposited by Owner’s animal upon a Lot, Common Area, Street or County right-of-way within the Subdivision.

8.2 Owner shall comply with all regulations of the Citrus County Code of Ordinances regarding animals and pets.

8.3 No animals shall be left outdoors unattended for any amount of time during an Owner’s absence from their property.

8.4 Non-owners, including all Commercial Service Providers, may not bring their pets to work sites while performing services.

9. DRILLING OIL, WATER WELLS, ETC. - No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. Additionally, oil wells, tanks, mineral excavations or shafts shall not be permitted upon or in Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Property. The digging or drilling of water wells requires a County Permit and an ACB permit. Drilling is prohibited on all Common Areas and Easements. No cross-connections shall be permitted with the municipal water supply system. The municipal water supply system shall be the single source of supply water for domestic use in the home.

10. CONTAINERS AND TANKS

10.1 Household Waste, Trash and Garbage Containers – Household waste, trash and garbage may be placed in and collected for closed containers sealed with secured or latched lids. Household waste, trash, and garbage may be placed curbside for collection. Under no circumstance may bagged or open waste, trash or garbage be placed curbside as it must be placed in a closed container with the lid secured. Containers may



not be placed any earlier than six o'clock (6:00) p.m. the evening prior to the day of collection. Containers then must be recovered from curbside and returned to their concealed storage location by six o'clock (6:00) p.m. on the same day of schedule collection. Trash containers cannot be stored in the front of a house and should be stored in concealed storage location. Property owners are responsible for any trash spillage/dispersal and are required to pick up dispersed trash by sunset the day of the event.

10.2 Owner Provided Yard Waste and Recyclable Materials Containers – Owner's containers shall be stored at a concealed location not visible from adjacent properties or the street, such as inside Owner's Garage, or behind a four-foot (4') Fence, or Natural Barrier located around the in-ground containers. Owners may place containers curbside for collection no earlier than six o'clock (6:00) p.m. the evening prior to day of collection. Containers shall be recovered from curbside and returned to their concealed storage location the same day of collection.

10.3 Furniture/Household Goods - Furniture and household goods and/or other discarded items may not be placed at the street for any reason other than for pickup as waste, recyclables or charitable organization donations on the eve or day of collection.

10.4 Storage Tanks - Heating Oil and LPG (Propane) Tanks shall be buried underground or concealed behind a four foot (4') fence, or Natural Barrier and in compliance with County Code. Such Tanks, unless buried, shall not be installed in the Front Yard, or be visible from adjacent properties or the street. Tanks or connecting lines cannot be installed in Common Areas of Easements. An ACB permit is required prior to Tank installation.

## 11. SIGNS AND DISPLAYS

11.1 Prohibited Signs - Outdoor Signs, of any type or material, are prohibited on all residential properties within the Subdivision. Prohibited signs include, but are not limited to, commercial service providers, contractors (i.e., roofing, aluminum, remodeling, landscaping, sod, etc.), etc., except those which are permitted.

11.2 Permitted Signs – One "For Sale" or one "For Rent" sign per Lot so long as they are on one/eight inch (1/8") wire supports no higher than twenty-four inches(24"). These signs must not exceed six by eight inches (6" x 8"). A single "Rider" sign no larger than two by eight inches (2" x 8") stating either "Pending" or Realtors name may be attached to the "For Sale" or "For Rent" sign. They must be placed within the boundary of the Lot and may not be placed in any County right-of-way or on another Owner's Lot.

11.3 One "Open House" sign so long as it does not exceed two foot by two foot (2' x 2') and is used with the Property Owner or a licensed sales agent in attendance and removed at the end of the scheduled "Open House". Signs may be placed only on Saturdays and Sundays. Open House signs must be placed within the boundary of the lot and may not be placed on any County right of way, common area or on another Owner's lot.

11.4 Building permits issued by the County must be posted as required by County code.

11.5 Outdoor holiday decorations on a Residential Unit or in yard must be removed within fifteen (15) days after a holiday.

11.6 To comply with Florida Statute 720.303.1, notification of all meetings held by the Association and Board of Directors must be displayed, thereby permitting any signs erected for this purpose.



12. EASEMENTS – Easements are reserved unto the Association. A utility easement of seven and one-half feet (7½ ') in width along the side Lot lines and an easement area of ten feet (10') along the front and rear Lot lines of each Lot within the Subdivision. This easement may be used for utilities, surface drainage, and for any purpose relating to the development of the Property including improvements that the Association may have the obligation to install. The Association may abandon any of these easements at any time by recording an appropriate instrument indicating their intention to abandon the easement.

The Association hereby reserves the right to dedicate the roads, streets, and avenues, and necessary easements abutting the afore-described lands to public use without consent of the grantees.

13. RESIDENTIAL UNIT AND LANDSCAPING MAINTENANCE

13.1 Residential Unit Maintenance - All Residential Units and all other improvements to the Property, when completed, shall be maintained in a like-new condition, and shall be kept adequately and appropriately painted. Improvements may include painted sidewalks, driveways, tile or metal roofs.

13.2 Landscaping Maintenance – Florida-friendly or other environmentally beneficial landscaping and all other landscaping, lawns and yards are to be maintained in a condition that meets the overall standards of the community. Mulch is to be replenished as necessary. Dead or broken limbs or branches of trees/shrubs shall be trimmed as necessary. Dead or dying seasonal plants are to be trimmed/cut back and the trimmings promptly removed.

13.3 Sodded areas are to be irrigated sufficiently to remain green during the growing season (March through September) and must be mowed and edged regularly throughout the year. Grass height shall be maintained by mowing and edging at least weekly from March through September and every other week or as needed from October through February. Weeds, insects and diseases in the sod must be appropriately treated on a continuing basis. These activities are to be performed on an ongoing basis even during an Owner's absence from the Property or when Property is vacant or rented to others.

13.4 Weeds, underbrush and dead vegetation are to be removed promptly and regularly from developed Lots. No refuse pile shall be placed or allowed to remain upon any Lot. Dumping and disposal of yard waste in the Common Area is strictly prohibited. Dead vegetation or sod shall be promptly replaced to maintain the well-kept appearance of the Property.

14. WAIVER OF RESTRICTIONS - The failure of the Association, it's Successors or Assignees to enforce any provision within these Restrictions, or its failure to enforce covenant, condition, obligation, right or power herein contained, however long continued shall in no event be deemed a waiver of the right to enforce thereafter the right as to the violation or as to a breach or violation occurring prior to subsequent thereto.

15. COMMON AREA

15.1 Definition - Pedestrian Walkways, Common Areas or strategically located easements are designated "Y" on the Plat and will hereinafter be described as Common Area. Each Owner has an equal and undivided interest in all Common Areas located within the Subdivision as indicated on the Plat.

Further Subdivision of the Common Areas is prohibited. Owners' interest in the Common Areas is appurtenant to each Lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise included with the Lot, even though such an interest is not expressly mentioned or described in the Conveyance or any instrument.



Grantor and each subsequent Owner waive the right of partition of any interest in the Common Area. An Owner may freely convey an interest in a Lot together with an undivided interest in the Common Areas subject, however, to Grantor's reserved rights in the Common Area. All Owners shall have, as an appurtenance to their Lot a perpetual easement for ingress and egress from their Lot over and through the Common Areas, in common with all other Owners. It was the Grantor's intent that the Common Areas are a private area for the exclusive enjoyment of the Owners and their guests, subject to Grantor's reserved rights subject to the following restrictions:

15.1.1 Motorized Vehicles Prohibited - Motorized wheeled and tracked vehicles of every type and description shall be prohibited from access to or progress over the Common Areas. The only method of transportation permitted within the Common Areas shall be limited to walking.

15.1.2 Activities Prohibited - No one shall add, remove, or cut trees or plants in the Common Area (unless a permit is granted). Nothing may be stored or erected in the Common Area, including, but not limited to, any type of boat or vehicle, or materials, Building, structure or fixture, shelters, sheds, play sets, gym sets or tree swings, animal pens or dog houses, benches, etc. Fire pits or grilling pits are prohibited. Hunting, the discharge of firearms, and the use of bows and arrows is prohibited within Cypress Village. An exception exists for those licensed to remove sick or nuisance wildlife.

15.2 Assessments, Costs and Fees - The cost of maintenance and improvements such as landscaping, stables, bridges, paths, Buildings or lakes and the costs of improvements that may be asked from time to time shall be the responsibility of the Owners and shall be accomplished in the following manner: Upon completion of development of the Lots and the Common Area, Association shall undertake to maintain the Common Areas. The actual cost of such will be divided equally among the Owners and a lien shall arise in favor of Association and against any purchaser for the full amount chargeable to the Lots. Any Owner that owns a half ( $\frac{1}{2}$ ) Lot will not be assessed for said half ( $\frac{1}{2}$ ) lot so long as half ( $\frac{1}{2}$ ) lot is adjacent to another lot owned or to be owned by the same owner and is not separately buildable. Assessments are intended to be levied based upon the total number of Residential units and not by their status as a lot or portion thereof. Assessments shall be equally apportioned amongst all Residential Units which may or may not align with the number of Lots. The amount payable is due upon the rendering of the bill by the Association. This lien shall be enforceable by Association in law or in equity according to the provisions of Florida law, including but not limited to the Mechanics Lien Law. On or before June 25, 1988, Association formed a non-profit corporation under laws of the State of Florida, *Cypress Village Property Owners Association, Inc.*, whose duty will be to undertake the maintenance of the Common Area and shall at that time assume the rights reserved unto the Association stated in this paragraph, it being understood and agreed that Ownership of each Lot shall represent one Membership in said corporation; provided however, Association reserves the right to establish standards to be followed by the Association in maintenance of the Property. Each Owner shall be a Member of the Association. Each Owner shall have all the privileges, rights, responsibilities, and liabilities according to Owner's undivided interest in only that village in which the Lot is located. The Association shall have those powers deemed necessary in its operation and maintenance of the Common Properties including, but not limited to, providing for security service, mowing road shoulders, and promoting the general well-being and harmony among Members.

15.2.1 Late Fees and Interest. The Association shall be entitled to assess a late charge in an amount to be determined by the Board of Directors from time to time up to, but not to exceed, the maximum allowed by law, as same may be amended from time to time. Should the Board of Directors fail to set an amount for the administrative late fee, it shall be the maximum allowed by law from time to time, which at the time of recording this amendment is the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the installment due, together with interest at the rate of whatever percentage per annum may be established or set by the Board of Directors from time to time up to, but not to



exceed, the maximum allowed by law, as same may be amended from time to time, from the due date until the date of payment for any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

15.2.2 Lien Subordination. The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot but only to the extent provided in Florida Statute 720.3085, as same may be amended from time to time.

15.3 Criteria Regarding Entranceway Common Areas - The Association has acquired title to real Property located at the entranceway to the Subdivision identified as Block 139, Lots 1-8, inclusive and Block 1, Lots 1-7, inclusive together with a parcel described as Parcel 10, not lying within the Subdivision consisting of approximately eight (8) acres lying immediately adjacent to U. S. Highway 19, upon which business/sales office of Sugarmill Woods, Inc., was formerly located. The Association holds title to the described properties as Common Areas and the Association shall utilize the eight (8) acre parcel to conduct affairs of the Association in its normal course of business. The purchase price and all costs and expenses of acquiring the described properties, together with the expense of maintaining, repairing and replacing the properties, or otherwise dealing with the properties, as permitted by these Restrictions, shall be deemed a common expense among all Owners. By adoption of this provision, it is the intent of the Membership to not only clearly specify that such expenses are proper common expenses, but also to ratify and approve a special assessment levied by the Association for these purposes, and for the Association's reallocation of existing reserve funds that were used in part to acquire properties.

15.4 Fire Prevention/Underbrush Removal - In order to promote fire safety in the Common Area, Owners may remove dead ground vegetation after receipt of a Common Area Permit allowing such. This Permit may be obtained in the CVPOA Office. The Association shall inspect the areas to be cleared prior to any dead ground vegetation removal. No one shall clear more than twenty-five feet (25') from a rear Lot line. No live vegetation shall be uprooted except for invasive vines and plants as defined by State of Florida agencies designated to do so. Any removal activity not described herein is prohibited.

## 16. REMEDIES FOR VIOLATIONS/FINES AND PENALTIES

16.1 Construction or Activity Without Permit - Any actions taken upon any Lot without first obtaining an ACB permit, where one is required, shall be considered a violation of these Restrictions. Such activities may include but are not limited to clearing land, removing trees, erecting an accessory structure, encroaching into the Common Area, or destroying portions of the Common Area.

16.2 Remedies for Violations - The Association may proceed with an action at law or in equity to compel compliance with the terms, conditions, restrictions or covenants contained herein and to prevent the violation or breach of any of them. The Association shall have the right to recover from the violating Owner all costs, including attorneys' fees, incurred by it to enforce any term, condition, restriction or covenant contained herein, including those incurred prior to judicial proceedings. Said fees and costs shall be individually assessed and collectable against an Owner in accordance with these Restrictions relating to assessments, including recording and foreclosing a lien against an Owner's Lot. In any action brought to bring about compliance with these Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party, including fees and costs of appellate proceedings.

16.3 Curative Measures - The Association shall have the right, wherever there exists a structure or an activity which violates these Restrictions, to enter upon any portion of the Property, after reasonable notice (at least ten (10) days), where such violation exists and to summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. All costs and expenses, including attorney fees and cost incurred by the Association to gain access to Owner's



Property and to cure the violation shall be the responsibility of Owner and there shall be a lien placed upon Owner's Lot for the amount of such. The lien may be foreclosed in any manner appropriate in law. The Association may recover its attorney fees and costs associated with the lien and its enforcement.

16.4 Fines - The Association may suspend for a reasonable period of time the rights of an Owner or Owners to use Common Areas and facilities and may levy reasonable fines in accordance with Florida Statute 720.305, as that Statute may be amended from time to time. If approved by a majority of the Board of Directors, fines may be levied in an amount of up to \$300.00 per day for up to ten (10) days for a continuing violation, and the matter will be referred to the Fining Committee for a hearing. The Fining Committee will either approve or reject the Board's proposed fine at the hearing. Fines of \$1,000.00 or more shall become a lien if not paid by the owner, against the lot and collectible in the same manner as assessments.

17. ADDITIONAL RESTRICTIONS AND AMENDMENTS - These Restrictions may be amended at any time by the majority vote of the Association Members present in person or by proxy and voting at an Association meeting called for the purpose of amending these Restrictions. A proposed amendment may be proposed either by the Board or by not less than one-third (1/3) of the voting interests of the Association. After such proposal, Membership approval of a proposed amendment must be not less than a majority of the voting interests of the Association present in person or by proxy and voting at a meeting duly constituted to consider such amendments.
18. INVALIDITY CLAUSE - If any of these Restrictions is declared invalid or improper by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
19. GARAGE, ESTATE, YARD SALES - Garage sales and yard sales are prohibited within the Subdivision. Estate sales are permitted. Owner must apply for and obtain a permit from the CVPOA for no longer than a three (3) day estate sale. Estate sales must be conducted only within the Residence. Provision for vehicle parking must be made so as not to create a traffic safety hazard or intrusion on Property of other Owners. No more than one (1) Estate sale sign may be placed in front of the Residence in which the Estate sale is being conducted. Notwithstanding this restriction, CVPOA may authorize community-wide garage sales or yard sales.
20. LEASE RESTRICTIONS - Commencing with the effective date of this provision, all leases, rentals and occupancy of Residences by other than the Owner shall be governed by the following provisions:
  - 20.1 No Lot Owner may lease or rent his/her Residence for a lease period of less than one (1) month. No individual rooms may be rented. Short term vacation rentals of less than thirty (30) days and/or overnight rentals are strictly prohibited. Owners are expressly prohibited from renting, leasing and/or advertising any Residence as a short-term or vacation rental on Airbnb, VRBO, or any other such rental website or service. Owners shall not advertise or cause to be advertised the leasing of a Residence within the community that would be for a period of less than thirty (30) consecutive days, nor more than twelve (12) occasions in any given twelve (12) months.
  - 20.2 The Owner is responsible for any violations of the Deed Restrictions.
  - 20.3 The Property Owner or their designated agent shall provide copies of the Deed Restrictions to the lessee/renter/or occupant.
21. OPEN FIRES PROHIBITED - There shall be no open outdoor burning permitted at any time in the Common Area or upon any Lot. This prohibition extends to, but is not limited to, the following types of open fires: any type of natural or man-made, in-ground or above-ground fire pits, burn barrels, incinerators, or any other



type of burning. This prohibition shall not apply to Propane or Smart Fuel patio fire pits and heaters. Grills or smokers routinely used for cooking that use charcoal or wood are permitted.

22. FIREWORKS - No fireworks of any kind will be allowed anywhere within Cypress Village.
23. RIGHT OF ASSOCIATION - Association reserves the right to itself, its agents, employees, contractors and subcontractors, dealing with the Association, to enter upon any portion of the Property for the purpose of maintaining or making modifications to the Property, including but not limited to any dredging, filling, grading or drainage installation, water or sewer lines or other underground utility line. These reserved rights also apply to any additional improvements which Association has the right but not the duty to install, including but not limited to, any streets, curbs, gutters, beautification projects or other improvements. Association shall restore any disrupted Property to its post construction condition upon completion of any improvements completed by Association.
24. SHEDS
- 24.1 Location - Permits are required from both the ACB and the County prior to installation. Installation must occur within twelve months of approval by the County and the ACB. A site plan shall be submitted to the ACB showing placement, dimensions, color scheme, style of shed and any required landscaping detail that may be required. No "do it yourself" construction is allowed unless the person performing the work is a licensed builder and all appropriate County and ACB permits are obtained. There is a limit of one (1) shed per Residential Unit Lot and may not be placed on undeveloped Property. The Shed must be located behind the rear Building line of the Residential Unit and cannot be attached to the Residential Unit. The Shed cannot be placed within ten feet (10') of the rear Property line and/or within seven and a half feet (7 ½") from a Property line between Lots. No shed shall be used as a "garage, living space or for commercial business" purposes. "Rubbermaid" type and other modular synthetic component sheds currently sold at Home Improvement Stores do not meet County standards.
- 24.2 Dimensions - Maximum size shall not exceed eight foot by twelve foot (8' X 12') or one hundred square feet (100 sq. ft.). Minimum size shall not be less than four foot by eight foot (4' X 8'). Side walls shall be no greater than eight foot (8') in height. If double doors are utilized, they shall not exceed six foot (6') in opening. The roof reflect similar angle roof line of the dwelling. It shall be no less than three to twelve (3:12) ratio and no greater than six to twelve (6:12) ratio in pitch. No "Barn style" or Flat roofs are permitted.
- 24.3 Design Standards - Shed style shall match as close as possible, architecturally with the Residential Unit. The shed shall not have a screened enclosure or porch, unless Residential Unit has same (pool and/or lanai enclosures do not qualify as having a screened enclosure). Color should be complimentary to the Residential Unit. If Owner changes the Residential Unit color scheme, the shed must be changed to conform to the new approved colors as well. If shed roof is to be shingled, color and style should match the Residential Unit. Electrical service may be allowed only if the service line is buried and is installed by a licensed contractor. Proof of electrical work being performed (if applicable) by a licensed contractor must be provided to the ACB when the permit is being submitted for construction.
- 24.4 Landscaping - Proposed shed plan shall include landscape plans which would minimize appearance of same from the street and adjacent properties. If not enclosed by a common area, sides that are not facing a common area, (except a side that may be facing the Residential Unit), are to be landscaped. Planting should be completed at time of shed installation with plant selections & sizes that will screen and grow to at least six (6) foot in height within two (2) years of installation. Exception would be if a privacy fence is in existence or is to be installed between the Lot and an adjacent Property.
- 24.5 Maintenance - All sheds, current and proposed, will be subject to current maintenance of Property standards of CVPOA. This includes any form of landscaping that may have been required. Sheds found to be in disrepair and/or not properly maintained shall be corrected or removed from the Lot within sixty days (60) of a documented violation.



25. RESTRICTIONS OF USE OF GOLF COURSE PARCEL

The golf course parcel of land within the Community which is the real property described in the Deed originally recorded at O.R. Book 880, Page 1191 et seq., and preserved by that certain Notice of Preservation originally recorded at O.R. Book 3071, Page 2411 et seq., and subsequently re-recorded at O.R. Book 3074, Page 1729 et seq., all of the public records of Citrus County, Florida has certain use restrictions that run with the land as described in the Deed and its exhibits and more expressly and further set forth in the Amendment to Declarations of Restrictions recorded at O.R. Book 801, Page 1892 et seq. of the public records of Citrus County, Florida which was attached to and incorporated by reference to the Deed and expressed herein:

The Golf Course Parcel shall be restricted to use as a golf course together with related and similar uses, including, but not limited to, a clubhouse, golf shop for repair and storage of golf equipment and sale of golf supplies thereto, tennis courts, swimming pools, practice grounds for golf instruction, clubhouse, bar, restaurant, locker rooms and golf cart garages in connection therewith. Construction sheds may be placed on the property temporarily during the course of active construction. Otherwise, no portable buildings or trailers may be on the property.

Amendments to the restrictions regarding the golf course parcel or changes on how said golf course parcel of land can be used may only be made with the affirmative vote of two-thirds (2/3) vote of the members present, in person or by proxy, and voting at a duly noticed meeting called for such purpose.

**END OF AMENDED AND RESTATED DECLARATION  
(MULTI-FAMILY)**