



Citrus Springs
CIVIC ASSOCIATION

Deed Restrictions
Citrus Springs Civic Association, INC.

1570 W. Citrus Springs Blvd.

(352) 897-5009

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Office Hours

Mon, Wed, Thurs - 1 - 5 pm

Tues, Fri - 10 - 2 pm

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**THIRD AMENDMENT AND RESTATEMENT
OF DEED RESTRICTIONS
CITRUS SPRINGS CIVIC ASSOCIATION, INC.**

EXECUTED BY THE DELTONA CORPORATION ON MARCH 15, 2018

*Prepared By and Return to after Recording:
Karen O. Gaffney, P.A.
Karen O. Gaffney, Esquire
205 W. Dampier Street
Inverness, FL 34450
Telephone: (352) 726-9222
Attorney for Citrus Springs Civic Association, Inc.*

This instrument is being re-recorded to remove Exhibits B, C, D and E in order to clarify the Restrictions contained within the Third Amendment and Restatement of Deed Restrictions Citrus Springs Civic Association, Inc., executed by The Deltona Corporation on March 15, 2018, for the Citrus Springs Subdivision and lots located therein. See Exhibit A.

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Prepared By and Return To After Recording
Michael D. Cooper, President
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7860 N. Golfview Dr.
Citrus Springs, FL 34434
Telephone: 352-697-2610

**THIRD AMENDMENT AND RESTATEMENT
OF DEED RESTRICTIONS
CITRUS SPRINGS CIVIC ASSOCIATION, INC.**

Executed by the Subdivider, Deltona Corporation, on March 1, 2018

WHEREAS, Deltona Corporation, a Delaware Corporation authorized to do business in the State of Florida with a mailing address of 8014 SW 135th Street Road, Ocala, Florida 34473, successor by merger to the Citony Development Corporation (hereinafter referred to as "Subdivider"), is the subdivider and original developer of Citrus Springs Subdivision being located in Citrus County, Florida; and

WHEREAS, Citrus Springs Civic Association, Inc., a Florida not-for-profit corporation, whose mailing address is P.O. Box 1387, Citrus Springs, Florida 33434 (hereinafter "CSCA"), was formed by the owners of property within Citrus Springs for the purpose of promoting the orderly growth of the community and to promote the general welfare of the residents of Citrus Springs; and

WHEREAS, CSCA membership is limited to property owners within Citrus Springs where the corporation was formed for the benefit of property owners under Chapter 617, Florida Statutes; and

WHEREAS, CSCA assumed responsibility for enforcing the covenants and restrictions set forth in numerous Declarations of Restrictions as recorded in the Public Records of Citrus County, Florida, pursuant to the Assignment of Authority under Declaration of Restrictions dated November 8, 1995, and recorded in Citrus County Public Records Book 1104 on Page 1877; and

WHEREAS, certain of those Declarations of Restrictions pertain to areas within the Citrus Springs Subdivision designated for use as single family home sites (hereinafter referred to as the "Restrictions"), the recording data for which Restrictions is set forth on Exhibit A attached hereto and made a part hereof; and

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#2018021437 BK: 2897 PG: 76 5/1/2018 10:49 AM 3 Receipt: 2018019207
RECORDING \$146.00

WHEREAS, CSCA has requested that Subdivider make certain amendments to the said Restrictions to assure that future growth of the Subdivision is compatible with the best interest of the property owners, preserves property values, and provides reasonable measures for the enforcement of these Restrictions; and

WHEREAS, because the Restrictions applicable to single family residential lots are contained in more than 35 separate Declaration documents and amendments recorded over a period of 47 years, it is extremely difficult and confusing for residents and others to determine what Restrictions apply to any particular lot; and

WHEREAS, in order to provide an up-to-date set of Restrictions in a single recorded document which contains all of the Deed Restrictions applicable to all of the Single Family Residential Lots in Citrus Springs, CSCA has requested that the Subdivider approve this Third Amendment and Restatement of Deed Restrictions for recording; and

WHEREAS, Subdivider acknowledges the CSCA request and agrees to make the requested amendments and agrees to the amendments and restatement of Deed Restrictions as set forth herein; and

WHEREAS, the CSCA agrees to record this Third Amendment and Restatement of Deed Restrictions and to take responsibility for notification of affected property owners; and

WHEREAS, CSCA agrees to indemnify and hold Subdivider harmless from and against any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which Subdivider may incur or with which Subdivider may be threatened by reason of Subdivider amending and/or restating the Restrictions as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subdivider hereby amends and restates the Restrictions as so amended as follows:

Subdivider does hereby reaffirm and declare that each and every of the lots identified and described as single family residential lots within the Citrus Springs Subdivision located in Citrus County, Florida, and so identified and described in the instruments recorded in the Citrus County Public Records as listed on Exhibit A attached hereto and made a part hereof are hereby restricted as follows, and all of which Restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made and one of the express conditions thereof, and that said Restrictions and limitations are intended to be, and shall be taken to be as covenants to run with the land, and are as follows, to-wit:

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#2018021437 BK: 2897 PG: 77 5/1/2018 10:49 AM 4 Receipt: 2018019207
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1. USE RESTRICTIONS

(a) On each and every one of the lots identified and described herein as single family residential lots, no structure shall be constructed or erected other than one detached single family dwelling not to exceed two stories in height, with a minimum of a one car garage under the main roof structure, except as provided herein. One carport attached to the main structure and no closer to the street than the front wall of the dwelling is also allowed.

(b) On lots smaller than 20,000 square feet, one shed may be erected at the rear of the property not to exceed 200 square feet in size. On lots larger than 20,000 square feet, two sheds not to exceed a total combined 400 square feet plus one detached carport may be erected at the rear of the property.

2. SETBACK RESTRICTIONS

(a) On waterfront lots, no building shall be erected on any part thereof nearer to the high water mark than thirty (30) feet, nor nearer to the rear line, which is the line abutting the street, than twenty-five (25) feet, nor nearer to any interior side lot line than seven-and-one-half (7.5) feet or ten (10) percent of the width of the lot at the rear line, whichever is greater. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of high water mark or to the indicated easement line, whichever is the most restrictive. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the Architectural Review Committee of the Subdivider, its successors or assigns, as provided in Section 9 herein. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, providing, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(b) On all other lots, other than waterfront lots, no building shall be erected nearer than twenty-five (25) feet to the front lot lines of said lots, nor nearer than seven-and-one-half (7.5) feet, or ten (10%) percent of the width of the lot at the front line, whichever is greater, to any interior side lot line, not nearer than twenty-five (25) feet to the rear lot lines of said lots, except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to the side street line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the Architectural Review Committee of the Subdivider, its successors or assigns. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(c) When two or more lots are used as one building site, the setback restrictions set forth in paragraphs 2(a) and 2(b) above shall apply to the exterior perimeters of the combined site.

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#2018021437 BK: 2897 PG: 78 5/1/2018 10:49 AM 5 Receipt: 2018019207
RECORDING \$146.00

(d) No shed shall be erected or placed nearer than five (5) feet from any side or rear lot line nor closer to the street than the rear wall of the residence, provided, nonetheless, that no encroachment upon any utility easement is allowed.

3. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

(a) No lot as shown on the plats of the subdivision shall be subdivided or re-subdivided unless all portions of said lots are used to increase the size of an adjacent lot or adjacent lots as platted. Divided portions of the lot must extend from the fronting street or fronting lake to the existing rear property line.

(b) Except as specifically provided herein below, for single family lots platted to contain ten thousand (10,000) square feet or more, no dwelling shall be erected on any single family lot in the Citrus Springs Subdivision with less than fourteen hundred (1400) square feet of living area.

(c) For any single family lots in Citrus Springs Subdivision platted to contain less than ten thousand (10,000) square feet, or for single family lots further identified in the following described plats, no dwelling shall be erected with less than one thousand (1000) square feet of living area:

(1) All single family lots shown on Plats of Unit 1, Sheets 4 and 6 as recorded in the Citrus County Public Records PB 5, pages 89-106.

(2) All single family lots shown on Plats of Unit 2, Sheets 4,5,6,7 and 8 as recorded in the Citrus County Public Records PB5, pages 108-115.

(3) All single family lots shown on Plats of Unit 4, Sheets 2 and 10 as recorded in the Citrus County Public Records PB 5, pages 133-152 (excepting lots abutting the Citrus Springs County Club land).

(d) No dwelling shall be erected with less than eighteen hundred (1800) square feet of living area on any single family lot adjacent to or lying contiguous to the EL Diablo Golf Course or the Citrus Springs Golf course.

(e) For purposes of computing the square footage of living area within the home, the following provisions shall apply. The area of the ground floor of the building which is completely enclosed, under roof and protected from weather with air conditioning and heat, and is intended as the living quarters of the home shall be considered as living area and shall be measured from the outside surfaces of the enclosed walls. The living quarters excludes all garages carports, entrance ways, exterior walkways, covered open air porches and patios, etc., which areas shall not be considered in computing the square footage of the living area of the dwelling.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018021437 BK: 2897 PG: 79 5/1/2018 10:49 AM 6 Receipt: 2018019207
RECORDING \$146.00

4. WELL WATER

No individual well will be permitted on the real property, except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the Florida Department of Environmental Regulation and/or its successor agencies.

5. GENERAL RESTRICTIONS

(a) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

(b) At no time shall any structure or vehicle, including but not limited to, mobile home, travel or camper trailer, motorhome, basement, tent, shack, shed, garage, carport, barn, or other outbuilding be used as or be placed upon any lot for the purpose of use as a residence.

(c) No sign of any kind shall be displayed to the public view on any lot or within the right-of-way of any road within the subdivision, except one professional sign of not more than one (1) square foot and one professional sign of not more than five (5) square feet on each side advertising the property for sale or rent. Additional signage for builders' model homes may be approved by the Architectural Review Committee. Yard, garage, moving or estate sale signs not more than five (5) square feet on each side may be placed on the lot where the sale is to take place and up to three (3) additional such printed signs may be placed on the day of the sale within the road right-of-way to advertise the sale, subject to the condition that the placement of the sign conforms in all respects to the requirements of Section 6 of these restrictions and to the condition that said signs be removed from the right-of-way before sundown on the day of the sale. No sign shall be erected, placed or affixed to any trees, shrubs, fences, or utility poles. Signs placed in violation of any of the provisions of Section 6 pose a significant safety hazard, and may be summarily removed and disposed of.

(d) No oil or natural gas drilling, development, fracking, exploration activities, refining, quarrying or mining operations of any kind shall be permitted. No oil or natural gas wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other traditional household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Venomous snakes are not considered traditional household pets and are not permitted to be kept, bred or maintained on any lot. The pet's owners are responsible for insuring that their pet does not stray from the owners' property onto the public right-of-way or onto neighbors' property and to keep their pets leashed or under other appropriate control whenever the pet is not confined to the owners' property. Keeping any dog outside of the living quarters of the dwelling which

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#2018021437 BK: 2897 PG: 80 5/1/2018 10:49 AM 7 Receipt: 2018019207
RECORDING \$146.00

incessantly barks and thereby creates a disturbance or nuisance to the neighboring properties is not permitted and shall be deemed a violation of these restrictions.

(f) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, broken or unused household items, yard waste, unregistered or inoperable vehicles or equipment of any kind. Household rubbish and waste shall be kept in covered, secure and sanitary containers and shall be properly and legally disposed of either by commercial waste collection or homeowner delivery to the County landfill at least once per week. No incinerator, burn barrel or other similar device for disposing of rubbish, trash, garbage or other waste is permitted. Lawns, shrubs and other landscaping features shall be kept mowed and trimmed and yards kept in a neat, sanitary and presentable fashion.

(g) No tractors, heavy equipment, construction equipment, trucks and tractor trailer trucks (other than trucks under 10,000 lbs. GVW used for non-commercial personal purposes, owned by the individual property owner and used by him or her for normal and customary personal highway driving), may be parked overnight on any lot or on any road or road right-of-way, including shoulders and medians within the subdivision.

(h) No recreational vehicles, including but not limited to campers, travel trailers and motor homes, and no boats, airboats, other watercraft and boat trailers (except non-motorized watercraft, which does not require state registration), may be parked overnight on any lot or on any road or road right-of-way, including shoulders and medians, except by annual permit issued by the Architectural Review Committee and subject to the following terms and conditions:

(1) The recreational vehicle, boat, watercraft or boat trailer must be parked in the least conspicuous location on the lot possible, but in no case in front of the front wall of the dwelling and in no case closer than fifteen (15) feet from the side and rear property lines, except where the adjacent neighbor, if the adjacent lot is improved, consents in writing to a closer side or rear property line setback. If the adjacent property is vacant, the item may be parked to within five (5) feet of the property line.

(2) The property owner(s) shall submit a written request for the permit to include a site plan showing the location of his dwelling, any other outbuildings and the location of any homes on the lot adjacent to the proposed location of the item.

(3) The permit request shall be submitted by April 1st of each year that the owner desires to maintain the RV or boat on his property and must be accompanied by the permit application, site plan, any needed written approvals from the neighbors and a permit review fee of \$25.00 for Civic Association members and \$35.00 for non-members.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018021437 BK: 2897 PG: 81 5/1/2018 10:49 AM 8 Receipt: 2018019207
RECORDING \$146.00

(4) Parking recreational vehicles, boats, watercraft, or boat trailers for an extended period of time is subject to (1) through (3) above plus the property owner(s) shall be required to include on the submitted site plan a proposed six (6) foot high privacy fence as defined in (j) below to shield the neighbors' view, which shall be subject to review and approval by the Architectural Review Committee.

(i) The provisions of that certain Amendment to Declaration of Restrictions dated June 24, 1987, and recorded in the Citrus County Public Records at Book 744, page 1802, and requiring that residences, schools, commercial buildings or any other structures built within the subdivision be constructed in compliance with applicable standards adopted by any governmental agency or authority with jurisdiction concerning air quality standards or naturally occurring radioactive emissions, are hereby incorporated herein by reference as if set forth in full. The provisions of that said amendment remain in full force and effect with respect to all lots in Citrus Springs.

(j) A fence, not exceeding six (6) feet in height, may be erected to enclose the rear yard of the home, but may not extend beyond the rear wall of the home. Any property owner may petition the Architectural Review Committee to grant a variance to fence beyond the rear wall of the home. The variance request is subject to the following conditions:

(1) The variance request must be accompanied by a site plan of the property showing the location of the applicant's home and the proposed location of the fence; the approximate location of any homes or other buildings on all adjacent lots and approximate distances to the applicant's property line; and information establishing the need for the variance, and that in the absence of a variance the homeowner would suffer a hardship which hardship is not the result of actions by the owner. The variance application must be accompanied by a nonrefundable fifty dollar (\$50.00) variance request fee.

(2) The Architectural Review Committee will make reasonable efforts to notify the immediately abutting lot owners of the time and place of the variance hearing by regular first class mail with a copy of the variance application and site plan. Abutting property owners will be given an opportunity to speak in favor of or against the requested variance and to submit any relevant evidence to the Committee.

(3) The Architectural Review Committee may grant the variance if they find upon substantial and relevant evidence, that in the absence of a variance, the applicant would suffer a hardship not caused by his own actions. All variance decisions will be reduced to writing and a copy mailed to the applicant and to any abutting property owner who attends the variance hearing and requests receipt of the written decision.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018021437 BK: 2897 PG: 82 5/1/2018 10:49 AM 9 Receipt: 2018019207
RECORDING \$146.00

(k) Yard sales, garage sales, estate sales, auctions or any other sale of personal property to the public from any real property subject to these Deed Restrictions may only be conducted in compliance with these conditions:

(1) Such sales may not be conducted more than four (4) times in any twelve (12) month period.

(2) Items which may be sold shall consist only of personal property owned by the persons conducting the sale or authorizing the auction and which had been purchased by and which had been in use by the persons conducting the sale or authorizing the auction. The sale of any items which have been purchased or otherwise acquired for the purpose of resale is prohibited.

(l) Roadside memorials or similar displays located either on private property or within the road right-of-way within the Subdivision are prohibited, except that a sign, cross or other religious symbol memorializing a person killed in an automobile accident may be placed no closer than fifteen (15) feet from the roadway pavement and not larger than one (1) square foot in size. No lights, candles or other illumination or adornments are permitted and the display may only be maintained for no more than thirty (30) days. Any such memorial or display placed within the right-of-way in violation of these provisions will be deemed a hazard and a distraction to vehicle and pedestrian traffic and may be removed and disposed of.

(m) All improved lots with a residence shall be maintained in a reasonably good condition that is compatible with all other homes within the Subdivision. The intent is that the lots shall not become overgrown, rundown, obnoxious or unsightly. In the event that any lawn, fence, hedge, tree, landscaping feature or building shall become overgrown, rundown, obnoxious or unsightly, the Architectural Review Committee, acting as an agent of the CSCA, shall take the following action to correct the problem:

(1) A written notice shall be given to the violator to fully correct and remedy the situation within thirty (30) days from the date of receipt of the written notice.

(2) In event the violator fails to comply, CSCA would perform or engage to be performed, the correction of, or remedying, of the specified violation. The resident/property owner/owners would be responsible for costs incurred by CSCA in the correction of the remedying of the situation.

(3) If costs were incurred by the CSCA to remedy the violation, a written notice itemizing the costs incurred by the CSCA will be given to the violator by the CSCA with a demand for reimbursement within thirty (30) days from the date the written notice is given.

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#2018021437 BK: 2897 PG: 83 5/1/2018 10:49 AM 10 Receipt: 2018019207
RECORDING \$146.00

(4) If payment is not made within thirty (30) days of receipt of the written notice demanding reimbursement, a lien will be placed on the property and such lien shall be enforceable and include all costs, damages, and attorneys' fees as incurred.

6. **OBSTRUCTIONS TO SIGHT LINES**

No fence, sign, wall, hedge, tree, or shrub planting may be placed or maintained on the real property which, in the opinion of the Architectural Review Committee, constitutes an obstruction to sight lines so as to create a danger to vehicular or pedestrian traffic.

7. **EASEMENTS**

All easements for utilities, drainage and other purposes shown on the plats for units 1-27 of the Citrus Springs Subdivision and recorded in the Plat Books of the Official Records of Citrus County, Florida, are hereby reserved as perpetual easements for utilities installations and maintenance. Any wall, fence, paving, plantings or any other improvements located in an easement area shall be removed upon the request of the Subdivider, its successor or assigns, or any public utility using the said easement area, all at the expense of the owner of said lot, unless a variance for such construction was sought and granted by the appropriate authority.

8. **DRAINAGE**

No change in the elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9. **ARCHITECTURAL APPROVAL**

(a) No building, additions thereto, add-ons, accessory buildings, sheds, pools, fences or any other structures, shall be erected, placed, constructed, altered or maintained upon any portion of the real property, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to the Architectural Review Committee appointed by the Subdivider, its successors or assigns, hereinafter referred to as the "Committee", or its duly authorized agent, and approved in writing by said Committee with a copy of said finally approved plans to be deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in the subdivision. Such plans and specifications shall be submitted in writing and for approval over the signature of the owner or his duly authorized agent on a form to be prepared by the Committee along with a permit review fee in an amount established by the Committee, which shall issue a dated receipt therefore. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018021437 BK: 2897 PG: 84 5/1/2018 10:49 AM 11 Receipt: 2018019207
RECORDING \$146.00

engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure; or the materials used therein; or the kind, pitch or type of roof proposed to be placed thereon; or because of its reasonable dissatisfaction with any of the other matters or things which, in the reasonable judgment of the Committee or its agents, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision with the structures erected on other similar use building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

(b) The Committee shall be authorized to establish further reasonable rules and regulations for the approval of plans as required by this Article and for the approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

(c) The approval of the Committee for use on any portion of the real property of any plans or specifications submitted for approval, as herein specified, shall not be deemed a waiver by the Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other portions of the real property or other areas of the Subdivision.

(d) If after such plans and specifications have been approved, any building, fence, wall, or other structure or thing shall not be altered, erected, placed, or maintained upon the real property otherwise than as approved by the Committee, such alteration, erection, and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

(e) Any agent or officer of the Committee may from time to time, at any reasonable hour in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement being in compliance with the provisions hereof; and the Committee or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

(f) For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of said real property and for the purpose of performance or non-performance of any of the acts in these Restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good

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#2018021437 BK: 2897 PG: 85 5/1/2018 10:49 AM 12 Receipt: 2018019207
RECORDING \$146.00

faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event after the expiration of two (2) years from the date of completion of the improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, but not in favor of the homeowner who authorized or erected the structure or improvement, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such non-completion and/or non-compliance shall appear of record in the office of the Clerk of the Circuit Court of Citrus County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

(g) In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any design or designs or location or any other matter or thing referred to herein within thirty (30) days of receipt of the complete application and issuance of a receipt in writing, then such approval will not be required, provided that the design and location on the real property conform to and are in harmony with existing structures of similar use in the vicinity of the subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of improvements shall conform with the requirements contained these restrictions.

(h) No building or structure having been manufactured off-site, including but not limited to any mobile home, modular home or building made of panels or sections constructed off-site and trucked to the site, shall be permitted for use as living quarters. No pre-manufactured log homes shall be permitted.

(i) All residential structures and accessory buildings constructed or placed on any real property in the subdivision shall be compatible with the existing homes within the area.

(j) Failure to submit required plans and to secure Committee approval as required in this Article prior to erecting or placing the structure or other improvement on the property shall require the payment of architectural review permit fees of two (2) times the normal rate for a timely permit application. In addition, the failure to secure the required permit from the Committee prior to such construction or placement shall subject the property owner to the penalty provisions set forth in Section 14 below.

10. AMENDMENTS TO RESTRICTIONS

The Subdivider or its successors or assigns may, in accordance with the conditions hereinafter set forth, amend any of the Restrictions or limitations contained herein by filing an amended Declarations of Restrictions. The Subdivider has the discretion to make any amendments hereto that it deems reasonable and justified; however, the Subdivider shall not propose or make any amendment to these Restrictions which would materially injure or diminish the rights of any other property owner who shall also be subject to this Declaration of

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#2018021437 BK: 2897 PG: 86 5/1/2018 10:49 AM 13 Receipt: 2018019207
RECORDING \$146.00

Restrictions. However, in no event shall any lot owner legally in title to their property at the time these restrictions are recorded be required to comply with the increased minimum square footage requirements for dwellings as provided for in these amendments to Section 3, Residential Sites and Building Size Restrictions, as enumerated in paragraphs (b), (c) and (d) thereof, but shall be required to comply with the minimum building size requirements in effect at the time said owner acquired title to their property. These minimum building requirement amendments will be binding upon any assignee, successor in interest or grantee of the present owner(s). Any new construction upon any lot described herein shall be subject to this Third Amendment and Restatement of Deed Restrictions, except as provided in this paragraph.

11. DEFINITION OF SUCCESSORS AND ASSIGNS

As used in these Restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in this subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of the legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Citrus County, Florida, specifically referring to this provision of these Restrictions.

12. DURATION OF RESTRICTIONS

These covenants and Restrictions are to run with the land as described herein and shall be binding upon the undersigned Subdivider and upon all the parties and all persons claiming under them until the 9th day of October, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots and tracts, it is agreed to change said covenants in whole or in part; provided, however, the Restrictions affecting waterfront lots may not be changed or amended without the vote of a majority of the then owners of waterfront lots.

13. ENFORCEABILITY

In the event of the violation of any of the restrictions herein, CSCA's Board of Directors or any Lot Owner may bring an action at law or in equity to enforce compliance herewith and, if the party bringing such action shall prevail, the losing party shall be liable for all costs and expenses, including a reasonable attorneys' fee incurred by the prevailing party.

14. REMEDIES FOR VIOLATIONS

(a) Although every reasonable opportunity will be provided to voluntarily remedy violations of these restrictions, in the event the CSCA, or any other party given the right to enforce compliance, is required to expend costs in obtaining compliance with these Restrictions, including costs of court, attorneys' fees, costs to abate the violation or any other

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#2018021437 BK: 2897 PG: 87 5/1/2018 10:49 AM 14 Receipt: 2018019207
RECORDING \$146.00

cost or expense reasonably necessary to secure and/or maintain compliance with these Restrictions, these costs shall be the sole responsibility of the lot owner(s) found to be in violation. The CSCA shall be entitled to place a lien upon the property found to be in violation and in reference to which the above referenced enforcement expense was incurred. Said lien amount shall include any such enforcement expenses together with the amount of any penalty imposed pursuant to paragraph (b) below which remains unpaid thirty (30) days after written demand therefore delivered to the responsible property owner by first class U.S. mail addressed to the property found to be in violation or to such other address provided to the CSCA in writing by the property owner. Said lien shall accrue interest at the rate of ten percent (10%) per annum.

(b) In addition to the remedies provided for in paragraphs (a) through (e) of this Section 14, the CSCA, as assignee of the Subdivider, by majority vote of its Board of Directors, may impose penalties up to \$100.00 for each day that a violation remains unabated, up to a maximum amount of One Thousand Dollars (\$1,000.00). This penalty is in addition to the costs incurred by the CSCA to enforce compliance with these Restrictions itemized in 14(a) above. In the event that the Board desires to assess and levy such a penalty, then the Board or the Hearing Committee appointed by the Board shall give notice to the Lot Owner responsible for the infraction at the address of the lot, as the case may be, which notice shall be sent by prepaid mail identifying the infraction and advising the Lot Owner of the time, date, and place at which the Lot Owner can appear and show cause as to why such penalty should not be assessed. The notice shall further state the amount of the penalty intended to be assessed and such reasonable details of the infraction such that the Lot Owner can be apprised of the infraction. At such time designated to show cause why a penalty should not be imposed, the Board designated Hearing Committee shall hear such testimony as might be presented by the Lot Owner and all persons and evidence which may establish the infraction. After the hearing of such testimony in order for a penalty to be imposed, the Board designated Hearing Committee must agree by a majority vote as to the assessment and the amount of the penalty. The ruling of the Board designated Hearing Committee shall be considered final and the fine shall be due and payable within ten (10) days of said ruling.

(c) In addition to the other remedies provided herein, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these Restrictions, to enter upon the property where such violation exists and 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.

(d) The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

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 #2018021437 BK: 2897 PG: 88 5/1/2018 10:49 AM 15 Receipt: 2018019207
 RECORDING \$146.00

(e) Each and every lot owner is responsible for the conduct and compliance of his or her tenant, if applicable, with these restrictions.

15. SEVERABILITY

Invalidation or removal of any of these covenants or restrictions by judgment, decree, court order or amendment by Subdivider, its successors or assigns, shall in not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS THEREOF, the Subdivider has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed thereto this 15th day of March, 2018.

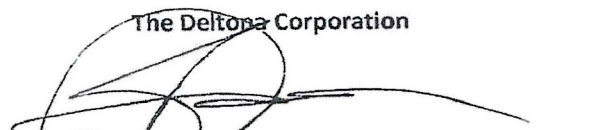
Signed in the presence of:

Witness

 Printed Name

Witness

 Printed Name

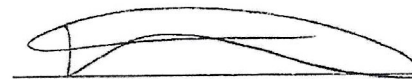
The Deltona Corporation

 BY: Beth A. Fisher, VICE PRESIDENT

STATE OF FLORIDA)
) SS.
 County of Marion)

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by Beth A. Fisher, Vice President of The Deltona Corporation, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



(Affix Notary Stamp or Seal)


 Notary Public State of Florida
 Printed name of Notary
 My commission # FF 993767
 Commission expires: 09-16-2020

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 #2018021437 BK: 2897 PG: 89 5/1/2018 10:49 AM 16 Receipt: 2018019207
 RECORDING \$146.00

Signed in the presence of:

Ethiel Lara

Witness

Ethiel Lara

Printed Name

Jacqueline Vela

Witness

Jacqueline Vela

Printed Name

ATTEST:

BY:

Sharon Hummerhielm, SECRETARY

STATE OF FLORIDA)

) SS.

County of Miami-Dade)

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by Sharon Hummerhielm, Secretary of The Deltona Corporation, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Marta M. Costa

Notary Public State of Florida

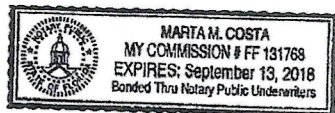
Marta M. Costa

Printed name of Notary

My commission # _____

Commission expires: _____

(Affix Notary Stamp or Seal)



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<u>UNIT</u>	<u>DATE OF</u>	<u>O.R.</u>	<u>PAGES</u>	<u>DATE</u>
<u>#</u>	<u>INSTRUMENT</u>	<u>BOOK</u>		<u>RECORDED</u>
1	10/17/69	254	274-284	10/20/69
1	2/24/70	261	10-11; 12-20	2/24/70
2	10/31/69	255	33-42	11/3/69
3	10/31/69	255	43-53	11/3/69
3	1/14/70	258	722-724	1/16/70
4	12/3/69	256	619-630	12/5/69
5	12/4/69	256	607-618	12/5/69
5	1/14/70	258	725-727	1/16/70
6	12/4/69	256	596-606	12/5/69
7	3/23/70	262	470-479	3/27/70
8	3/23/70	262	460-469	3/27/70
9	4/23/70	264	122-131	4/27/70
10	4/23/70	264	132-141	4/27/70
11	5/20/70	265	643-653	6/1/70
12	5/21/70	265	654-661	6/1/70
13	6/4/70	266	326-334	6/9/70
14	6/5/70	266	561-569	6/15/70
15	6/18/70	267	119-127	6/22/70
16	8/7/70	A1	106-114	8/12/70
17	8/10/70	A1	115-122	8/12/70
18	11/19/70	A19	410-418	11/23/70
19	12/21/70	22	710-718	12/21/70
20	1/22/71	25	143-152	1/25/71
21	3/4/71	A25	381-389	3/8/71
22	5/6/71	A31	746-754	5/17/71
23	6/10/71	A33	594-602	6/15/71
24	6/10/71	A33	603-610	6/15/71
25	11/8/71	A37	144-152	11/10/71
26	12/12/71	A46	331-338	12/13/71
26	12/14/71	A46	427-434	12/21/71
27	6/14/73	A47	523-532	6/15/73
ALL	6/24/87	744	1802-1808	6/29/87
ALL	1/12/00	1344	141-164	1/14/00
ALL	4/17/08	2276	907	3/23/09

EXHIBIT A