

Citrus Springs Rules & Regulations

ARTICLE 10 ARCHITECTURAL CONTROLS

- 10.1 **Duties and Powers of Master Association.** Except for the construction of homes and other improvements upon any Lot and improvements to the Common Property by the Developer, and except as otherwise provided in this Declaration, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY HOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOTS SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE MASTER ASSOCIATION OR AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD OF DIRECTORS OF THE MASTER ASSOCIATION AND, IF CONSENT OF THE MASTER ASSOCIATION IS GRANTED, THE SUBDIVISION ASSOCIATION. The Master Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape device or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the home. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the homes. The Master Association may adopt additional standards and criteria to effect the purposes of this Section and Article and all such additional standards or criteria may be enforced, as if specifically set forth herein.
- 10.2 **Duties of Master Association.** The Master Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form and shall be entitled to charge a fee not exceeding \$100.00 for such review and approval. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Master Association for approval shall include all plans necessary for construction and shall meet the following standards:
- 10.2.1 Be not less than 1/8" = 1' scale.
 - 10.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
 - 10.2.3 Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Master Association's satisfaction.

The Master Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Master Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

All landscaping for the CITRUS SPRINGS PUD shall be approved by the Association. All landscaping plans for individual Units or Lots shall be in accordance with the minimum requirements within each Subdivision

Declaration, which shall be approved by the Master Association prior to the recording of the Subdivision Declaration.

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be landscaped and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Master Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

- 10.3 **Maintenance of Homes and Lots.** Each Lot, home and other improvement on the Lot shall be maintained by the Owner of such Lot in a neat and attractive condition unless provided otherwise by governing documents for the Subdivision Association. In addition to the foregoing, each Owner of a Lot bordering Common Property or retention ponds shall maintain his/her Lot to the edge of the Common Property, retention pond or boundaries of the PUD. Unless otherwise provided, all landscaping on Common Property shall be maintained by the Master Association. The Master Association may, but is not required to, replace trees on Common Property.
- 10.4 **Miscellaneous Restrictions.** In addition to any restriction imposed by any Subdivision Declaration, each Lot shall be subject to the following restrictions:
- 10.4.1 Each dwelling, unit or other permitted use shall have access to a public street, either directly or indirectly via an approach, private road, pedestrian way, court or other area dedicated to public or private use or common easement guaranteeing access. Permitted uses are not required to front on a public dedicated road. County officials, officials of the Declarant or the Board of Directors shall be allowed access on privately owned roads, easements and common open space to insure police and fire protection of the area, to meet emergency needs, to conduct services as are their responsibility, and to generally insure the health and safety of the residents of the properties within the Association.
- 10.4.2 The minimum floor area for single family dwelling or home constructed upon any Lot shall be governed and determined by the restrictions and covenants within each individual Subdivision Declaration.
- 10.4.3 A minimum of two off street parking spaces per dwelling unit shall be provided. Parking areas shall not be separated from structures to be served by any public right-of-way.
- 10.4.4 All utilities, including telephone, televisions, cable and electrical systems, except on arterial roads, shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in paramount enclosures or vaults. Landscaping with shrubs and plants to screen all utility facilities permitted above ground must be provided.
- 10.4.5 The minimum construction requirements for streets or roads, sidewalks, sewer facilities, utilities and drainage shall be in compliance with the requirements of the Indian River County subdivision regulations.
- 10.4.6 No structures shall be constructed, dug or erected in any of the greenways, canals, lakes or other connecting bodies of water except as approved by the Developer or Board of Directors or its agents. Likewise, no internal combustion engine shall be used for the purpose of propelling a boat in any of the lakes. Boats are prohibited from being used in the lakes within said properties, except by specific individual permit issued by the Board of Directors or its agents.
- 10.4.7 All buildings shall be connected at the Owner's expense to Central Water and Sewer Utilities within ninety (90) days after completion. Incidental utility or service structures and detached garages shall not be required to make such utility connections. However, wells may be maintained for outside

use, including watering of lawns, swimming pools, etc., subject to approval of duly constituted public authorities and the Board of Directors or its agents.

- 10.4.8 No Lot set forth in the recorded plat or subsequent recorded plats of the Property within the Association can be divided or resubdivided without the specific written authorization and approval by the Board of Directors or its agents. In no event, shall a Lot be redivided so as to create a violation of any of the restrictions herein established or ordinances and regulations of Indian River County, Florida.
- 10.4.9 No parking is permitted in the travel section of any roadway or street for more than twenty four (24) hours.
- 10.4.10 In the event a construction project of any sort is abandoned and remains so for a period of six months, the Board of Directors or the CITRUS SPRINGS PUD may take possession of the site and complete the construction accordingly. In such event, the Board of Directors then may sell the building and recover its cost for performing the work. The Board of Directors also reserves the right to take possession of such uncompleted construction and destroy the work, landscaping the area and selling the Property in order to recover its cost.
- 10.4.11 No residential dwelling unit may be used for commercial purposes. The Board of Directors or its agent may allow certain professional and commercial uses in residential units after a request has been made and authority granted in writing.
- 10.4.12 No fences shall be constructed on any Lot without the prior written approval of the Association, which may be withheld for any reason. All shrub lines must be approved by the Master Association prior to construction or installation. Additionally, all shrub lines must be approved by the Master Association prior to construction or installation and fences may be constructed on any Lot with the prior written approval of the Association and all fences or hedges to be erected on any Lot within the Subdivision shall, at a minimum, comply with the following requirements and restrictions:
- a. All fencing must have written approval of the Association's Board of Directors prior to installation, which may be withheld for any reason.
 - b. No fence or hedge shall be erected within the Subdivision which shall unreasonably restrict or block the view of an adjoining Lot. For this purpose, a hedge or fence shall be maintained at a height not greater than five (5) feet and no wall or fence shall be erected or placed within the front set-back lines of any Lot, unless said wall or fence shall be ornamental and shall not in any manner impair the general scheme of said Property. No wall or fence of any kind, whatsoever, shall be constructed on any Lot until after the height, type and design, and location thereof shall have been approved in writing by the Master Association.
- 10.4.13 All Lots in CITRUS SPRINGS PUD are intended to be residential parcels or non-conflicting commercial uses, and all Lots within the Subdivision shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Master Association unless delegated to the Master Association.
- 10.4.14 Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers such as trash bags or trash cans or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. Swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No outside

burning of wood, leaves, trash, garbage or household refuse shall be permitted. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. Clotheslines, if any, shall be contained within the fenced areas of Lots. No clothing or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use. Nothing herein contained shall be construed to conflict with §163.04, Florida Statutes.

- 10.4.15 No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Master Association. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Master Association, as to its design, height, location and type of flag. No flagpole shall be used as an antenna.
- 10.4.16 All game and play structures, including basketball hoops and supports, shall be located at or adjacent to the driveway to any home or improvement constructed on a Lot, at the side or rear of the improvement, or on the inside portion of the corner Lots within the set back lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.
- 10.4.17 In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Master Association is obtained.
- 10.4.18 Nothing shall be stored, constructed within or removed from any Common Area other than by the Master Association unless prior written approval is obtained.
- 10.4.19 Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Master Association without prior written consent of the Master Association.
- 10.4.20 No animals, livestock, or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to any other Owner. Residents are encouraged to have such animals neutered. Pets shall be kept only in the home, within screened patio or pool areas, or fenced yards if permitted. No animal shall be permitted off the Lot unless on a leash. Pets shall not be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations of the Master Association and their Owners shall be held accountable for their actions. The Master Association may establish limits on the number and kind of pets that may be kept or permitted on any Lot.
- 10.4.21 No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agents or that of any person or entity constructing improvements within any Subdivision, without prior approval of the Association.
- 10.4.22 No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; or shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted on any Lot. Excepted from the foregoing shall be activities of the Developer or the Master Association, or any assignee of the Developer or the Master Association, in dredging the water areas, creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

10.4.23 All signs, billboards and advertising structures of any kind are prohibited unless approved by the Association or used by the Developer for the marketing and sale of Lots or Property and, except building and subcontractor signs during construction periods, and one (1) sign to advertise the Property for sale during any sales period. No signs may be nailed or attached to trees. "For Sale" signs shall not exceed four (4') square feet or be taller than thirty-six (36") inches and in accordance with uniform sign standards adopted by the Master Association by the Subdivision Association as to appearance and location.

10.4.24 No hedge or shrub planting which obstructs sight lines at elevations between three (3') feet and six (6') feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25') feet rounded property corner from the intersection of the street Property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

10.4.25 No mailbox or paper box of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Master Association. If the United States Postal Service shall indicate a willingness to make delivery to wall receptacles attached to homes, each Owner, on the request of the Master Association, shall promptly replace the boxes previously employed for such purpose of purposes with all receptacles attached to homes.

10.4.26 No home shall be leased or rented for any period without the express consent of the Master Association. A copy of the lease on each home shall be delivered to the Master Association at or before the time the tenant takes possession of the home.

10.4.27 The parking of vehicles is restricted as follows:

10.4.27.1 **Automobiles.** Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages. Automobiles with advertising or logos shall be parked only in garages.

10.4.27.2 **Passenger Vans.** Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a

"passenger van." A non-passenger van shall be subject to the same restrictions as a truck rated one-half (½) ton or less, as more fully provided herein.

- 10.4.27.3 **Trucks and Non-Passenger Vans.** Trucks rated one-half (½) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in CITRUS SPRINGS PUD if parked in garages. Trucks of more than one-half (½) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in CITRUS SPRINGS PUD unless present solely for the actual and continuous repair or construction of residence, but in no event shall any such trucks remain parked in CITRUS SPRINGS PUD for more than three (3) months.
- 10.4.27.4 **Boats, Campers and Trailers.** Boats, campers and trailers shall be permitted to be parked in CITRUS SPRINGS PUD only if parked in garages or within approved storage areas or as necessary for cleaning, loading or unloading.
- 10.4.27.5 **Travel Trailers, Motor Coaches, Motor Homes and Mobile Homes.** Travel trailers, motor coaches, motor homes and mobile homes and any other trailer or vehicle not specifically permitted herein, shall not be parked in CITRUS SPRINGS PUD, except for within approved storage areas or as necessary for cleaning, loading or unloading.
- 10.4.27.6 **Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.
- 10.4.27.7 **Hardship.** In cases of undue hardship, the Master Association may grant a special exception of limited duration to the provisions of this section upon written request to the Master Association.
- 10.4.27.8 **Lawns and Streets.** No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

10.4.28 Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

10.4.29 No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Master Association whose decision shall be final.

10.4.30 No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Master Association if it is non-metallic in appearance.

10.5 **Common Area.** Other than those improvements constructed by the Declarant, no improvements shall be constructed upon any portion of the Common Area without approval from the Master Association

10.5.1 No activities constituting a nuisance shall be conducted upon any Common Area.

10.5.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

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- 10.5.3 The Master Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Master Association.
- 10.6 **Property Maintenance.** In the event an Owner of any Lot or any Subdivision Association (as to Common Property) fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Master Association, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given (30) thirty days within which to correct or abate the situation. If the Owner fails to do so, the Master Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien laws of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien of an Institutional Lender.
- 10.7 **Fines.** It is acknowledged and agreed among all Owners that a violation of any of the provisions of these Declarations or this Article by an Owner or residence will result in irreparable harm to other Owners or residents and the Developer. Each Owner, the Association and the Developer shall have the right to order, enforce and file all actions to obtain orders or judgments for specific performance and injunction of the terms and provisions of these covenants and this Declaration. All Owners agree that a fine may be imposed by the Developer or Association for each day of violation of these covenants continues after notification by the Developer or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If the fine is not paid within fifteen (15) days, the amount of such fine shall accrue interest at a rate of eighteen (18%) percent per annum, and shall be treated as a special assessment as provided in this Declaration.

ARTICLE 11 UTILITY PROVISIONS

- 11.1 **Water system.** The central water supply system provided by the City of Vero Beach, Florida for the service of CITRUS SPRINGS PUD shall be used as the sole source of potable water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot.
- 11.2 **Sewage System.** The central sewage system provided by Indian River County, Florida for the service of CITRUS SPRINGS PUD shall be used as the sole sewage system for the Property. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within CITRUS SPRINGS PUD.
- 11.3 **Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Indian River County, Florida. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.
- 11.4 **Electrical and Telephone Service.** All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and the other buildings located on each Lot shall be concealed and located underground or adjacent to road right-of-ways in a manner acceptable to Indian River County, Florida.