

2015

Phase II

Return to:

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A.

1022 Main St. Suite D

Dunedin FL 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA
LINE FOR RECORDING DATA

SPACE ABOVE THIS

**REVITALIZED DECLARATIONS OF RESTRICTIONS
OF
RIVERHAVEN VILLAGE**

WHEREAS, Riverhaven Village, according to the map or plat thereof recorded in Plat Book 9, Pages 31-53 of the Public Records of Citrus County, Florida, partially re-platted in Plat Book 11, Pages 126 - 129 of the Public Records of Citrus County, Florida, and partially re-platted in Plat Book 18, Page 80 of the Public Records of Citrus County, Florida, is a platted subdivision located in Citrus County Florida; and

WHEREAS, the Developer, Homosassa Springs, Inc., a Florida Corporation (hereinafter called the "Developer") as the then sole owner of the real property described the following Declarations related to the above-referenced Plat and as re-platted:

- Declaration of Restrictions of Riverhaven Village, originally recorded in Official Records Book 419, Page 468, et. seq.,
- Declaration of Restrictions of Riverhaven Village Phase II, originally recorded in Official Records Book 532, Page 011, et. seq.
- Declaration of Restrictions of Riverhaven Village Phase III, originally recorded in Official Records Book 554, Page 2075, et. seq.,

All documents listed above (the "Original Declarations") are recorded in the Public Records of Citrus County. The Original Declarations originally declared that all of the property described in the legal descriptions attached to those Original Declarations shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth therein, which were for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, the Developer originally submitted the real property described in Exhibit A, as such exhibit is attached and incorporated into this revitalized Declaration of Covenants,

Conditions and Restrictions of Riverhaven Village (the "Declaration"), to the Original Declarations, each as described in that Exhibit; and

WHEREAS, the Developer no longer has an right, title or interest in the real property described in Exhibit A, and which lack of interest is verified in Exhibit C; and

WHEREAS, the Original Declaration was extinguished by operation of the Marketable Record Title Act, as set forth in Chapter 712, Florida Statutes, so that the Original Declaration is no longer a valid encumbrance on the title of the real property in Exhibit A, which was originally made subject thereto; and

WHEREAS, pursuant to §720.403-407, Florida Statutes, at least a majority of the Owners of the Lots within Riverhaven Village, as such real property is described in Exhibit A of this revitalized Declaration, do hereby with and consent to revitalize the extinguished Original Declaration pursuant to Florida law, and irrevocably submit and subject each and every Lot within Riverhaven Village to be held, sold, and conveyed subject to this revitalized Declaration and the easements, restrictions, covenants and conditions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right, title, or interest in the described properties or in any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of real property made subject thereto; and

WHEREAS, each Lot which is to be subject o the revitalized Declaration, and the name of each Owner of such Lot(s), as assessed in the last complete tax assessment roll of Citrus County, along with the address and legal description of each Lot affected by this Declaration, is attached to this revitalized Declaration as Exhibit C and incorporated herein and a graphic depiction of the affected real property is attached to this revitalized Declaration as Exhibit F and incorporated herein;

NOW THEREFORE, the President and Secretary of the Association, acting pursuant to §720.403-407, Florida Statutes, and with the consent of at least a majority of the Owners of Lots within Riverhaven Village, and with the formal approval of the Florida Department of Economic Opportunity, as required by Florida law and as evidenced by Exhibit G; the President and Secretary, by their execution and recording of this Declaration, do hereby declare that all of the real property described in Exhibit A attached hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit A of this Declaration, and shall be binding on all parties having any right, title, or interest in the described real property or any part thereof, including, without limitation, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of the described real property or any portion thereof.

**Declaration of Restriction of Riverhaven Village Phase II, originally recorded in Official Records Book
532, Page 011, et. seq., of the Public Records of Citrus County**

**ARTICLE I.
Definitions**

Section 1. The following words, when used in this Declaration of Restrictions or any Supplemental Declaration of Restrictions (unless the context shall prohibit), shall have the following meanings:

- (a) "Subdivider" means Homosassa Springs, Inc., a Florida Corporation, its successors or assigns of any or all of its rights under this Declaration of Restrictions.
- (b) "Association" means the Riverhaven Village Property Owners Association, Inc., a Florida corporation not for profit, its successors or assigns of any or all of its rights under this Declaration of Restrictions.
- (c) "Owner" or "Owners" means the owner or owners of any lots in the Subdivision, now or hereinafter subject to these covenants, their heirs, successors, legal representatives or assigns.
- (d) "Subdivision" means such portions of Riverhaven Village being a development of the property shown on the Plat, as may from time to time be subjected to these covenants.
- (e) "Lots" means one of the numbered lots in the Subdivision, which has been subjected to this Declaration by recorded instrument.
- (f) "Common Areas" means such area within the Plat of Riverhaven Village as might be designated from time to time by the Subdivider, by recorded instrument, and made subject to these covenants.

**ARTICLE II.
Property Subject to this Declaration of Restrictions**

Section 1. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is located in Citrus County, Florida, and described as Exhibit "A" hereof.

Section 2. The Subdivider may extend the coverage of this Declaration of Restrictions to additional properties in accordance with its general plan of development. Any additions authorized under this section shall be made by filing of record a Supplementary Declaration of Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

**ARTICLE III.
Membership in the Association**

Section 1. Subdivider has organized a non-profit Florida corporation known as Riverhaven Village Property Owners Association, Inc. which will have exclusive responsibility and authority in the management and maintenance of the lots and the common area it so designated and for the enforcement of the terms, conditions and covenants, of this Declaration of Restrictions. Until the Subdivider has initially sold the last lot now or

hereafter subject to these covenants, or until such earlier time as Subdivider elects, it shall have the exclusive right and authority to appoint the directors of said Association.

Section 2. Each owner of a lot shall, by virtue of such ownership, be a member of the Association, by acceptance of a deed, contract for deed, or other instrument evidencing his ownership interest and upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, accepts his membership in the Association, acknowledges the authority of it to manage, operate and maintain such facilities or such areas or amenities that may be assigned to it or accepted by it for such purpose, and agrees to abide by and be bound by the provisions of this Declaration of Restrictions, the Articles of Incorporation, By-Laws and other rules and regulations of the Association and by any and all rules and regulations heretofore and hereafter promulgated by it. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Association and that each owner shall have one vote for each lot which he owns.

Section 3. The Association may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of common areas as it deems necessary or desirable, including rules and regulations which may limit or temporarily prohibit the use of certain facilities and/or property.

ARTICLE IV. Covenant for Assessments

Section 1. In order to provide, operate or maintain facilities or services including those that may not be otherwise available to the lots, when necessary or desirable as determined by the Association in its sole discretion, the Association is authorized by all of the owners to act in their behalf and is empowered to contract for the maintenance, repair, or replacement of canals subject to governmental regulation, and common areas (all hereinafter sometimes referred to as "improvements") for Riverhaven Village development, and for such other activities as may be appropriate for the Association, including administrative expenses and expenses incurred in connection with the enforcement of these covenants and restrictions. Each owner shall be liable for and shall promptly pay to the Association a pro rata share of the cost of said improvements, including such sums as the Association may from time to time deem necessary to provide a reserve for operating expenses or as a fund for the prepayment of such anticipated expenses relating to the improvements. All of such costs shall be apportioned equally among the lots in the Subdivision, which have been subjected to these covenants, including those lots owned by the Subdivider. Payment shall be due and payable immediately upon notification by the Association mailed to the Owner at his address as shown on the Association records, and a lien is hereby granted to secure payment thereof, which said lien may be foreclosed the same as if it were a mortgage upon the property. In the event such assessment is not paid within ten (10) days after the notification, such lien may be foreclosed, in which event all costs of collection thereof, including all costs and attorney's fees, shall also be paid and the same are also secured by the lien. The judgment of the Association in the letting of contracts and the raising or expenditure of funds therefor shall be final.

Section 2. Each such assessment, together with interest thereon and the cost of collection thereof as hereinbefore provided, shall also be the personal obligation of the person who was the owner at the time when the assessment became due.

Section 3. The Board of Directors of the Association shall fix the date and amount of any assessment hereunder at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the owners of lots and the amounts and assessments applicable thereto, which shall be kept in the office of the

Association. Written notice of any such assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid, and any such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V.
Use Restrictions

Section 1. Single family lots in the Subdivision may be used solely for single family residential purposes and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. By way of illustration and not limitation, doctors are prohibited to have offices or dispense professional services (except on an emergency basis), and architects, authors, lawyers and the like are also likewise prohibited from maintaining offices or dispensing professional services.

Section 2. Areas designated from time to time as common areas shall be used, operated and maintained primarily for the use and enjoyment of lot owners. It is anticipated that common areas will from time to time be the subject of further restrictions on a permanent or temporary basis by the Association to further the primary purposes thereof.

Section 3. No signs shall be erected or displayed on any single family lot or on any structure in the Subdivision by any person except the Subdivider or Association, or with the written permission of the Association.

ARTICLE VI.
Specific Use Provisions

Section 1. Single Family:

- (a) Properties designated herein or by supplement hereto a "single family" shall be used solely for construction and occupancy of single family residences. One single family lot shall be the minimum building area, but one or more contiguous lots may be combined as a single family building area.
- (b) Garages, which shall be for the use only of the occupants of the residence to which they are appurtenant, must be attached to the residence and may have entrances facing the street.
- (c) The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use. The ground floor of the main dwelling shall not be less than 1,400 square feet for a one story dwelling, and 2,000 feet for two stories, exclusive of garage, covered walks, patios, or pool areas. The height of any one building shall not be more than two full stories above street level. The main roof of the dwelling shall have a pitch of not less than 3 to 12.
- (d) No dwelling shall be permitted on any lot in this single family area at a cost of less the \$30,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assume that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be

produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Such cost shall be subject to escalation, at a rate not to exceed the Consumer Price Index.

ARTICLE VII.
Building Controls

Section 1. No building or structure of any kind (except as provided under Section 1 above), including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected, or altered until the plans and specifications, location and plot plan therefore, in detail and to scale, and showing existing trees and shrubs required to be moved or removed, shall have been submitted to and approved by the Subdivider or Association in writing and before any clearing or construction has begun. The plans, specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing, and electrical codes of Citrus County Building Code. Each owner is responsible for complying with all of the covenants contained herein and shall notify any and all persons who may be using the Owner's premises of these restrictions and covenants. Refusal of approval of plans and specifications, location and plot plan, by the Subdivider or Association may be based on any ground, including purely esthetic grounds, in the sole and absolute discretion of the Subdivider or Association.

Section 2. The plans and specifications shall contain a plot plan with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Subdivider or Association. Landscaping as required shall be completed at the time of completion of the building as evidenced by the issuance of a certificate of occupancy by Citrus County. Gravel or blacktop or paved parking strips must be included in the plot plan of the plans and specifications.

Section 3. No building shall be erected on any single family lot closer than 25 feet to the front, 7.5 feet to the side or 15 feet to the rear lot lines thereof. Where two or more single family lots are acquired and used as a single building site by a single owner, the side lot lines shall refer only to the lines bordering on single family lots owned by another owner.

Section 4. All residential construction shall provide a minimum floor elevation in conformity with sound engineering practice and such local, state or federal regulation requiring a minimum elevation as might exist at the time of construction.

Section 5. No commercial type vehicles shall be stored or parked on any lots contained in single family, garden area or cluster area properties, except while parked in a closed garage. No such commercial type vehicle shall be parked on any street in the Subdivision except while engaged in transporting goods or furnishing services to or from a residence in the Subdivision during normal business hours.

Section 6. No lot or parcel shall be increased in size by filling in the water it abuts. The elevation of the lot may be changed only to provide for flood protection. No rocks, sand, gravel or clay shall be excavated or removed from any property for commercial purposes.

Section 7. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

Section 8. No owner of any part of the property will do or permit to be done any act upon his property which may be or is or may become a nuisance.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All sanitary equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No containers shall be permitted to be visible from the street except on collection days.

Section 11. No septic tanks will be permitted on any lot within this subdivision, and the collection system located in the Subdivision shall be used for the service of the premises.

Section 12. Clothes lines or drying yards shall be so located so as not to be visible from the street serving the premises or from the waterways.

Section 13. No trailers, including boat trailers, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage.

Section 14. No boat houses shall be permitted. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining such docks, shall be permitted to be constructed adjoining any waterfront lot; provided, however, that no such docks shall be erected, constructed, maintained or permitted which will extend beyond:

1. Four feet (4') from the lot line paralleling and adjoining the waterfront of those lots which abut both Prices' Creek and the canals within Riverhaven Village, or
2. Twenty feet (20') from the waterfront of those lots which abut the Homosassa River.

No discharge or refuse shall be permitted from docks into the waters. All dock erection, construction, maintenance, permission, final size, placement and use shall be subject to the approval of the Architectural Review Board and any applicable governmental requirements and/or agencies.

Section 15. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property.

Section 16. All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead.

Section 17. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the property, nor shall oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom by any means, including slant drilling.

Section 18. All homes and buildings constructed must be of new material. The actual construction must take place upon the lot. No building may have an exterior finish, specifically including roof and walls, of metal except as allowed below. No modular homes, mobile homes or trailers shall be placed or occupied upon any lot, nor shall any tents, campers or temporary shelters or habitable motor vehicles be permitted upon any lot at any time.

(a) Metal Roofs may be used if approved by the Architectural Review Board after meeting the following requirements:

1. The member requesting approval of a metal roof (or roofs) for new construction or replacement of an existing roof (or roofs) shall provide a manufacturers certification that the proposed metal roofing material meets or exceeds the applicable state and county building codes, including the applicable wind codes then in effect.

2. The proposed metal roofing material shall be warranted for a minimum of thirty (30) years.

3. The color, texture, style and general appearance of the proposed metal roofing material shall be compatible with the colors, standards and styles of the roofs installed in the community. The appearance of the proposed metal roofing material shall resemble, when installed, shingle, tile or shake roofs. Proposed metal roofing materials whose appearance, when installed, resembles vertical or horizontal flat panels (for example "barn roofs") are specifically prohibited.

4. The Architectural Review Board is empowered to interpret these requirements to maintain or improve the appearance of Riverhaven Village. The Architectural Review Board may require certified test results from governmental or other independent agencies that confirm that the proposed metal roofing material meets or exceeds the applicable state and county building codes, including the applicable wind codes, then in effect.

Section 19. No boat exceeding:

1. Thirty feet (30') in length or ten feet (10') in width shall be permitted to be docked or tied to or at any waterfront lots which abut both Price's Creek and/or the canal within Riverhaven Village, or
2. Forty feet (40') in length or twelve feet (12') in width shall be permitted to be docked or tied to or at any waterfront lots which abut the Homosassa River.

No boats shall be anchored offshore either in the canals or in the Homosassa River or Price's Creek and when not in use, all boats shall be moved as close to the bank as safety allows to the end that navigation of the river and canals will not be impeded. No boat or other water conveyance shall be operated in any canal, at any time at a speed in excess of 5 m.p.h., or in such a manner as to create hazardous conditions or excessive wake or noise.

Section 20. No seawall, riprap, or other similar construction shall be permitted on the waterfront boundary of any lot without the express written permission of the Association. Any application for permission shall be accompanied by written proof that the permitting requirements of such local or state agencies as have jurisdiction have been met.

ARTICLE VIII.
Maintenance of Premises

Section 1. In order to maintain the standards of this Subdivision, no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a residential lot. In the event that any owner shall fail or refuse to keep the premises free of unsightly objects, then the Subdivider or Association may enter upon said lots and remove the same at the expense of Owner, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon failure to so maintain the property, buildings and structures to the satisfaction of the Association, and upon the Owner's failure to make such corrections within thirty (30) days of written notice by the Association, the Association may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Owner. The Association may require the Owner to deposit with it the estimated cost thereof as determined by the Association. If any Owner fails to make payment within thirty (30) days after requested to do so by the Association, then the payment requested shall constitute a lien against the Owner's lot and be foreclosed under Article V hereof as though it were a lien thereunder (except the total amount thereof shall be assessed against such Owner's lot).

ARTICLE IX.

Nuisances

Section 1. Nothing shall be done on any lot or lots which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may be or may become a nuisance, such question shall be decided by the Association and its decision shall be final.

ARTICLE X.

Remedies for Violations

Section 1. Violations or any breach of any restriction or covenant herein contained by any Owner shall give the Subdivider or Association in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said restrictions or covenants, and to prevent the violation or breach of any of them. Any delay by the Subdivider or Association in enforcing any of the restrictions or covenants herein contained, no matter how long continued, shall not constitute a waiver of such restrictions or covenants, nor a waiver of its right to enforce them.

ARTICLE XI.

General Provisions

Section 1. Notice to the Association or requests for approval of plans, specifications and location of buildings shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

Section 2. Notice to any Owner of a violation of any of these restrictions shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Citrus County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed as recorded in the public record of Citrus County, Florida.

Section 3. There is hereby reserved for the purpose of installing and maintaining common utility facilities and for such other purposes incidental to the development of the subdivision those easements either of record and/or shown on the plat as "Utility Easements". Any claims or damages, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider, Association or any of their agents, are hereby waived by the Owners.

Section 4. None of the lots in the Subdivision shall be divided nor sold except as a whole, without the written approval of the Association.

Section 5. The Subdivider reserves the right to modify or amend the plat to correct engineering or survey errors or omissions; re-align, relocate or add to utility easements if required to do so by companies furnishing utilities to the Subdivision, or redesign or relocate roads or thoroughfares. No such amendment will ever eliminate road access to any lot.

Section 6. The Subdivider or Association herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

Section 7. The agreements, covenants, conditions and restrictions contained herein shall constitute an easement and servitude in and upon the real property subjected to this instrument, and shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the Association or by any property owner for a period of forty (40) years from the date these covenants are recorded, after which time the same shall be automatically extended for successive period of ten (10) years. Failure of the Association or any property owner to enforce any covenant, condition, obligation, reservation, right, power or charge contained herein, however long continued, shall in no event be deemed a waiver of the said right to enforce thereafter as to the same breach or violation or as to any other breach or violation occurring prior or subsequent thereto.

Amendment. A resolution for the adoption of a proposed amendment to these Restrictions may be proposed either by the Board of Directors or by not less than one third (1/3) of the voting interest of the Association. After such proposal, membership approval of a proposed amendment must be by not less than two-thirds (2/3) of the voting interests of the Association. An amendment adopted by two-thirds (2/3) vote of the voting interest of the Association will be effective when an instrument reflecting the amendment is recorded within the public records of Citrus County, Florida.

ARTICLE XII. Central Sewage Disposal System

Section 1. A central sewage disposal system has been constructed by the Subdivider and said system shall be owned and operated by the Subdivider pursuant to a Certificate of Convenience and Necessity issued by the Florida Public Service Commission in accordance with its regulations and the rules of Florida. Owner shall be assessed and agrees to pay costs for extending the system to the Owner's lot or lots, hook-up charges and monthly rates pursuant to the rates and schedules approved and adopted by the Florida Public Service Commission.

Section 2. The Subdivider may assign or convey the ownership and/or operation of the central sewage disposal system to other governmental authorities, other private corporations, or the Association, but is not obligated to do so.

IN WITNESS WHEREOF, this Declaration of Restrictions of Riverhaven Village Phase II is executed by the undersigned officers of the Association pursuant to § 720.403-407, Florida Statutes, and by their execution of same the undersigned officers to obligate the Association to perform the duties and obligations as required herein.

**ASSOCIATION:
RIVERHAVEN VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.**

By: Kathy L Dolan
Kathy Dolan

Its: President

By: Patricia Harrell
Patricia Harrell

Its: Treasurer

By: Patricia Hardy
Patricia Hardy

Its: Secretary

STATE OF FLORIDA)
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared Kathy Dolan, Patricia Harrell, and Patricia Hardy to me known to be the President, Treasurer, and Secretary respectively, of Riverhaven Village Property Owners Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____, and _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of November, 2014.

Nancy Kedroski
Notary Public

Printed Name: Nancy Kedroski

My commission expires:



