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Prepared by and return to ;
Steven Fischer, Director
2500 Weston Road Suite 311
Weston, Florida 33331

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HIGH RIDGE VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for High Ridge Village Homeowners' Association, Inc. is made as of this date set forth below by and between Hillside Properties, LLC, a Florida limited liability company (the "Developer") and High Ridge Village Homeowners Association, Inc. a Florida not for profit corporation (the "Association"), for the following uses and purposes:

RECITALS:

- A. Hillside Properties, LLC, as the Developer, has previously executed the Declaration of Covenants, Conditions and Restrictions for High Ridge Village Homeowners Association, Inc. dated September 27, 2005 recorded in the Official Record Book 1984, pages 1818-1857, public records of Citrus County, Florida along with amendments One and Three, (the "Declaration") in connection with that certain residential subdivision known as High Ridge Village in Beverly Hills, Citrus County, Florida as more particularly described therein (the "Subdivision") and
- B. The Parties desire to amend and modify various sections contained within that certain Declaration of Covenants, Conditions and Restrictions for High Ridge Village Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Developer and the Association hereby amend the Declaration as follows:

1. OUTBUILDING - The provisions set forth in Article V, Section 24 of the Declaration are hereby DELETED AND REPLACED with the following wording:

Section 24 – OUTBUILDING – Any structure erected apart from the main residence must be permanent in character. Only 1 (one) utility building shall be permitted if approved by the A.R.B. Any permitted outbuilding shall conform architecturally to the dwelling and is subject to approval by the A.R.B. No

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016035602 BK: 2774 PG: 807 8/5/2016 9:05 AM 2 Receipt: 2016030855
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structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time for any reason whether temporarily or permanently. Any outbuilding must be submitted for written approval prior to commencement of the work. Also, no outbuilding shall be more than 168 sq. ft. and no more than 8 feet in height. Any structure erected is to be located in the back yard only.

2. MINIMUM RESIDENCE SIZE – The provisions set forth in Article V, Section 25 of the Declaration are hereby DELETED AND REPLACED with the following wording:

Section 25 – MINIMUM RESIDENCE SIZE - No dwelling in the subdivision shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1,300 sq. ft living area, and if a two story dwelling, shall be 2,000 sq. ft. All irregular lot sizes shall be allowed to be a minimum of 1,300 sq. ft of living area with A.R.B. approval. Some variation may be allowed in the sole discretion of and with the approval of the A.R.B., upon careful architectural review.

3. ANIMALS - The provisions set forth in Article V, Section 31 of the Declaration are hereby amended to include the following language:

Section 31 – ANIMALS – Every pet owner must pick up after their pet while walking them on common area property and all pets are to be on a leash at all times.

4. SIGNS – The provisions set forth in Article V, Section 35 of the Declaration are hereby DELETED AND REPLACED with the following:

Section 35 – SIGNS – No signs of any kind, including “For Sale” or “For Rent”, and other similar signs shall be displayed to the public view, erected or maintained on any Lot. Signs approved by the A.R.B. to be used by a Builder to advertise the Lot(s) during the construction and sales period are allowed.

5. EXTERIOR ATTACHMENTS - The provisions set forth in Article V, Section 36 of the Declaration are hereby DELETED AND REPLACED with the following:

Section 36 – EXTERIOR ATTACHMENTS – No clotheslines or clothes hanging devices visible from a street shall be permitted. Except as otherwise provided by law, no exterior aerials or transmission or receiving tower(s) apparatus or devices, or other similar or dissimilar exterior attachments shall be permitted on any Lot. Small dishes are allowed. Placement shall be preapproved, in writing, by the A.R.B. before installation. Television antennas shall not be permitted. Hurricane shutters and/or any window protection material may not be permanently closed while attached to the outside of any property. In case of an impending hurricane, shutters or protective material should not be installed more than seven (7) days prior and must be removed within seven (7) days after the hurricane has left Citrus County. PRIOR A.R.B. approval is required for any screen enclosures on any part of the house. Color of screen and frame must conform to color of the home.

6. PROHIBITION OF WALLS AND RESTRICTIONS ON FENCES OR HEDGES – The provisions set forth in Article V, Section 38 of the Declaration are hereby DELETED AND REPLACED with the following language:

Section 38 – PROHIBITION OF WALLS AND RESTRICTIONS ON FENCES OR HEDGES – All fences shall be constructed in accordance with the specifications approved by the A.R.B. All fences shall require the

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016035602 BK: 2774 PG: 808 8/5/2016 9:05 AM 3 Receipt: 2016030855
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advance written approval of the A.R.B and should be submitted to the Association prior to installation. If an Owner neglects to obtain prior written approval and a fence is installed, the Owner may be required to remove such fence, at their expense, until approval is provided and the Owner is in compliance with all rules and regulations. Fences and/or hedges are not be more than 6 feet in height on any Lot or parcel of land, and provided further, such fence or hedge shall be erected from the rear of property line to mid-point of dwelling. No fence or hedge shall be erected along or near the front of the property line. Fences shall only be of professional constructed white vinyl material which has been pre-approved by the A.R.B. Fences shall be not considered "structures" as that term is used in Article IV, Section 18.

7. COMMERCIAL USES – The provisions set forth in Article V, Section 39 of the Declaration are hereby amended to include the following language:

Section 39 – COMMERCIAL USES – No garage sales are allowed at any time unless pre-approved by the board of directors.

8. LOT UPKEEP AND MAINTENANCE – The provisions set forth in Article V, Section 43 of the Declaration are hereby amended to include the following language:

Section 43 – LOT UPKEEP AND MAINTENANCE – Exterior paint colors are subject to A.R.B. review and approval. All exterior paint colors must be approved in advance by the A.R.B.

9. MOTOR VEHICLES – The provisions set forth in Article V, Section 44 of the Declaration are hereby DELETED AND REPLACED with the following language:

Section 44 – MOTOR VEHICLES - Except as hereinafter expressly provided, no camper, travel trailer, boat, van, aircraft, glider, truck, trailer, bus, motorcycle, recreational vehicle or other motor vehicle shall be permitted to be parked on any grass area or to remain on any Lot or public street and any other common area within the Subdivision, unless inside a garage of the specific Lot owner. In addition, no dirt bikes, 4 wheelers or other motor related bikes or motor vehicles shall be allowed on the common areas of the Association. Electric, battery and other non-registered motor vehicles shall not be allowed on the private roads of the community nor on the other common areas of the Association.

Private passenger vehicles owned or used by the Homeowner or Resident of any Lot, may only be parked on a paved driveway or in a garage. On street parking is prohibited except temporary parking while providing services to a Dwelling Unit or a property. No commercial vehicle, recreational vehicle, boat, camper or trailer shall be permitted to be parked in the subdivision or on any street therein for a period of more than four (4) hours, unless the same is present for the actual construction, repair or maintenance conducted on any Lot, or the buildings and improvements located thereon, or the actual loading or unloading of goods, household effects, materials or equipment used in connection therewith. There will be no living by any individuals in a recreational vehicle on a Lot at any time for any reason whatsoever.

The Homeowner's Association has the right to tow any vehicle in violation of the Declaration of Covenants, Conditions and Restrictions after first having notified the owner of such violation and said owner having not corrected such violation within ten (10) days of notification.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016035602 BK: 2774 PG: 809 8/5/2016 9:05 AM 4 Receipt: 2016030855
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All homeowners must abide by the posted speed limit in the community or be subject to a potential fine.

10. TREE REMOVAL AND LANDSCAPING RESTRICTIONS - The provisions set forth in Article V, Section 53 are hereby amended to include the following wording in paragraph No. 1:

Section 53 - TREE REMOVAL AND LANDSCAPING RESTRICTIONS - All requests for approval of tree removal shall be submitted to the Association "in writing", along with a plan showing generally the location of such tree(s). This restriction shall not apply to the Declarant "and Builders".

11. HOUSEHOLD GARBAGE AND YARD TRASH - The provisions set forth in Article V, Section 56 are hereby amended to include the following language:

Section 56 - HOUSEHOLD GARBAGE AND YARD TRASH - At no time is an Owner allowed to utilize a construction or builder receptacle for the personal disposal of trash. If an Owner is found to have disposed any personal trash in a construction/builder container, the Owner will be charged for the cost of the container's pick up.

12. CONTAINERS AND FUEL TANKS - The provisions set forth in Article V, Section 57 are hereby amended to include the following language:

Section 57 - CONTAINERS AND FUEL TANKS - All underground irrigation well tanks and gas tanks require prior approval of the Homeowner's Association before installation.

13. LEASES - The provisions set forth in Article V, Section 60 are hereby amended to include the following language:

Section 60 - LEASES - No lease shall be for a term of less than seven (7) months and not more than two (2) years.

Owners must provide the Homeowner's Association with copies of all background checks and a copy of the proposed executed lease, including current names, telephone numbers and email addresses of the prospective tenant prior to entering a lease with same in order to obtain prior approval of the lease. If prior approval is not given and a tenant is found to be occupying an Owner's home, Owner may be subject to a penalty fee applied to their account. It is the responsibility of the Owner to provide the renter/tenant with the Homeowner's Association documents and Rules and Regulations as well as to inform the renter/tenant of their need to adhere to the Association's Rules and Regulations. If a renter/tenant creates a violation that is not timely corrected, then it shall be the Owner's responsibility to enforce such correction of the violation by the renter/tenant. The Owner shall be provided written notice to correct such violation within ten (10) days or said Owner will be penalized by the Association and be subject to a fine.

Except as otherwise provided by law, if a Lot Owner has not paid its homeowner's dues/assessments when due and has been delinquent for more than ten (10) days after issuance of a written notice to pay, the Association shall be authorized by the Lot Owner to notify the lessee of the delinquency and collect any past due assessments directly from the lessee paying rent to the Association in the amount of the Lot Owner's delinquent obligations. If the lessee fails to pay the rent due to the Association by the Lot Owner, the Association may evict lessee.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016035602 BK: 2774 PG: 810 8/5/2016 9:05 AM 5 Receipt: 2016030855
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14. CABLE TELEVISION The following provision is hereby added to Article V, and labeled Section 65 to include the following language:

Section 65 - CABLE TELEVISION - Every Homeowner shall be allowed to utilize the services of any qualified cable television, internet and satellite television provider so long as the homeowner obtains the approval of the A.R.B.

15. ASSESSMENTS ESTABLISHED - The provisions set forth in Article VII, Section 53 are hereby amended to include the following language:

Section 53 - ASSESSMENTS ESTABLISHED The Developer and any designated Homebuilder(s) shall be exempt from paying annual assessments on any lots until the lot is deeded to the initial home buyer. Annual Assessments will only commence on a lot upon a transfer/sale of a residential, undeveloped lot by the Developer to a non- designated homebuilder(s) or upon a transfer/sale of a completed home by the designated homebuilder(s) whereby title is transferred to a home buyer by either the Developer and/or a designated homebuilder(s) the lot will commence its obligation to be assessed by the Association

16. PAYMENT - The provisions set forth in Article VII, Section 57 are hereby DELETED AND REPLACED with the following language:

Section 57 - PAYMENT - The annual homeowner's association dues are due and payable annually, in full, by January 1st of each year and shall be considered late and subject to a late charge after January 10th in the amount of \$25.00. Effective for the year 2016, the annual assessment will be \$325.00. Payments received after January 10th of every year will accrue interest effective on the first day of the first calendar month at the maximum rate allowed by law. Such interest will accrue through the date payment is received in full. No monthly or installment payments will be allowed unless prior conditional approval is received by the Association in advance and subject to late fees and interest.

17. DURATION - The provisions set forth in Article IX, Section 74 are hereby DELETED AND REPLACED with the following language:

Section 74 - DURATION - The provisions of this Declaration run with and bind the Properties until December 31, 2035 (the next "Renewal Date"). Unless the Association determines otherwise within the six-month period preceding the Renewal Date, or any subsequent decennial anniversary of the Renewal Date, the provisions of this Declaration will automatically be renewed for a successive period of ten (10) years.

18. Adams Homes of Northwest Florida, Inc. and Reed Homes of Central Florida, Inc. are approved "Builders" and hold "Builder Status" in respect to the recorded Declaration of Covenants, Conditions and Restrictions and any previous or future recorded amendments.
19. Ratification and Confirmation- Except as amended hereby, all other terms and conditions of the Declaration as amended shall remain in full force and effect, and Parties hereby ratify and confirm the terms and conditions thereof.

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#2016035602 BK: 2774 PG: 811 8/5/2016 9:05 AM 6 Receipt: 2016030855
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IN WITNESS WHEREOF, the Parties hereto have executed the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for High Ridge Village Homeowners Association, Inc. effective as of this 1st day of August, 2016.

Signed, Sealed and Delivered
In the presence of:

WITNESSES:

Fred R. Sadoff
FRED R. SADOFF
Print name

Melissa L. Barth
Melissa L. Barth
Print name

Fred R. Sadoff
FRED R. SADOFF
Print name

Melissa L. Barth
Melissa L. Barth
Print name

HILLSIDE PROPERTIES, LLC (Developer)
a Florida limited liability company

Steven Fischer
By: Steven Fischer, President of
Executive Land Development, Inc.,
A Florida corporation, its Manager

HIGH RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

Steven Fischer
By: Steven Fischer, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of August 2016 by STEVEN FISCHER, as President of Executive Land Development, Inc. as MANAGER OF HILLSIDE PROPERTIES, LLC, a Florida limited liability company, on behalf of the Company, who is personally known to me.

Melissa L. Barth
Notary Public



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of August 2016 by STEVEN FISCHER, as President of HIGH RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC. on behalf of the Association, who is personally known to me.

Melissa L. Barth
Notary Public

(Seal)

