

DECLARATION OF RESTRICTIONS

OF  
"THE OAKS"

FILED FOR RECORD  
HAROLD WILLIAM BROWN, CLERK  
HERNANDO COUNTY, FLA.  
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KNOW ALL ME BY THESE PRESENTS, that the undersigned, THE OAKS OF SPRING HILL, INC., being the owner of "THE OAKS" subdivision located in Hernando County, Florida, and more particularly described on Exhibit "A" attached hereto makes the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions shall be for the benefit of and limitation upon all present and future owners of the real property:

1. No lot shall be used except for residential purposes and no commercial activity or business shall be conducted, engaged in or maintained on any lot.
2. All lots shall be sodded from the rear of house to edge of pavement from side lot line to side lot line.
3. Minimum living area shall be one thousand six hundred (1,600) feet with not less than two (2) car garage.
4. All driveways shall be concrete or other cohesive rock finish (no blacktop).
5. No boats, trailers, commercial or other equipment shall be parked in swale, driveway or side yards at any time for more than four (4) hours.
6. No inoperative vehicle or equipment shall be kept or maintained on any lot.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pet may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animals or household pets shall be allowed to roam free in this subdivision. All pets shall be under leash when not quartered within the dwelling.
8. No shed, lean-to or detached building shall be erected upon any lot.
9. A security fence not more than six (6) feet in height may be erected from the rear wall of house to the rear lot line and along the rear lot line. Any hedge erected from the rear wall of house to street right-of-way shall not exceed three (3) feet in height. No fence shall be erected along front lot right of way line.
10. No individual mailboxes or paper box shall be erected on any lot. Corporation or Homeowner's Association shall supply central mailbox stations.
11. No paper or circular shall remain on driveway more than twelve (12) hours. Any free circular or paper may only be delivered in this subdivision upon prior approval of Corporation or Homeowner's Association and shall be removed by Vendor within twenty four (24) hours if occupant is not able to remove same. Failure to adhere to this covenant shall subject Vendor to loss of delivery permit.

12. No off road vehicle or off road motorcycle shall be operated on any street in this subdivision except when loaded on a trailer or other conveyance which does not require said vehicle to use its own power sources for locomotion.

13. No trash, yard clippings, tree branches, garbage or other putrescible or non-putrescible material shall be stored outside the dwelling unit for a period of more than twelve (12) hours. Violation of this covenant will be remedied by Corporation or Homeowner's Association and billed to lot, failure to pay bill will result in a lien being placed upon lot. Entry upon lot by Corporation or Homeowner's Association and billed to lot, failure to pay bill will result in a lien being placed upon lot. Entry upon lot by Corporation or Homeowner's Association to remedy this violation or any other violation of covenants shall not constitute trespass.

14. No lawnmower, chainsaw, or any other implement that produces a noise level over 65 DBA shall be operated from 8:00 P.M. to 7:00 A.M. weekdays or 8:00 P.M. to 8:00 A.M. on Saturday or Sunday.

15. No building shall be erected nearer than forty (40) feet to right-of-way line (front yard), ten (10) feet to side yard line, thirty five (35) feet to rear lot line on corner lots the side streets, i.e., street which forms ninety (90%) degree angle to rear lot line shall have a setback of twenty five (25) feet, but building shall not project nearer to street than adjacent building.

Swimming pool enclosures may be set twenty (20) feet from rear lot line, pool structures shall be at least twenty five (25) feet from rear lot line. No reduction in ten (10) foot side yard dimension is allowed for pool or enclosure.

16. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

17. The Architectural Control Committee shall initially be composed of three (3) persons who shall be Officers or Directors of The Oaks of Spring Hill, Inc., which three (3) members shall be elected by the Board of Directors of The Oaks of Spring Hill, Inc. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the said Board of Directors shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

18. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

19. When dwellings have been constructed on seventy one (71%) percent of the lots in the subdivision, the lots owners of the

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first sixty (60%) percent of said lots shall be entitled to elect a member to serve on the Architectural Control Committee. When dwellings have been constructed on eighty one (81%) percent of the lots in the subdivision, the lot owners of said lots shall be entitled to elect two (2) members to serve on the Architectural Control Committee. When dwellings have been constructed on ninety one (91%) percent of the lots in the subdivision, the lot owners of said lots shall be entitled to elect all three (3) members to serve on the Architectural Control Committee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgement or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 28<sup>th</sup> day of August, 1987.

[Signature]  
Edo Cole Rooney

THE OAKS OF SPRING HILL, INC.,  
a Florida corporation

Rudolph Bruni  
BY: RUDOLPH BRUNI, PRESIDENT

Gregory L. Cecil  
BY: GREGORY L. CECIL  
SECRETARY



STATE OF FLORIDA  
COUNTY OF Alameda

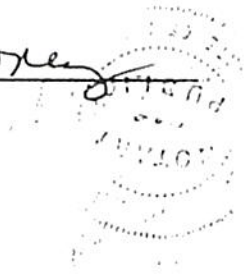
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RUDOLPH BRUNI, PRESIDENT AND GREGORY L. CECIL, SECRETARY OF THE OAKS OF SPRING HILL, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of August, 1987.

Edo Cole Rooney  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 11/1/1989  
BONDABLE THROUGH GENERAL INDUSTRY



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