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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**WOODLAND WATERS, PHASE TWO**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODLAND WATERS, PHASE TWO, as hereinafter described, is made this 24th day of February, 1994, by TOOKE LAKE JOINT VENTURE, a Florida General Partnership, the owner of the lands covered by this DECLARATION and described as follows:

All lots in WOODLAND WATERS, PHASE TWO, being numbered and designated in accordance with the plat of said subdivision, which appears of record in Plat Book 28, Pages 6 through 9, inclusive, of the Public Records of Hernando County, Florida.

INDEXED, FILMED AND  
RECORD VERIFIED  
BY  
KAREN NICOLAI, CLERK  
DEPUTY CLERK

**RESTRICTIONS AND RESERVATIONS**

The undersigned, TOOKE LAKE JOINT VENTURE, a Florida General partnership, being the owner in fee simple of all lots in WOODLAND WATERS, PHASE TWO, as hereinabove set forth, for the purpose of providing for an orderly plan of development, does hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting said subdivision may be put, further imposing certain obligations on the persons acquiring title to the said lots, and further hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming ownership under them, and for the benefit of and limitations on all future owners in said subdivision.

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use, as herein specified, and to heighten the enjoyment of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, the prevention of offensive or obnoxious uses, and, further, to require the property owners to connect to the central water system which is installed in all of the units in WOODLAND WATERS (paying connection and hook-up fees, as required), and to further the orderly development and growth of WOODLAND WATERS, PHASE TWO.

1. The minimum size residential unit shall be two thousand (2,000) square feet, exclusive of garages, porches and breezeways, except that due to their size and/or configuration, on Lots 19, 20, 21, 22, 23, 24, 25, 30, and 31, Block 4, and Lot 1, Block 5, the minimum size residential unit allowed shall be eighteen hundred (1,800) square feet, exclusive of garages, porches, and breezeways. No carports shall be allowed, and all units shall have an enclosed two (2) car garage. No more than one (1) dwelling shall be placed on any lot herein. No structure shall be more than two and one-half (2-1/2) stories in height from the finished ground floor elevation.

2. Design and construction plans for new homes, additions to existing homes or other structures to be located on lots, shall be submitted to the Architectural Review Committee of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Corporation Not For Pecuniary Profit (ASSOCIATION), for review and approval following the Architectural Review Committee Guidelines of the ASSOCIATION. The Review Committee shall have ten (10) days in which to review, approve, reject or recommend modifications to the plans. In the event that the Review Committee rejects or modifies the plans, the owner may re-submit amended plans, and the Review Committee must render a decision on the re-submitted plans within ten (10) days. Should the Review Committee fail to act on the amended plans upon re-submittal within the specified ten (10) day period, the homeowner may proceed to construct the structure without Review Committee approval. In case of rejection or modification by the Review Committee, a statement must accompany such rejection or modification, clearly outlining the reasons for the Committee's actions, which reasons shall comply with the standards of the American Institute of Architects and the Architectural Review Committee Guidelines.

3. The setback for all structures or improvements of any kind shall be in accordance with County specifications as modified by any variance granted by the Board of County Commissioners of Hernando County, except that the minimum front setback shall be fifty (50') feet, unless a waiver of this exception is granted by the Architectural Review Committee to reduce the front setback to twenty-five (25') feet, which then would be in accordance with the County specifications. Due to their size and/or configuration, the minimum front setback shall hereby be fixed at twenty-five (25') feet on Lots 19, 20, 21, 22, 23, 24, 25, 30, and 31, Block 4, and Lot 1, Block 5. In the event of common ownership of more than one (1) lot in the subdivision, and the owner thereof constructs a residence which straddles a common lot line, then the setback provision shall apply to the immediate boundaries of the property containing such structure.

4. Construction of a residential dwelling on each lot must commence within five (5) years from the date that the lot is purchased from the Developer. In the event that construction does not commence on the lot within five (5) years from the date of purchase, the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., shall be empowered to assess the owner(s) of said lot a penalty of not less than ONE THOUSAND 00/100 DOLLARS (\$1,000.00) for each twelve (12) month period or fraction thereof that construction has not commenced on said lot. The foregoing assessment, if imposed, shall be a lien on the property and shall carry the same lien encumbrance as any other lien under Florida Statutes.

5. Property herein described shall be restricted to residential uses only, excluding Common Areas which shall be used as designated. This restriction shall not apply to Model Homes or Sales Offices maintained in connection therewith.

6. No signs in excess of eight (8) square feet shall be permitted, EXCEPT on Builders' Model Center lots, on which signs shall be permitted up to thirty-two (32) square feet during the period that the lot is used for a Builder's Model.

7. Fences placed on the premises shall not exceed four (4) feet in height, and shall be constructed of non-opaque material, except that privacy fences around swimming pools and spas may be constructed to a height of six (6) feet and may be opaque. No fence shall extend into lakes or wetlands beyond the buffer limit for each lot as established by Southwest Florida Water Management District (SWFWMD) and shown on the plat of the subdivision.

8. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the SWFWMD.

9. No owner of the property within the subdivision may construct or maintain any building, residence or structure, or undertake to perform any activity in the wetlands, buffer areas and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4.

10. No animals other than dogs, cats, and other household pets, shall be permitted. Household pets shall be limited to a total of four (4). The premises herein described shall not be utilized for an animal pound, kennel, or breeding facility. Animals, when not on the owner's lot, must be on leashes.

11. No television, ham radio, or other communication antenna or satellite receiver dishes, shall be permitted in the subdivision; PROVIDED, only that, should cable television services not be available for an extended period of time, standard television antennae may be used until such service is resumed.

12. No permanent outdoor clothesline or outside clothes drying facility shall be permitted.

13. Mailboxes for rural mail delivery on individual lots in the subdivision are prohibited. Homeowners are required to use mailboxes provided by the U.S. Postal Service and placed at locations within the subdivision.

14. No residence building shall be moved onto any part of the above described property. No residence shall be constructed on any lot of materials not specifically approved by the Architectural Review Committee of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC. Under no circumstances shall outside walls be finished with tar paper or other materials of asphalt composition. Roofs shall be constructed of a high quality material.

15. As used in these covenants, the words "successors" and "assigns" shall not be deemed to refer to any individual purchase of a lot or lots in this subdivision from the Developer, but shall be deemed to refer to the successors or assigns of legal or equitable interest of the Developer who are designated as such by an instrument in writing signed by the Developer and recorded in the Public Records of Hernando County, Florida, and specifically referring to this provision of these covenants.

16. No activity, building, or construction shall be conducted on any lot within WOODLAND WATER, PHASE TWO, which is not in compliance with all local, county, and State building codes and zoning regulations and requirements.

17. In the event a residential unit or any portion thereof is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be started within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the owner(s). Plans and specifications for the repair and reconstruction must be approved by the Architectural Review Committee in accordance with paragraph 2 hereof.

18. No junk or salvage material shall be collected or placed on the premises herein described. No trash, garbage, or other waste materials shall be disposed of on the property, and all waste shall be kept in closed sanitary containers awaiting removal for disposal. Such containers may only be placed on the front of the lot on days of regularly scheduled sanitary service collection.

19. No vehicles of any description whatsoever shall be kept or maintained on the property if such vehicles are in an inoperable condition, unless totally enclosed within a structure on the property. The use of all-terrain-vehicles (ATV's) or other off-road, unlicensed vehicles of any description shall not be permitted within the subdivision.

20. Boats, travel trailers, and recreational vehicles of all types must be stored on the side or rear of lots away from streets. No such vehicle may be stored within the side setbacks of the lot or in front of the furthestmost projection of the residence toward the street. No travel trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used at any time for a residence, either temporary or permanent.

21. No oil drilling, mining, or refining operations shall be conducted on the premises, nor shall quarrying or mining operations of any kind be permitted upon any lot.

22. A minimum of not less than fifteen thousand (15,000) square feet of each lot shall, upon completion of the residence construction, be sodded and/or landscaped. The area aforesaid may include the residence and driveways, but must extend to street pavement and extend along the street pavement to the side lot line(s) or one hundred twenty-five (125') linear feet along the street pavement, whichever is less (or two hundred fifty (250') linear feet, whichever is less, if a corner lot). Provided, however, if a lot contains a wetlands area which extends to the building set back thereon, as described in paragraph 3, then the sodding requirement shall not extend to that portion of the lot between the street pavement and the said wetlands area. The sod and landscaping must be maintained in a healthy lush condition at all times, and dead or unhealthy sod or plants must be removed and replaced.

23. Each lot owner is required to install and maintain in good operable condition a sprinkler or irrigation system for the lawn and landscaping on the lot upon the completion of the construction of the residence. An irrigation well may (although not required) be drilled on the lot for this purpose. Irrigation pumps must be below ground or housed in an attractive, appropriate cover. Under no circumstances may residences be connected to irrigation wells.

24. The lots in these subdivisions shall be kept mowed, free of dead bushes and trees and other unsightly debris, and shall be kept in a generally neat and attractive condition at all times. The exterior of homes and other structures on lots must be kept in good repair and treated to maintain a neat, attractive appearance at all times.

25. Woodland Waters shall be designated as a "Wildlife Sanctuary", and the shooting, snaring, trapping, or taking of wildlife, other than fish, by any means whatsoever shall be strictly prohibited. Nothing contained herein shall prohibit the removal of any wild creature considered to be dangerous to the residents or domestic animals of this subdivision and any additions thereto.

26. These covenants, restrictions, and obligations are real covenants, restrictions, and obligations, and are to run with the land, and shall be binding on all parties and owners, and on all parties claiming under them for a period of thirty (30) years from the date these covenants, restrictions, and obligations are recorded. After such time, said covenants, restrictions, and obligations shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any ten-year period, an instrument in writing signed by the owners of seventy-five percent (75%) of the lots in this subdivision and additions has been recorded in the Public Records of Hernando County, Florida, which instrument shall agree to change, alter or rescind said covenants, restrictions, and obligations in whole or in part.

27. It is the responsibility of homeowners or lot owners to acquaint buyers or assigns with these restrictions and reservations, and any additions, amendments, or modifications hereto, when a resale of the home or lot occurs.

28. If any person, firm, or corporation, or their heirs, successors, or assigns shall violate or attempt to violate any of these restrictions before their expiration, it shall be lawful for any person or persons owning any part or parcel of the above-described land to prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including, but not limited to, attorneys' fees and costs.

29. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure or delay by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained, shall in no event be construed as the waiver of the right to do so.

30. The owner of each lot in this subdivision shall, by virtue of his/her ownership of said lot, be automatically a member of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., and shall be entitled to all of the rights and privileges of the ASSOCIATION and shall also be bound by all of the By-Laws, rules, regulations, and responsibilities of the ASSOCIATION as more fully set forth in the Additional Covenants, Conditions, and Restrictions recorded herewith.

31. This Declaration of Covenants, Conditions, and Restrictions may be adopted by reference for any additional phases of WOODLAND WATERS by Developer recording in the Public Records of Hernando County, Florida, a declaration of adoption. Thereafter, this Declaration of Covenants, Conditions, and Restrictions shall become binding and enforceable against any such additional phases.

32. The Developer hereby reserves unto itself the right to make minor amendments, modifications, clarifications, etc., to this Declaration of Covenants, Conditions, and Restrictions, at its discretion, for a period of five (5) years from the date hereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by due corporate authority the day and year first above written.

WITNESSES:

*Vivian Kay Nessler*  
\_\_\_\_\_  
VIVIAN KAY NESSLER  
*Paul H. Nessler, Jr.*  
\_\_\_\_\_  
PAUL H. NESSLER, JR.

TOOKE LAKE JOINT VENTURE, a Florida General Partnership

BY: SWARTSEL PROPERTIES, INC. a Florida Corporation, as General Partner

By *E. F. Swartzel*  
\_\_\_\_\_  
E. F. Swartzel, as President

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that before me, an officer duly qualified to take acknowledgements, personally appeared E. F. Swartzel, as President of SWARTSEL PROPERTIES, INC., a Florida Corporation, as General partner of TOOKE LAKE JOINT VENTURE, a Florida General Partnership, to me known to be the individual who executed the foregoing instrument, and he acknowledged before me that he executed same for the purposes expressed therein, and that said execution was the act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 24th day of February, 1994.

*Paul H. Nessler, Jr.*  
\_\_\_\_\_  
Notary Public  
PAUL H. NESSLER, JR.

