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HERNANDO COUNTY, FLORIDA

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KAREN NICOLAI, CLERK

Gloria Williams

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**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR OAKWOOD ACRES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKWOOD ACRES is made effective as of March 21, 2001, by GLORIA WILLIAMS, CARL HANSEN, VANESSA HANSEN, JOSHUA WHITNEY, MARNIE WHITNEY, JOYCE SULLIVAN and WILLIAM SULLIVAN, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer is the owner of the real property ("Property") legally described on Exhibit "A" to this Declaration and desires to create thereon an exclusive residential community to be known as **OAKWOOD ACRES** which has been partially subdivided in accordance with the County Class I unrecorded subdivision process of Hernando County, Florida.

WHEREAS, Developer desires to insure the attractiveness of the individual lots and common facilities within **OAKWOOD ACRES**; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; to provide for the maintenance of common areas and other community facilities; and, to this end, desires to subject the Property together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in **OAKWOOD ACRES** and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, Developer has incorporated under the Laws of the State of Florida, as a non-profit organization, the **OAKWOOD ACRES PROPERTY OWNERS' ASSOCIATION, INC.**, for the purpose of exercising the aforesaid functions within **OAKWOOD ACRES**.

NOW, THEREFORE, the Developer declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1.1 "Association" means the **OAKWOOD ACRES PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida corporation not for profit, organized under Chapter 617, Florida Statutes (1981).

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Section 1.2 "Property" means the real estate described on Exhibit "A" attached hereto and such other real estate as may be hereafter added to the coverage of this Declaration.

Section 1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

Section 1.4 "Common Properties" means the areas of the Property designated as such on the original plat of said Property filed in the Public Records of Hernando County, Florida and as subsequently subdivided pursuant to the Hernando County Class I unrecorded subdivision process, or otherwise intended for common use and enjoyment by the Owners, including but not limited to the entranceway to the Property, any security gates, the roadway and streets (whether or not dedicated to Hernando County), any easements herein granted to the Association, landscaped road right-of-way, walkways, signs, areas, and other facilities. All Common Properties shall be conveyed in fee simple to the Association as hereinafter provided.

Section 1.5 "Developer" means **GLORIA WILLIAMS, CARL HANSEN, VANESSA, HANSEN, JOSHUA WHITNEY, MARNIE WHITNEY, JOYCE SULLIVAN and WILLIAM SULLIVAN**, and their successors as developer of the Property, but excluding owners of Lots not specifically assigned Developer's rights hereunder.

Section 1.6 "Lot" means each numbered lot as established by the recorded and unrecorded plat of the Property.

Section 1.7 "Owner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Owners, jointly and severally. The Developer is considered an Owner with respect to each Lot from time to time owned by such Developer.

Section 1.8 "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 1.9 "Person" means any natural person or artificial entity having legal capacity.

Section 1.10 "Supplemental Declaration" means any declaration of restrictions hereafter recorded for the purpose of extending the provisions of this Declaration to all or any additional property.

Section 1.11 "Declarations" means this Declaration and all Supplemental Declarations, as from time to time amended.

Section 1.12 "The Work" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of entrance walls, landscaping, streets, buildings, and other improvements and the sale or other disposition in parcels or as completed Lots.

Section 1.13 "Unit" or "Dwelling" means the single-family residences constructed on the Lots.

Section 1.14 "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

Section 1.15 "By-Laws" means the By-Laws of the Association and its successors, as amended from time to time.

Section 1.16 "Plat" means the plat of subdivision of the Property recorded in the Public Records of Hernando County, Florida, or the unrecorded plat pursuant to the County Class I unrecorded subdivision process, as indicated in the preface statements to this Declaration.

Section 1.17 "Interpretation". Unless the context expressly requires otherwise: (i) the use

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of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 1.18 "Documentation". The legal documentation for **OAKWOOD ACRES** consists of this Declaration, all Supplemental Declarations, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing hereafter made.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property. The Property shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. These covenants and restrictions are to run with the land regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed, and shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty (30) years from the date of recording, after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots, has been recorded, agreeing to terminate or change same in whole or in part.

ARTICLE III: GENERAL PROPERTY RIGHTS AND RESTRICTIONS

Section 3.1 All Rights and Easements are Appurtenances. The benefit of all rights and easements granted herein, or by any Supplemental Declaration, constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive, kits benefit nevertheless is exclusive to all Lots granted such benefit by this Declaration, or by such Supplemental Declaration, unless this Declaration, or such Supplemental Declaration, expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 3.2 Utility and Other Easements.

3.2.1 The Developer has identified areas on the Plat for use by the providers of utility services to the Lots for the construction and maintenance of their respective facilities servicing the Property. Developer hereby grants to such utility companies, jointly and severally, easements for such purpose. Such utility companies as well as the Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over the easements created on any Lot for all activities appropriately associated with the purposes of said easements. The Developer, and its assigns, Withlacoochee River Electric, BellSouth Telephone Company and their respective assigns, all Owners and tenants of Lots, and the Owners together with their respective invitees, agents, employees, licensees and contractors, shall have the right of ingress and egress over the easements as depicted on the Plat. All electric, telephone and cable television franchisees are hereby granted the right to install their respective services in the outer ten (10) feet on both sides of each street, and to enter upon said streets for the installation and maintenance thereof. Developer or its assigns reserves the right to grant such further easement rights to others in the future.

3.2.2 Within the easements shown on the Plat, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is

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given. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to cut drain ways for surface water wherever and whenever such action may appear to Developer to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a Lot which are not located within the specific easement area designated on the plat or in these covenants. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto adjacent parcels. The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, provided that such wall and landscaping shall not unreasonably interfere with ingress and egress and provided further that any such wall and/or landscaping shall be maintained by the Association.

3.2.3 Easements over, under across and through each Lot are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

Section 3.3 Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Section 3.4 Limitations to Easement Rights. The rights and easements of enjoyment created herein for the benefit of the Owners shall be subject to the following:

3.4.1 The right of the Association to limit the use of the Common Properties to Owners, their families and guests.

3.4.2 The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

3.4.3 The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless entitled to at least a majority of the total provided that this paragraph shall not preclude the Board of the Association from granting easements for the installations and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership.

3.4.4. The right of the Association to impose reasonable rules, covenants and restrictions in respect to the use of the Common Properties in addition to those set forth herein.

Section 3.5 General Restrictions. The following restrictive covenants (in addition to the architectural requirements set forth in Section 4.1) are hereby imposed as covenants running with the land and binding upon all future Owners:

3.5.1 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the public records. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with installation of maintenance of utilities or which may obstruct, retard or change the direction of the flow of water through drainage swales. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the premises, except for those improvements for which a public utility company or public authority is responsible.

3.5.2 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except

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not be allowed in said subdivision.

3.5.13 Once a Lot has been sold by the Developer, the same shall be maintained in good appearance and free from rubbish. During construction, each Lot shall be kept in a neat and orderly condition.

3.5.14 Any Dwelling or other structure on any Lot which is destroyed in whole or in part must be rebuilt or completely removed within one (1) year. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days.

3.5.15 Developer hereby reserves the right to build and maintain a model home and sales center on properties retained by the Developer. This right may be assigned by Developer to other builders.

ARTICLE IV: ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

Section 4.1 **Architectural and Construction Restrictions.** The following restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration.

4.1.1 No Dwelling shall be placed or erected on a Lot unless it shall have a floor area, exclusive of open air porches, terraces, and balconies (i.e., non-air conditioned or not enclosed by solid walls) and garages of not less than One Thousand Eight Hundred (1,800) square feet.

4.1.2 Each Dwelling shall be constructed with an enclosed garage for a minimum of two (2) cars. No garage shall be erected on any Lot prior to the construction of a Dwelling.

4.1.3 Swimming pools and screened enclosed structures may be constructed on any Lot contiguous to a Dwelling, but only in compliance with Hernando County Building Regulations and the set-back requirements herein. No above ground or non-permanent type pools shall be allowed and no pools shall be located in a front yard. Any swimming pool shall be subject to the requirements of the Committee, which include, but are not limited to the follows:

- a. Composition shall be of material thoroughly tested and accepted by the industry for such construction;
- b. Any lighting of a pool or other recreation area shall be designed with a buffer to screen the adjoining Dwelling from the lighting.

4.1.4 Upon completion of a Dwelling on a Lot, the Lot Owner shall plant, maintain and if and when necessary replace on his Lot appropriate ground cover to cover areas of the Lot disturbed by construction (i.e., areas not covered by driveways, walkways, structures, plants, trees and mulch).

4.1.5 Each Owner shall protect the pavement, walks, street shoulders, swales, and utility and drainage structures within the Lots and/or the right-of-way from damage. In the event of damage caused by Owner, the Association may repair the damage and charge Owner for the cost thereof, which shall be payable by Owner within thirty (30) days after billing. In addition, Owner shall not cause any damage to any other parts of the subdivision. Owners agrees to keep pedestrian and road right-of-way free of equipment and building materials.

4.1.6 Only single family dwellings shall be erected upon lots in **OAKWOOD ACRES**. The property is to be used for the building of residential dwellings only. Mobile homes, manufactured housing and prefab structures will not be permitted on any lots in **OAKWOOD ACRES**.

4.1.7 All structures must be constructed of new materials, whether it be conventional concrete block or wood frame. Only out buildings complimentary to the principal residence will be

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4.1.8 None of the residential lots shall, at any time, be divided into less than one acre building sites. A single lot together with contiguous portions of adjacent lots may be used for one building site. In such event, all the restrictions herein contained shall apply as to a single lot.

4.1.9 Any building or any part thereof including garages, carports and porches shall not be erected on any parcel nearer than 50 feet to the front street line; within 10 feet from either side line of said parcel; or within 35 feet to the rear line; however, that in the case of corner lots, the setback from the side street line shall not be less than 50 feet. When more than one lot is used as a single building site, side parcel lines shall refer only to the lines bordering the adjoining owner's lot lines.

4.1.10 The street side of any homesite may only have a four foot in height three panel vinyl type fence. The panel vinyl type fence must be the same type as the fence at the entrance and along Gloucester Road. The use of fences shall be limited to a maximum height of six feet above ground level.

4.1.11 All trash, garbage cans, water pumps, tanks, etc. shall be screened from view as to front and side of dwellings.

4.1.12 Each parcel or plot, whether or not occupied, shall be maintained and free of refuse, debris and garbage which may be considered a fire or health hazard.

4.1.13 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the public records. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with installation of maintenance of utilities or which may obstruct, retard or change the direction of the flow of water through drainage swales. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the premises, except for those improvements for which a public utility company or public authority is responsible.

4.1.14 These covenants and restrictions shall run with the land and remain binding on all owners and all persons claiming under them.

4.1.15 These restrictions may be modified or amended at any time by an instrument in writing executed by 75% of current lot owners. Each lot counts as one vote.

4.1.16 If the owners of any lots, or their heirs, or assigns shall violate any of the covenants or restrictions herein, any person or person owning any of the other lots in said development may pursue any remedy at law and/or initiate a complaint with the proper authority against the individuals or entity violating or attempting to violate any such covenants or restrictions.

4.1.17 Each of the covenants herein is independent of all others and the invalidation of one of these covenants and/or restrictions shall in no way effect any of the others.

4.1.18 All Lot owners agree to pay present and future expenses imposed by the property owners' association for lighting, maintenance of the entrance, and mowing.

4.1.19 The property owners' association has final approval of building plans and all improvements to Lots and common areas.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 5.1 **Membership.** Every Owner of a Lot that is subject to assessment under Article VII of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by

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BK: 1505 PG: 1425

conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession. Any Lot owner who owned a Lot prior to the formation of the Property Owners' Association may elect to become a member of the Association by making such request in writing to the Association and upon approval by the Association's Board of Directors, shall become a Member and will thereafter be subject to the terms and conditions stated herein.

Section 5.2 Voting. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except the Developer. The Class B member shall be the Developer. Upon termination of Class B membership, as provided below, Class A members are all Owners, including Developer so long as such Developer is an Owner. All members, Class A or Class B, are entitled to cast one vote for each Lot owned; but, as provided in the Association's Articles, the Class B members are entitled to elect the Association's directors until termination of Class B membership.

Section 5.3 Co-Ownership. If more than one person owns an interest in any Lot, all such persons are members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 5.4 Class B Termination. The Class B membership will terminate and convert automatically to Class A membership upon the happening of any of the following, whichever occurs first:

5.4.1 The Developer conveys other than to a successor developer, all of its respective right, title and interest in and to all the Lots of **OAKWOOD ACRES**. For purposes of this provision, a Lot shall be considered conveyed when the deed is duly recorded.

5.4.2 The Developer records a disclaimer of its respective Class B membership. Upon termination of Class B membership, all provisions of the Declaration, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

Section 5.5 Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration, or any Supplemental Declaration. Developer intends the provisions of this Declaration and any applicable Supplemental Declaration on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any applicable Supplemental Declaration, control anything in the Articles or By-Laws to the contrary.

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ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1 Association. The Association shall govern, make rules and regulations, control and manage the Lots, and Common Properties pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. Developer shall have the sole right and discretion to convey to the Association title to those portions of the common areas, entranceways, streets, roads, easements, walls and walkways which Developer deems appropriate, including improvements thereon, and upon such conveyance, which shall be by deed duly recorded

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in Hernando County, Florida, the Association shall assume all ownership of the same and shall thereafter properly maintain the same at its expense. The Association shall at all times pay the real property ad valorem taxes and any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for maintenance, repair, upkeep and replacement of Common Properties and facilities which may be located thereon as follows:

6.1.1 Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. The Developer, while in control of Association, does not intend to hire or pay for security guard(s).

6.1.2 Maintain the Common Properties in good condition and repair (including but not limited to the detention ponds as shown on the Plat) and pay the ad valorem taxes and governmental liens assessed against the Common Properties and obtain and pay the premium for public liability insurance as to said Common Properties. Said insurance policy(s) shall be in the name of the Association and Developer for the benefit of the Association and Developer and members and such other parties as the Association determines. The aforesaid insurance policy shall be in such amounts, subject to such conditions and contain such provisions including deductible provisions as the Board determines in their sole discretion. The Board may obtain such other type of insurance as they deem advisable. The roadways within the Property shall be maintained as Common Property of the Association even though it may be dedicated to public use and subject to governmental maintenance obligations.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or By-Laws of the Association. A regular assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

Section 6.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract the management of the Association and the Common Property further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

ARTICLE VII: ASSESSMENTS

Section 7.1 Assessments Established. For each Lot within **OAKWOOD ACRES**, each Owner of any Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association:

7.1.1 An Annual Assessment, as defined in Section 7.2; and

7.1.2 Special Assessments, as defined in Section 7.5; and

7.1.3 Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration, or applicable Supplemental Declaration, as provided in Section 7.6; and

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7.1.4 All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which reach assessment is made as provided in Section 7.8. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner's successors in title upon transfer of a Lot while delinquent assessments are outstanding. Resubdivision of a Lot permitted hereunder shall not affect the obligation of the resubdivided parcel to pay a pro-rata fee so that the total revenues collected are that which would have been collected had there been no resubdivision.

Section 7.2 General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, the operation and management of the Association and the Common Properties. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association on the first day of the month following the closing of the purchase of the respective Lot by the Owner. The General Assessment shall be \$60.00 per year per lot, which sum will remain in effect until a different General Assessment may be determined as provided herein. The amount of the annual General Assessment shall be fixed by the Board at least thirty (30) days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment and the assessment for the first fiscal year of the Association, written notice of the amount of the General Assessment should be given to every Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment must be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable assessment period without penalty or other consideration. At the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

Section 7.3 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

Section 7.4 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or any applicable Supplemental Declaration, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 7.5 Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform throughout **OAKWOOD ACRES.**

Section 7.6 Commencement of General Assessments. The General Assessment as to each Lot owned by an Owner other than the Developer commences on the first day of the month following the closing of the purchase of the respective Lot by the Owner from the Developer. In the event of transfer of the Lot during a year, the fee shall be pro-rated.

Section 7.7 Developer's Assessment and Management. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Developer hereby reserves the right to manage and operate the Association and the Property until such time as the Class B membership has terminated. During said period, Developer shall pay all common expenses, and, as reimbursement for its management services and for paying such common expenses, Developer shall not be required to render an accounting of income and expenses incurred during said period, except as may be required by law. Upon assignment by Developer to the Association of the right to manage

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and operate the Association, the Association will be required to keep correct and complete books of account and render a yearly accounting of income and expenses to its members.

Section 7.8 Remedies of Association and Lien for Assessment. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) percent per annum or such other rate as may be from time to time determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot and improvements thereon. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such lot in favor of the Association. Such lien is subject and inferior to the Lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section 7.8, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a notice of lien for the purpose of further evidencing the lien established by this Article but neither the recording of nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 7.9 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owen for such deficiency.

Section 7.10 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any valid Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due, or from their lien. The Association may give any encumbrancer of record thirty (30) days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 7.11 Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvements and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 7.12 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or assessment against a specific Lot

Handwritten signatures and initials:
 WDS
 MW
 JWP
 BSW
 BT
 CBT

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BK: 1505 PG: 1429

have been paid and, if not, the unpaid balance(s).

ARTICLE VIII: GENERAL PROVISIONS

Section 8.1 Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot shall specifically contain a reference to the same being subject to these covenants and restrictions.

Section 8.2 Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration, or any Supplemental Declaration, or both. If the Association or any person entitled to enforce any of the provisions of this Declaration, or any Supplemental Declaration, is the prevailing party in any litigation involving this Declaration, or any Supplemental Declaration, or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for trial and appellate proceedings, if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot. Failure by the Association or by any Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 8.3 Amendment. Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which Developer has conveyed ninety (90%) percent of the Lots on the Property. Two (2) years after Developer has conveyed ninety (90%) percent of the Lots on the Property, this Declaration may be amended, rescinded, or terminated by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than Owners of ninety (90%) percent of all Lots. Developer shall have the sole right and discretion to convey to the Association title to those portions of the common areas, entranceways, waterways, streets, roads, easements, walls and walkways which Developer deems appropriate, including improvements thereon, and upon such conveyance, which shall be by deed duly recorded in Hernando County, Florida, the Association shall assume all ownership of the same and shall thereafter properly maintain the same at its expense. No amendment is effective until recorded; and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless one hundred (100%) percent of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding anything to the contrary herein, by a majority vote, the Association, may at any time, amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of the Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board.

Section 8.4 Rights of Mortgagees. Any Mortgagee has the following rights:

8.4.1 During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

8.4.2 Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

8.4.3 Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association, provided, however, the Association may make a reasonable charge to defray kits costs incurred in providing such copies.

Handwritten signatures and initials:
 WDS
 JW
 GP
 P/SW
 CW
 RH
 CR

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8.4.4 To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any Mortgagee also is entitled to receive any notice that is required to be given to Class A members of this Association under any provision of this Declaration, or any Supplemental Declaration, or the Association's Articles or By-Laws.

Section 8.5 Variances. Until termination of the Class B membership, the absolute right and discretion is hereby reserved to Developer and thereafter reserved to the Association to grant variances with respect to individual Lots from the obligations of Articles III and IV in cases where not to grant such variance would create hardship in the opinion of Developer (or the Association once Class B Membership is terminated) or where such variances would be in keeping with the spirit and intent of this Declaration and would not materially adversely affect any neighboring Lot or the Property as a whole. Such variances, if granted, shall be granted upon application to the Developer (or to the Association after Class B Membership terminates) by the Owner in writing setting forth in detail the variance requested and reasons therefor. Copies of each application for variance shall be forwarded (certified mail-return receipt requested) to each Owner of a Lot which adjoins or fronts on the Lot for which the variance is requested. If appropriate, any such variance shall be granted by Developer (or by the Association after Class B Membership terminates) in writing, and shall be executed by Developer (or by the Association after Class B Membership terminates) and the Owner with the formalities of a deed and recorded in the Public Records of Hernando County, Florida, to become effective.

Section 8.6 Severability. Invalidation of any particular provision of this Declaration, or any Supplemental Declaration, by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, or any Supplemental Declaration, when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Subdivision.

Section 8.7 Assignment of Developer's Rights. Developer reserves the right to assign all or any portion of its rights and privileges under this Declaration pro tanto, to any other person or entity who acquires all or any portion of the Property.

ARTICLE IX: CABLE TELEVISION DISCLOSURE

Section 9.1 Cable Television. The Association may enter in a Bulk Rate Cable Television Agreement for the provision of cable television services to all Lots within the Property. To facilitate cable television service, all homes shall be pre-wired for cable television. Ownership of all lines and equipment comprising the cable television system, except those located within any home or building but including those installed within any Lot, (the "System"), shall be and remain the personal property of the cable television provider. No portion of the System shall become a fixture of the Lot and Members shall have no ownership interest in any portion of the System. No party other than the cable television provider shall be permitted to use any portion of the System including, without limitation, any portion of the System installed within a Lot, without the cable television provider's prior written consent, which consent may be withheld by the cable television provider in its sole and absolute discretion. Upon termination of the Bulk Rate Cable Television Agreement, the cable television provider may, but shall not be required to, remove all or any portion of the System after reasonable notice to the Association and all Members, provided no material or substantial injury to real property would result from such removal. In no event, however, shall the cable television provider be deemed to have abandoned the System and the cable television provider may continue to use the System to provide cable services on an individual subscriber basis. The cable television provider is hereby granted an easement to own, operate and maintain the cable television wires and other portions of the System and for ingress and egress to and from the same within each Lot without cost to the cable provider.

WDS
 MW
 JW
 JH
 CW

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IN WITNESS WHEREOF, Developer has duly executed this instrument this 21st
 day of March, 2001.

[Signature]
 Witness

[Signature]
 Witness

Gloria S. Williams
 GLORIA WILLIAMS

[Signature]
 Witness

[Signature]
 Witness

Carl Hansen
 CARL HANSEN

[Signature]
 Witness

[Signature]
 Witness

Vanessa Hansen
 VANESSA HANSEN

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 JOSHUA WHITNEY

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 MARNIE WHITNEY

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 WILLIAM SULLIVAN

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 JOYCE SULLIVAN

STATE OF FLORIDA

COUNTY OF Hillsborough** OFFICIAL RECORDS **
BK: 1505 PG: 1432

The foregoing instrument was acknowledged before me by **GLORIA WILLIAMS** who is personally known to me or who produced a driver's license as identification. *Gloria Williams*

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public

Typed/Printed Name

Commission Expiration

Commission Number



Colleen P. Smith

My Commission CC779967

Expires October 4, 2002

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by **CARL HANSEN and VANESSA HANSEN** who are personally known to me or who produced drivers' licenses as identification.

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public

Typed/Printed Name

Commission Expiration

Commission Number



Colleen P. Smith

My Commission CC779967

Expires October 4, 2002

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by **JOSHUA WHITNEY and MARNIE WHITNEY** who are personally known to me or who produced drivers' licenses as identification. *Marnie Whitney*

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public

Typed/Printed Name

Commission Expiration

Commission Number



Colleen P. Smith

My Commission CC779967

Expires October 4, 2002

Handwritten signatures and initials:
 upy
 ju
 mw
 gsw
 cut
 AH

STATE OF FLORIDA
COUNTY OF Hillsborough

**** OFFICIAL RECORDS ****
BK: 1505 PG: 1433

The foregoing instrument was acknowledged before me by **WILLIAM SULLIVAN and JOYCE SULLIVAN** who are personally known to me or who produced drivers' licenses as identification.

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith
Notary Public
Typed/Printed Name
Commission Expiration
Commission Number



Colleen P Smith
My Commission CC779987
Expires October 4, 2002

Handwritten notes:
used for go new policy car
HH

Joyce Sullivan
Witness

Gloria Williams
Witness

[Signature]
JOSHUA WHITNEY

** OFFICIAL RECORDS **
BK: 1424 PG: 146

Joyce Sullivan
Witness

Gloria Williams
Witness

[Signature]
MARNIE WHITNEY

Joyce Sullivan
Witness

Gloria Williams
Witness

[Signature]
WILLIAM SULLIVAN

[Signature]
Witness

Gloria Williams
Witness

Joyce Sullivan
JOYCE SULLIVAN


STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by **GLORIA WILLIAMS** who is personally known to me or who produced a driver's license as identification. Gloria Williams

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public
Typed/Printed Name
Commission Expiration
Commission Number

 Colleen P Smith
My Commission CC779987
Expires October 4, 2002

[Handwritten initials]

STATE OF FLORIDA
COUNTY OF Hillsborough

**** OFFICIAL RECORDS ****
BK: 1424 PG: 147

The foregoing instrument was acknowledged before me by **CARL HANSEN and VANESSA HANSEN** who are personally known to me or who produced drivers' licenses as identification.

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public
Typed/Printed Name
Commission Expiration
Commission Number



Colleen P Smith
My Commission CC779967
Expires October 4, 2002

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by **JOSHUA WHITNEY and MARNIE WHITNEY** who are personally known to me or who produced drivers' licenses as identification.

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public
Typed/Printed Name
Commission Expiration
Commission Number



Colleen P Smith
My Commission CC779967
Expires October 4, 2002

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by **WILLIAM SULLIVAN and JOYCE SULLIVAN** who are personally known to me or who produced drivers' licenses as identification.

Witness my hand and official seal on the 21 day of March, 2001.

Colleen P. Smith

Notary Public
Typed/Printed Name
Commission Expiration
Commission Number



Colleen P Smith
My Commission CC779967
Expires October 4, 2002

Handwritten notes:
for WBS
JWS
MW
CWS

<u>LOT #</u>	<u>SUBDIVISION</u>
1A	OAKWOOD ACRES
1B	OAKWOOD ACRES
2	OAKWOOD ACRES
3A	OAKWOOD ACRES
3B	OAKWOOD ACRES
3C	OAKWOOD ACRES
5B	OAKWOOD ACRES
6A	OAKWOOD ACRES
6B	OAKWOOD ACRES
6C	OAKWOOD ACRES
8A	OAKWOOD ACRES
8B	OAKWOOD ACRES
8C	OAKWOOD ACRES
9A	OAKWOOD ACRES
9B	OAKWOOD ACRES
9C	OAKWOOD ACRES
10A	OAKWOOD ACRES
10B	OAKWOOD ACRES
11A	OAKWOOD ACRES
11B	OAKWOOD ACRES
11C	OAKWOOD ACRES
12A	OAKWOOD ACRES
12B	OAKWOOD ACRES
13B	OAKWOOD ACRES
14A	OAKWOOD ACRES
14B	OAKWOOD ACRES
15A	OAKWOOD ACRES
15B	OAKWOOD ACRES
15C	OAKWOOD ACRES
16A	OAKWOOD ACRES
16B	OAKWOOD ACRES
17B	OAKWOOD ACRES
17C	OAKWOOD ACRES
18A	OAKWOOD ACRES
19A	OAKWOOD ACRES
19B	OAKWOOD ACRES
20A	OAKWOOD ACRES
21A	OAKWOOD ACRES
22	OAKWOOD ACRES
27	OAKWOOD ACRES
28	OAKWOOD ACRES
34B	OAKWOOD ACRES
35A	OAKWOOD ACRES
35B	OAKWOOD ACRES

**** OFFICIAL RECORDS ****
BK: 1424 PG: 148

35C OAKWOOD ACRES
38A OAKWOOD ACRES
38B OAKWOOD ACRES
38C OAKWOOD ACRES
42A OAKWOOD ACRES
42B OAKWOOD ACRES
46A OAKWOOD ACRES
46B OAKWOOD ACRES
46C OAKWOOD ACRES
47A OAKWOOD ACRES
47B OAKWOOD ACRES
48A OAKWOOD ACRES
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49A OAKWOOD ACRES
49B OAKWOOD ACRES
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51A OAKWOOD ACRES
51B OAKWOOD ACRES
51C OAKWOOD ACRES
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56A OAKWOOD ACRES
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60A OAKWOOD ACRES
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66C OAKWOOD ACRES
67A OAKWOOD ACRES
67B OAKWOOD ACRES
69B OAKWOOD ACRES
77A OAKWOOD ACRES
77B OAKWOOD ACRES
78A OAKWOOD ACRES
80A OAKWOOD ACRES
80B OAKWOOD ACRES
81A OAKWOOD ACRES
82B OAKWOOD ACRES

**** OFFICIAL RECORDS ****
BK: 1424 PG: 149

85A OAKWOOD ACRES
85B OAKWOOD ACRES
85C OAKWOOD ACRES
90 OAKWOOD ACRES
94A OAKWOOD ACRES

**** OFFICIAL RECORDS ****
BK: 1424 PG: 150

All being part of Oakwood Acres Subdivision as recorded in Plat Book 15, Page 98-103, inclusive of public records of Hernando County, Florida.