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FILE #2001-0012-RBF/GG/SH

*Return to  
Chellean*  
**\*\* OFFICIAL RECORDS \*\***  
**BK: 1424 PG: 143**

**FILE# 2001-025220**  
**HERNANDO COUNTY, FLORIDA**

**RCD 06M 01 2001 08:34am**  
**KAREN NICOLAI, CLERK**

*R. M. 590*  
**DEED RESTRICTIONS FOR OAKWOOD ACRES**

The following is a summary of the Construction Restrictions established by the **OAKWOOD ACRES** Declaration, which will run with the land and be binding upon all future owners:

1. Only single family dwellings shall be erected upon those lots in **OAKWOOD ACRES** identified on Exhibit "A". 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**.
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 such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot. No Owner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of insurance as to other Owners.
3. The Developer may place any type of temporary structure on any Lot at any time to aid in Developer's construction and/or sales activities.
4. No Lot shall be used or maintained as a dumping ground for rubbish. No accumulation of debris, rubble, piles of dirt or fill or other unsightly material shall be allowed to accumulate or be deposited on any Lot. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the applicable ordinances of Hernando County, Florida. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
5. No boat, boat trailer or travel trailer shall be stored on any property except in a closed garage or in back of a lot covered by a carport or cover. This shall not, however, apply to commercial vehicles temporarily parked while on business in the subdivision. No commercial trucks may be stored or parked on the property. No unlicensed vehicles may be parked in the open. No repair work on commercial trucks shall be performed on the premises. Commercial trucks include but are not limited to semi tractor trailer trucks.
6. All utility lines and lead-in wires, cable television lines, including but not limited to, electrical lines and telephone lines, located within the confines of any Lot, shall be located underground, except for existing improved properties as of this date. However, nothing herein contained shall prevent an above ground temporary power line to a residence during the period of construction.
7. Clotheslines are permitted only in the back one-half of the lots.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent. During the course of selling the developed lots within the subdivision, the developer reserves the right to display a suitable sign, at his option, of not more than 60 square feet. All signs must be maintained in good condition at all times and must be removed upon termination of their use. This provision shall not apply to the Developer.
9. All homeowners must own one lot for their homesite. If the owner maintains horses, then for

each horse an additional lot must be purchased. Regular household pets will be permitted, if not raised for commercial purposes. Chickens, pigs/hogs and dog kennel business will not be allowed in said subdivision.

10. 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.
11. 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 sightly condition within sixty (60) days.
12. 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.
13. 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.
14. Each Dwelling shall be constructed with an enclosed garage for a minimum of two (2) cars
15. Swimming pools and screened enclosed structures may be constructed on any Lot, 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. Composition shall be of material thoroughly tested and accepted by the industry for such construction. Any lighting of a pool or other recreation area shall be designed with a buffer to screen the adjoining Dwelling from the lighting.
16. 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).
17. 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 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.
18. 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 permitted.
19. 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.
20. 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.
21. 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.

above ground level.

22. All trash, garbage cans, water pumps, tanks, etc. shall be screened from view as to front and side of dwellings.
23. 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.
24. These covenants and restrictions shall run with the land and remain binding on all owners and all persons claiming under them.
25. 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.
26. 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.
27. 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.

Dated this 21 day of March, 2001.

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
GLORIA WILLIAMS

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
CARL HANSEN

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
VANESSA HANSEN

*for CDS [Signature]  
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