

10-101

WELSER

LAKE DAVIS ESTATES SUBDIVISION
DECLARATION OF RESTRICTIONS

Real Property Acquisition and Development Corporation, a Florida Corporation, the undersigned, are owners of all the lots in Lake Davis Estates Subdivision according to the plat thereof as recorded in Plat Book 11, Pages 118 to 119 of the Public Records of Citrus County, Florida, do hereby impress upon said land restrictions as hereinafter set forth:

Lake Davis Estates has been established to provide beautiful restricted residential homesites.

1. No structure shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling and accessory buildings such as garages, side entrance carports, garden houses and the like. There shall not exist on any lot at any time more than one residence. No trailers, basement, tents, shacks, garage, barn or other out-building or any structure of a temporary character erected on any lot shall at any time be used as a residence, either temporarily or permanently. No structure on any lot shall be higher than a two story house.

2. No building shall be erected, placed or permitted to remain on any lot which has an area less than 20,000 square feet. No part of any building shall be located nearer than 25 feet to the front lot line or nearer than 25 feet to the rear lot line or nearer than 10 feet from a side lot line, except that lots abutting on two streets, roads, highways, or arteries, no part of the building shall be nearer than 25 feet from the front line and 25 feet from the side street, road highway or artery. Easements and rights-of-way are hereby reserved unto Lake Davis Estates, for the construction, installation and maintenance of any and all utilities, such as electric lights, gas line, drains, sewer, roads, water supply line, telephone and telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a 7½ foot width along the rear and side lines of every lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines".

3. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of the commencement of construction.

4. Right of access is hereby reserved to Lake Davis Estates, for general improvements of any person's premises or premises of Lake Davis Estates, but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.

5. No dwelling containing less than 1200 square feet of living area (not including garage, side entrance carports and accessory buildings) shall be permitted on any lot. Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Florida, and all government agencies having jurisdiction.

6. No structure, docks, swimming pools, or swimming pool enclosures, shall be erected, altered placed or permitted to remain nor shall construction commence on any lot until the design, house plans and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by an Architectural Committee to be designated from time to time by the owners of Lake Davis Estates. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant at any time. In the case of swimming pools and swimming pool enclosures the Architectural Committee shall have the right to waive, modify or alter the setback requirements herein included. In the event that there is no committee in existence with authority to act as stipulated herein, or in the event that such committee or its designated representatives fail to approve or disapprove any design and location or the kinds of material to be used in a structure within thirty (30) days after written request to do so, then such approval of the committee or its designated representatives will not be required. In no event will the required approval be unreasonably withheld, nor will any charge be made for said approval.

7. No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Pets to be restricted to owners premises.

8. No fence, hedge or structure shall be erected or maintained on the premises which shall unreasonably restrict, or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of Lake Davis Estates. For this purpose, any fence or hedge erected or maintained which shall exceed four feet in height must have prior approval of the Architectural Committee.

9. No fence, sign wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines extended. The same sight lines limitations shall apply on any lot or tract within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained by the property owner at sufficient height to prevent obstruction of such sight lines.

10. No sign or advertisement of any kind, other than name plates or professional signs not to exceed on square foot in area, shall be erected or maintained on the premises without the written approval of the Architectural Committee.

11. Sale of the above described lots shall include all rights of Lake Davis Estates, in and to the street, road or highway fronting on the same to the center line, subject, however, to the rights of all others to the use of same as public or private highways. The developers of Lake Davis Estates, hereby reserves the right to dedicate to public use any or all streets, roads and highways abutting the property effected hereby and elsewhere in Lake Davis Estates, without the consent of any owner of the property in the subdivision.

12. No lot shall be used in whole or in part for any commercial purpose. Nor shall any lot be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become nuisance to the neighborhood.

13. Rubbish and garbage must be kept in suitable containers and moved from lots in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on lots or any part of Lake Davis Estates, except in such places as may be specifically designated and approved for such purposes by the county or municipal authorities.

14. The developers of Lake Davis Estates, reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plat hereinabove described, provided such change or replat shall not interfere with ingress or egress to the property of any lot not owned by the developers of Lake Davis Estates, or alter the size of any lot not owned by the developers of Lake Davis Estates.

15. All of the reservations, restrictions, easements and conditions contained herein shall be deemed covenants running with the land described hereinabove and shall be binding upon all successive owners thereof and all persons claiming under until January 1, 2009, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by a vote of majority of the then owners.

16. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In addition to the foregoing, the subdivisor, its successors or assigns, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in these protective covenants, however long continued prior or subsequent thereto and shall not bar or affect its enforcement.

17. The developers of Lake Davis Estates, shall maintain the right to amend or change any and all of the protective covenants contained herein whenever there may be a need for such a change.

18. Invalidity of any one of the covenants contained herein by judgment, court order or for any other reason shall in no way affect any of the other covenants all of which shall remain in full force and effect.

19. All lot owners shall pay the sewer connection fee within ninety (90) days should such system become available, and the payment of such connection fee shall be secured by a lien on the property.

20. All lots extending between and having frontage on a main and secondary artery shall limit the vehicular access to the secondary artery.

21. The developers of Lake Davis Estates, shall have the following right of repurchase: Any resale of lots made subsequent to the initial sale by the developers of Lake Davis Estates, shall be first offered to the developers of Lake Davis Estates, for purchase upon the same terms and conditions of such bonafide offer and unless accepted by the developers of Lake Davis Estates, within three (3) days from date, all rights or repurchase by the developers of Lake Davis Estates, shall be terminated.

22. The covenants, restrictions and affirmative obligations contained herein, except as same may from time to time be amended as provided herein, shall be the sole applicable covenants restricting and affecting residential lots in the effected units conveyed subsequent to the date of the declaration adopting these covenants.

IN WITNESS WHEREOF, The subdivider, a Florida Corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Brooksville, Hernando County, Florida, this 7th day of April, 1981.

REAL PROPERTY ACQUISITION AND DEVELOPMENT CO., INC.

corporate seal

BY:

HARRY P. TIMMONS
HARRY P. TIMMONS, PRESIDENT

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this 7th day of April, 1981, before me personally appeared HARRY P. TIMMONS, President of REAL PROPERTY ACQUISITION AND DEVELOPMENT CO., INC., a Florida corporation to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Brooksville, in the County of Hernando and State of Florida, the day and year last aforesaid.

(seal)

J. A. Suckas
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires: Nov. 14, 1984
Backed by American Fire & Casualty Company

VERIFIED BY:

D.C.

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FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CONNORS, CLERK

FILE NO. 289547

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