

DEXTER PARK VILLAS  
HOMOSASSA SPRINGS, FLORIDA  
PLANNED RESIDENTIAL DEVELOPMENT  
RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That JOHN W. WILSON, as Trustee is the Owner in fee absolute of the following described real property situate in the County of Citrus and State of Florida, to wit:

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; and the Southeast 1/4 of the Southwest 1/4 EXCEPT the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 EXCEPT lands conveyed to Citrus County, a Political Subdivision of the State of Florida, in Official Record Book 554 page 567, public records of Citrus County, Florida. All lying or being in Section 24, Township 19 South, Range 17 East.

and

WHEREAS, said Owners are constructing on the said premises, for sale to the general public, one hundred fifty three (153) single family homes located on a separately described parcel by metes and bounds, and altogether is known as DEXTER PARK VILLAS, a Planned Residential Development with certain common elements therein, Citrus County Florida; and

WHEREAS, in addition to prescribing certain regulations in said DEXTER PARK VILLAS, the Owner intends to create other restrictions concerning the use of the said real property within the development hereinbefore described, and as recorded elsewhere in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, the undersigned, JOHN W. WILSON, as Trustee, in order to protect and safeguard each and every purchaser, his successors and assigns, of any lot or parcel in said premises, the following easements and restrictions and property requirements on residential structures located within said developed premises are hereby created, to wit:

1. The easements hereby created are and shall be perpetual and construed as a covenant running with the land and each and every person accepting a deed to any lot shall be deemed to accept such deed with the understanding that each and every other purchaser is also bound by the provisions herein contained and each and every purchaser by accepting a deed to any lot, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to the said lots, shall insert in said conveyances by reference, that the same are subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument is recorded.

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be lived in and maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The maintenance building erected on an unrecorded lot may be used by the Owner or the maintenance contractor as an office or depot for yard and street equipment for such time and duration as may be considered feasible.

3. No structure other than residential in design and nature shall be erected anywhere on the said property with the exception of the maintenance building as above stated. No exterior modifications, made without written approval of the DEXTER PARK VILLAS Association.

4. No lot in said development shall be reduced in size or enlarged by consolidation with adjoining lots without the prior written consent of the Owners.

5. No noxious, offensive activity, or home trade shall be carried on upon any of the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No laundry shall be hung for drying in such a way as to be readily visible from the street.

6. Metal storage buildings, shacks, or any temporary building of any design whatsoever are expressly prohibited within the property provided, however, this shall not prevent the erection of temporary storage buildings for materials or supplies to be used in the construction of the villas and which shall be removed by the owner from the premises upon completion.

7. No sign of any kind shall be displayed to the public view except one sign of not more than two square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog per each dwelling. Further, no more than one cat may be kept per each dwelling. Any pet owner shall strictly observe any lease law in the County of Citrus and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance to the other residents. No animal waste shall be permitted on the common elements nor shall waste be allowed to remain on individual lots.

9. Trash, garbage and other waste shall be kept only in covered sanitary containers properly concealed from view with the contents at pick-up time emptied into a collective "dumpster" located on the premises.

10. No commercial vehicles other than those present on business may be parked within the property boundaries.

Boats, boat trailers, campers, recreational vehicles, trucks and other towed vehicles with or without self contained living quarters must be stored or parked at the designated area if space is available, without exception. This rule shall also apply to all commercial type vehicles evidencing any lettering on the sides whether it be advertising, slogans or whatever, but shall not apply to vans or light duty vehicles that are unmarked and used as personal transportation. Lettered vehicles may be kept in enclosed garages.

Guests of unit owners, may park recreational vehicles, boats, or other at the designated area only on a temporary basis of not more than seven days in any thirty (30) day period.

11. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot within the property except as erected by developers. Fences will be permitted for pet enclosure attached to house but not encroaching on any easements. Interior of fenced areas shall be maintained by lot owner or tenant. Fences shall be chain link type only. Antennas will be permitted for television reception only.

12. All owners of dwellings shall exercise extreme care about making noises, automotive, mechanical or otherwise, of the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other neighbors. Nor shall an owner commit or personally permit any nuisance, immoral or illegal act either in his dwelling or in or about common elements. No repairs to vehicles or equipment is permitted upon any portion of the common elements.

13. Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists and summarily abate and remove the same at the expense of the owner and the parties hereto shall not be liable in any manner for trespass, abatement or removal thereof.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under the owner for a period of twenty-five (25) years from the date these covenants are recorded.

15. Enforcement shall be by appropriate legal proceedings against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

16. Insurance upon each separate living unit shall be the sole responsibility of the unit owners.

17. The owners and developers of DEXTER PARK VILLAS shall constitute the DEXTER PARK VILLAS Owners' Association and shall have authority to prepare rules and regulations for the conduct of residents of DEXTER PARK VILLAS, including rules and regulations as may pertain to the use of undivided ownership of property related thereto, such as recreational areas, parking lots, streets and other similar areas, and for the enforcement of the foregoing restrictions relating thereto. The members of the Association shall not be entitled to compensation for their services. The rights, powers and obligations given to the DEXTER PARK VILLAS Owners' Association may be assigned by the said DEXTER PARK VILLAS Owners' Association to such management corporation as it deems desirable and which shall agree to assume said rights, powers and duties and to carry out and perform the same; such assignment or transfer shall be made by appropriate instrument in writing.

18. The restrictive covenants contained in this agreement may be modified, amended and changed by the approval of sixty percent (60%) of the members of the DEXTER PARK VILLAS Owners' Association together with the consent of any Mortgagee.

19. Invalidity of any one of these covenants shall in no way affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19 day of December, A.D. 1981.

Signed, sealed and delivered  
in the presence of:

William A. Dyer

John W. Wilson  
JOHN W. WILSON, as Trustee

William A. Dyer

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JOHN W. WILSON, as Trustee, to be the person described in and who executed the foregoing instrument, and they acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of December, A.D. 1981.

William A. Dyer  
Notary Public

My Commission Expires: 7/29/85

FILE NO. 309416

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
WALT CONNORS, CLERK

'81 DEC 21 AM 9 36

VERIFIED BY: D.C.

BOOK 588 PAGE 1879