

13.00

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT " SKYLARK ACRES " OWNER AND SUBDIVIDER:  
JOHANNES LEY, being the Owner of certain Land in CITRUS COUNTY, FLORIDA,  
described as: N  $\frac{1}{2}$  of SW  $\frac{1}{2}$  of Section 25, Township 19S, Range 17E and desiring  
to restrict the occupation or use of said property does hereby adopt the  
following restrictions upon the occupation and use thereof, which said  
restrictions shall run with the Title to the land and shall be binding upon  
all persons occupying and claiming said land from this date henceforth and  
these restrictions are filed on the condition that all conveyances of any of  
said property, or any part thereof shall be made and continue to be made  
subject to each of said restrictions. Said subdivision and each and every  
lot therein is hereby restricted as follows:

- Land Title*
1. Lots shall be used solely for construction and occupancy of single family residences. One single family lot shall be the minimum building area, but one or more contiguous lots may be combined as a single family building area.
  2. Garages, which shall be for the use only of the occupants of the residences to which they are appurtenant, may be attached or detached from the residence and may have entrances facing the street.
  3. The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use. The ground floor of the main dwelling shall not be less than 784 square feet, exclusive of garage covered walks, patios, or pool areas. The height of any one building shall not be more than two full stories above street level.
  4. All residential construction shall provide a minimum floor elevation in conformity with sound engineering practice and such local, state or federal regulation requiring a minimum elevation as might exist at the time of construction.
  5. No trucks other than pick-up trucks no larger than  $\frac{3}{4}$  ton and no commercial type vehicles shall be stored or parked on any lot, except while parked in a closed garage. No such truck or commercial type vehicle shall be parked on any street in the Subdivision except while engaged in transporting goods or furnishing services to or from a residence in the Subdivision during normal business hours.
  6. The elevation of a lot may be changed only to provide for flood protection. No rock, sand, gravel or clay shall be excavated or removed from any property.
  7. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, not exceeding 12 months.
  8. No Owner of any part of the property will do or permit to be done any act upon his property which may be or is or may become a nuisance.
  9. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs and two cats as household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

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10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All sanitary equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No containers shall be permitted to be visible from the street except on collection days.
11. Clothes lines or drying yards shall be so located so as not to be visible from the street serving the premises.
12. All trailers, habitable motor vehicles of any nature or boats may be parked or stored on that portion of the lot away from the street lying beyond the front building line.
13. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property.
14. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the property, nor shall oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom by any means, including slant drilling.
15. ALL RESIDENTIAL STRUCTURES, INCLUDING MOBILE HOMES shall contain a minimum of 784 square feet of living area, exclusive of attached, pool area, carports, porches or screened areas and must be constructed of NEW materials.
16. MOBILE HOMES must be commercially constructed of modern design, be at least 14 feet wide and not be older than two years, with aluminum and / or acceptable wood siding. Said Mobile Homes must be equipped with all sanitary facilities, including toilet, wash basin, tub or shower and kitchen sink, and must further be connected to an approved Florida Board of Health septic tank and drain field.
17. Suitable utility rooms, carports or cabanas may be attached to the Mobile Home, but must be constructed of new materials of either masonry and / or aluminum or acceptable wood.
18. No Mobile Home or other structure of any type shall be placed closer than 20 feet from side lot lines, 40 feet from front lot lines, or 30 feet from rear lot lines. Side lot line shall mean the side line on any lot on said plat, or the line of any contiguous lots owned by the same purchaser at the boundary of the next lot now owned by him, provided that where a building or buildings are erected on such contiguously owned lots, no building shall ever be closer than 40 feet from any other building.
19. No tent, shack, garage, barn or other out buildings shall be used at any time as a residence temporarily or permanently.
20. No building shall be moved onto any part of the above-described property for any use whatsoever. Under no circumstances shall pulp, tin, or tar paper on any portion of the exterior, including the roof, of any residence appear. Aforesaid roof to be of standard approved fire resistant materials.
21. Camper trailers of commercial construction may be used on the property for weekends and / or vacations. Said vacations not to exceed a period of one ( 1 ) calendar month per year. The said camper trailers must be self contained insofar as sanitary facilities are concerned.
22. No outdoor sanitary facilities will be permitted and each residence shall be equipped with a standard Florida Board of Health septic tank and drain field.
23. No fence shall exceed the height of FIVE feet.

24. Lots must be kept clean and mowed and free of unsightly refuse or structures. No junk or salvage material shall be collected or placed on the premises within this Subdivision, nor shall any portion of this Subdivision be used as a dog pound.
25. No signs shall be placed on this property without written permission of the developers of the property or their assigns, however, nothing contained herein shall be construed as prohibiting the present Owner of this Subdivision or his successors, or assigns from erecting and maintaining advertising signs, without restrictions to size, and from maintaining a construction office and / or sales office upon the property until such time as all of the property of the Subdivision has been sold.
26. These covenants and restrictions shall run with the land and shall be binding on all purchasers of tracts or lots and all persons claiming under them. These restrictions are recorded in Citrus County Florida.
27. SKYLARK ACRES ( Owner and Developer Johannes Ley ) for itself and for its successors or transferees reserves the right to make reasonable modifications to any or all of the foregoing restrictions and covenants.
28. The Failure by any land owner of SKYLARK ACRES, to enforce any restrictions or 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 one prior or subsequent thereto.
29. In the event the Grantee or any person claiming under him, shall violate or attempt to violate any Restriction herein contained, the Grantor or any owner of the adjacent property may have the right to recover damages at law for such violation or to restrain such violation in equity and in either event the said Grantee or any person claiming under him, shall pay all of the costs of such proceeding, including a reasonable attorney's fee for the Plaintiffs attorney.

Johannes Ley  
Johannes Ley  
Margret Ley

356143

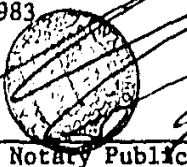
STATE OF FLORIDA  
COUNTY OF CITRUS  
FILED FOR RECORD  
CITRUS COUNTY CLERK  
JUL 2 1983  
PM 2 50  
RECORDED  
INDEXED  
VERIFIED BY

I Herby Certify, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, person appeared

Johannes Ley,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_, A.D. 1983



Notary Public

My Commission Expires:

Die/der vorstehende Unterschrift/Unterschriften sind von

Johannes und Margret Ley  
(Vorname, Familienname, ggf. Geburtsort)

wohnhaft in Waldbröl, Harfen  
(Ort, Straße und Hausnummer)

persönlich bekannt - anwesend

(Persönliches, PAB)

von mir anwesend - anwesend worden.  
Dies wird hiermit schriftlich beglaubigt.

Die Beglaubigung wird nur zur Vorlage bei

(Adresse oder Stelle)

erteilt.

Waldbröl, d. 29.7.1983  
Der Stadtdirektor  
Im Auftrage:



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