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DECLARATION OF RESTRICTIONS  
OF  
GASPARILLA CAY

THIS DECLARATION OF RESTRICTIONS, made this 1st day of June 19 84  
by KESSCO DEVELOPMENT CORPORATION, INC., A Florida corporation (herein-after  
referred to as "Developer");

WITNESSETH:

WHEREAS, Developer is the Owner of certain of the real property described in the Plat of Riverhaven Village as recorded at Plat Book 9, Pages 31-53 of the Public Records of Citrus County, Florida (the "Plat") and desires to provide and subject certain portions of that property as set forth in Exhibit "A" attached hereto to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of that property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the value and amenities of said property to create an agency to which could be delegated and assigned the powers of maintaining and administering such community property and facilities, as may hereafter be provided, if any, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges thereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida as a non-profit corporation the Gasparilla Cay Homeowners' Association, Inc. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein as "restrictions") hereinafter set forth.

ARTICLE I  
Definitions

Section 1. The following words, when used in this Declaration of Restrictions or any Supplemental Declaration of Restrictions (unless the context shall prohibit), shall have the following meanings:

(a) "Developer" means Kessco Development Corporation, Inc., a Florida corporation, its successors or assigns of any or all of its rights under this Declaration of Restrictions.

(b) "Association" means the Gasparilla Cay Homeowners' Association, Inc., a Florida corporation not for profit, its successors or assigns of any or all of its rights under this Declaration of Restrictions.

(c) "Owner" or "Owners" means the owner or owners of any lots in the Subdivision, now or hereinafter subject to these covenants, their heirs, successors, legal representatives or assigns.

(d) "Subdivision" means such portions of Riverhaven Village being a development of the property shown on the Plat, as may from time to time be subjected to these covenants.

(e) "Lots" means one of the numbered lots in the Subdivision, which has been subjected to this Declaration by recorded instrument.

(f) "Common Areas" means such area within the Plat of Riverhaven Village as might be designated from time to time by the Subdivider, by recorded instrument, and made subject to these covenants.

ARTICLE II  
Property Subject to this Declaration of Restrictions

Section 1. The property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration of Restrictions is located in Citrus County, Florida, and described at Exhibit "A", hereof.

Section 2. The Developer may extend the coverage of this Declaration of Restrictions to additional properties in accordance with its general plan of development. Any additions authorized under this section shall be made by filing of record a Supplementary Declaration of Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

✓ H. Adwood 1617 E DEVELOPER - INC.  
P. O. Box 429  
KANSAS SPRINGS, TX 78247

**ARTICLE III**  
**Membership in the Association**

Section 1. Developer has organized a non-profit Florida corporation known as Gasparilla Cay Homeowners' Association, Inc. which will have exclusive responsibility and authority in the management and maintenance of the lots and the Common Area it so designated and for the enforcement of the terms, conditions, and covenants of this Declaration of Restrictions. Until the Developer has initially sold the last lot now or hereafter subject to these covenants, or until such earlier time as Developer elects, it shall have the exclusive right and authority to appoint the directors of said Association.

Section 2. Each owner of a lot shall, by virtue of such ownership, be a member of the Association, by acceptance of a deed, contract for deed, or other instrument evidencing his ownership interest and upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, accepts his membership in the Association, acknowledges the authority of the Association to manage, operate and maintain such facilities or such areas or amenities that may be assigned to it or accepted by it for such purpose, and agrees to abide by and be bound by the provisions of this Declaration of Restrictions, the Articles of Incorporation, By-Laws, and other rules and regulations of the Association and by any and all rules and regulations heretofore and hereafter promulgated by it. It is understood and acknowledged that each owner is entitled to all of the rights, privileges, and benefits of membership in the Association and that each owner shall have one vote for each lot which he owns.

Section 3. The Association may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of common areas as it deems necessary or desirable, including rules and regulations which may limit or temporarily prohibit the use of certain facilities and/or property.

**ARTICLE IV**  
**Covenants for Assessments**

Section 1. In order to provide, operate, or maintain facilities or services including those that may not be otherwise available to the lots, when necessary or desirable as determined by the Association in its sole discretion, the Association is authorized by all of the Owners to act in their behalf and is empowered to contract, as illustration and not limitation, for the maintenance, repair, or replacement of canals subject to governmental regulations, and common areas (all hereinafter sometimes referred to as "improvements") that portion of Riverhaven Village development, known or to be known as Gasparilla Cay, as subject to this declaration, and for such other activities as may be appropriate for the Association, including administrative expenses and expenses incurred in connection with enforcement of these covenants and restrictions. Each owner shall be liable for and shall promptly pay to the Association a pro rata share of the costs of said improvements, including such sums as the Association may from time to time deem necessary to provide a reserve for operating expenses or as a fund for the prepayment of such anticipated expenses relating to the improvements. All of such costs shall be apportioned equally among the lots in the Subdivision, which have been subjected to these covenants, including those lots owned by the Developer. Payment shall be due and payable immediately upon notification by the Association mailed to the Owner at his address as shown on the Association records, and a lien is hereby granted to secure payment thereof, which said lien may be foreclosed the same as if it were a mortgage upon the property. In the event such assessment is not paid within ten (10) days after the notification, such lien may be foreclosed, in which event all costs of collection thereof, including all costs and attorneys' fees, shall also be paid and the same are also secured by the lien. The judgment of the Association in the letting of contracts and the raising or expenditure of funds therefor shall be final.

Section 2. Each such assessment, together with interest thereon and the cost of collection which cost shall include legal fees and court costs thereof as hereinbefore provided, shall also be the personal obligation of the person who was the owner at the time when the assessment became due. Any lien filed shall run with and against the individual's property assessed.

Section 3. The Board of Directors of the Association shall fix the date and amount of any assessment hereunder at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the owners of lots and amounts and assessments applicable thereto, which shall be kept in the office of the Association. Written notice of any such assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid, and any such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**ARTICLE V**  
**Use Restrictions**

Section 1. Single family lots in the Subdivision may be used solely for residential purposes and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. By way of illustration and not limitation, doctors are prohibited to have offices or dispense professional services (except on an emergency basis), and architects, lawyers, and the like are also likewise prohibited from maintaining offices for dispensing professional services.

Section 2. Areas designated from time to time as common areas shall be used, operated, and maintained primarily for the use and enjoyment of lot owners. It is anticipated that the common areas will from time to time be the subject of further restrictions on a permanent or temporary basis by the Association to further the primary purposes thereof.

Section 3. No signs shall be erected or displayed on any single family lot or on any structure in the Subdivision by any person except the Developer or Association, unless with the written permission of the Association.

Section 4. This article shall not apply to the Developer in regard to any development or sales efforts conducted by Developer on the subject property.

**ARTICLE VI**  
**Specific Use Provisions**

**Section 1. Single family:**

(a) Properties designated herein or by supplement hereto as "single family" 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.

(b) 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.

(c) 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 700 square feet for a one-story dwelling, and not less than 1,100 square feet for two story or split level residences exclusive of garage, covered walks, patios, or pool areas. The height of any one building shall be not more than two full stories above street level.

(d) No dwelling shall be permitted on any lot in this single family area at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

**ARTICLE VII**  
**Building Controls**

Section 1. No building or structure of any kind including, but not be limited to, changes, additions, alterations, (see Section 22 for further restrictions relating to changes, additions and alterations), pools, docks, decks, fences, walls, patios, terraces, or barbeque pits shall be erected or altered until the plans and specifications, location, and plot plan therefor, in detail and to scale, and showing existing trees and shrubs required to be moved or removed, shall have been submitted to and approved by the Association in writing before any clearing or construction has begun. The plans, specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing, and electrical codes of the Citrus County Building Code. Each Owner is responsible for complying with all of the covenants contained herein and shall notify any and all persons who may be using the Owner's premises of these restrictions and covenants. Refusal of approval of plans and specifications, location and plot plan, by the Developer or Association may be based on any ground, including purely esthetic grounds, in the sole and absolute discretion of the Developer or Association. All original construction plans are acknowledged to have received Association approval.

Section 2. The plans and specifications shall contain a plot plan with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Developer or Association. Landscaping as required shall be completed at the time of completion of the building as evidence by the issuance of a Certificate of Occupancy by the Citrus County Building Department. Concrete parking

strips must be included in the plot plan of the plans and specifications.

Section 3. No building shall be erected on any single family lot closer than 10 feet to the front, or 8 feet to the rear lot lines thereof. What constitutes an acceptable side yard dimension or setback shall be at the discretion of the Association and the Developer. Where two or more single family lots are acquired and used as a single building site by a single owner, the side lot lines shall refer only to the lines bordering on single family lots owned by another Owner.

Section 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.

Section 5. No trucks and no commercial type vehicles shall be stored or parked on any lot contained in single family, garden area, or cluster area properties, 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.

Section 6. No lot or parcel shall be increased in size by filling in the water it abuts. 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 for commercial purposes.

Section 7. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

Section 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 or annoyance.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No single household may have over three (3) dogs or cats cumulatively at any one time.

Section 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 a clean and sanitary condition. No containers shall be permitted to be visible from the street except on collection days.

Section 11. No septic tanks will be permitted on any lot within this Subdivision, and the collection system located within the Riverhaven Village Subdivision shall be used for the service of the premises.

Section 12. Clothes lines or drying yards shall be so located so as not to be visible from the street serving the premises or from the waterways.

Section 13. No boats or trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No passenger cars should be parked overnight on lawns.

Section 14. No boathouses shall be permitted. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining such docks, shall be permitted to be constructed adjoining any waterfront lot; provided, however, that no such docks shall be erected, constructed, maintained or permitted which will extend beyond:

(a) Four feet (4') from the lot line paralleling and adjoining the waterfront of those lots which abut the canals within Gasparilla Cay, or

(b) Twenty feet (20') from the waterfront of those lots which abut the Homosassa River.

No discharge or refuse shall be permitted from docks into the waters. All dock erection, construction, maintenance, permission, final size, placement, and use shall be subject to the approval of the Architectural Review Board of the Association. Any application for permission should be accompanied by written proof that the permitting requirements of such local, state, or federal agencies, as have jurisdiction, have been met and secured.

Section 15. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property, except as may be allowed under the conditions set forth in an agreement between Homosassa Springs, Inc., and the Homosassa River Preservation Association recorded in Book 415, Pages 634-641 on December 11, 1975, at Citrus County, Florida.

Section 16. All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead.

Section 17. 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.

Section 18. All homes and buildings constructed must be of new material. The actual construction must take place upon the lot. No building may have an exterior finish, specifically including roof and walls, of metal or aluminum. No modular homes, mobile homes, or trailers shall be placed or occupied upon any lot, nor shall any tents, campers or temporary shelters or habitable motor vehicles be permitted upon any lot at any time.

Section 19. No boat exceeding:

(a) Thirty feet (30') in length or ten feet (10') in width shall be permitted to be docked or tied to or at any waterfront lots which abut the canals within Gasparilla Cay or Riverhaven Village, or

(b) Forty feet (40') in length or twelve feet (12') in width shall be permitted to be docked or tied to or at any waterfront lots which abut the Homosassa River.

No boat shall be anchored off shore either in the canals or in the Homosassa River or Price's Creek and when not in use, all boats shall be moved as close to the bank as safety allows to the end that navigation of the river and canals will not be impeded. No boat or other water conveyance shall be operated in any canal, at any time at a speed in excess of 5 m.p.h., or in such a manner as to create hazardous conditions or excessive wake or noise.

Section 20. So long as a cable or community television antenna service is available to lots subject to these covenants, the use of any individual external antenna of any kind on any lot is prohibited. Where cable or community television antenna service is not available to lots subject to these covenants and only for that period of time that such service is unavailable, then the temporary use of individual external antennae may be made but only upon written approval from the Association pursuant to the submission of plans under the procedure set forth for buildings or structures under Section 1 of this Article. If cable or community service becomes available subsequent to an Owner receiving approval from the Association and erecting an individual antenna, the approval for such will be terminated and the Owner will promptly remove or cause to be removed the previously approved antenna.

Section 21. No seawall, rip-rap, or other similar construction shall be permitted on the waterfront boundary of any lot without the express written permission of the Association. Any application for permission shall be accompanied by written proof that the permitting requirements of such local, state or federal agencies, as have jurisdiction, have been met and secured.

Section 22. Any change, alteration or addition of any nature or kind in relation to the exterior of the house or grounds, including but not necessarily limited to house configuration, paint color, roofing material, landscaping material and location, fencing material and location may be accomplished only with the written consent of the Gasparilla Cay Homeowners Association, Inc., which may require the written consent of the owners of the lots immediately abutting the lot of the owner requesting said change or addition.

Section 23. No fences, hedges, or shrubbery shall be erected or maintained on any lot or lots which shall be in excess of six and one half feet (6 1/2') in height. Said fences shall conform to and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance.

Section 24. No structure of a temporary character, trailer base, tent, shack, garage, barn, or other outbuilding or any portion of same shall be used or parked on any lot anytime as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the lots except temporary building used during the construction and promotion of the houses and sales of the lots hereinabove described.

Section 25. All lawns shall be maintained. If the home is unoccupied or vacant for extended periods of time such as vacations, it shall be the Owner's responsibility to insure proper maintenance in his and/or her absence.

Section 26. Any house erected or constructed on the above-described lots must be connected to the existing water and sewer systems provided by the Homosassa Special Water District and/or the Riverhaven Village Sewerage Disposal Co., its successors and assigns.

Section 27. Enforcement of these covenants shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

Section 28. It shall be lawful for the Developer or any other person or persons owning any real property herein described and situated in the development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 29. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 30. No trees can be removed from lots, once all construction is complete, unless a particular tree has died. In the event a tree is removed, it will be replaced by the owner of the lot and at his expense in an area with an exposure to public view equivalent to that of the tree removed.

Section 31. No water wells are to be drilled on any lot for drinking water, for irrigation, or for any other purpose.

Section 32.

(a) All roofing, paint, and stain colors used on the outside of homes are to be compatible with the trees and other natural characteristics of the property. Therefore, only those approved colors used by the Developer in original construction of the Subdivision shall be permitted when rework is done by Owners. Color charts are available at the Gasparilla Cay Construction Office.

(b) When the Owners repaint their residences, they will use one of the color schemes used by the Developer in original painting of homes. All stucco walls shall remain in the original color.

(c) The exterior architectural design will not be changed by any Owner except by written permission from the Gasparilla Cay Homeowners' Association, Inc. This is to include, but not necessarily be limited to, the roof lines, color of roofing, exterior trim, windows, doors, gates, fences, and privacy court walls.

Section 33. The following regulations pertaining to easements shall apply only when they occur:

(a) Each lot owner shall have an easement to go onto the adjoining lot during normal working hours for the purpose of maintenance and/or repair of walls and roofs which are on or near the lot line or which roofs extend over the lot line, and said maintenance and repair shall be done in such a manner as not to interfere with the peaceful possession of the adjoining property owner's lot and shall be done in such a manner as not to cause any damage to shrubbery, screened-in area, patios, and the like.

(b) Each lot owner shall have an easement over the adjoining property for the extension and/or encroachment of the roof onto the air rights of the adjoining lot owner, which easement shall include the right to repair and/or maintain and replace said roof.

(c) Each lot owner shall have the right and an easement for attaching to the outer wall of the adjoining property owner's dwelling which is on the lot line, which is necessary for the purpose of enclosing a property owner's court area with screening and said attachments shall be made in such a manner as to not damage the adjoining property owner's outer wall, and whenever same are replaced or removed, damage to the outer wall shall be repaired by the one removing and/or replacing same.

(d) Each lot owner shall have an easement over the adjoining property for the purpose of draining water from said owner's roof or inner court directly to the street when said conditions occur in the design of said owner's Garden Patio Home. The easement is to be limited to 2' along the common side property line on which said owner's Garden Patio Home is built.

Section 34. The use of individual mail boxes is prohibited. Centralized mail service is to be provided at various locations in the Subdivision. Such locations are to be determined by the Developer and assigned to the various Owners by the Developer.

#### ARTICLE VIII Maintenance of Premises

Section 1. In order to maintain the standards of this Subdivision, no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a residential lot. In the event that any Owner shall fail or refuse to keep the premises free of unsightly objects, then the Developer or Association may enter upon said lots and remove the same at the expense of Owner, and such entry shall not be deemed a trespass. The property, buildings, improvements, and appurtenances shall be kept in good, safe, clean, neat, and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon failure to so maintain the property, buildings, and structures to the satisfaction of the Association, and upon the Owner's failure to make such corrections within thirty (30) days of written notice by the Association, the Association may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Owner. The Association may require the Owner to deposit with it the estimated cost thereof as determined by the Association. If any Owner fails to make payment within thirty (30) days after requested to do so by the Association, then the

payment requested shall constitute a lien against the Owner's lot and be foreclosed under Article V hereof as though it were a lien thereunder (except the total amount thereof shall be assessed against such Owner's lot).

**ARTICLE IX  
Nuisances**

Section 1. Nothing shall be done on any lot or lots which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may be or may become a nuisance, such question shall be decided by the Association and its decision shall be final.

**ARTICLE X  
Remedies for Violations**

Section 1. Violations or any breach of any restriction or covenant herein contained by any Owner shall give the Developer or Association in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said restrictions or covenants, and to prevent the violation or breach of any of them. Any delay by the Developer or Association in enforcing any of the restrictions or covenants herein contained, no matter how long continued, shall not constitute a waiver of such restrictions or covenants, nor a waiver of its right to enforce them.

**ARTICLE XI  
General Provisions**

Section 1. Notice to the Association or requests for approval of plans, specifications, and location of buildings shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State of the State of Florida.

Section 2. Notice to any Owner of a violation of any of these restrictions shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Citrus County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed as recorded in the Public Records of Citrus County, Florida.

Section 3. There is hereby reserved for the purpose of installing and maintaining common utility facilities and for such other purposes incidental to the development of the Subdivision those easements either of record and/or shown on the plat as "Utility Easements". Any claims or damages arising out of the constructions, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider of Riverhaven Village, Association, or Developer of any of their agents are hereby waived by the Owners.

Section 4. None of the lots in the Subdivision shall be divided nor sold except as a whole, without the written approval of the Association. Said written approval shall not be unreasonably withheld.

Section 5. The Developer reserves the right to modify or amend the plat, to correct engineering or survey errors or omission; re-align, relocate or add to utility easements if required to do so by companies furnishing utilities to the Subdivision, or redesign or relocate roads or thoroughfares. No such amendment will ever eliminate road access to any lot. If corrections are required after sale has been consummated, owners agree to comply with any reasonable request to correct said errors or omissions.

Section 6. The Developer or Association herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

Section 7. The herein contained agreements, covenants, conditions, and restrictions shall constitute an easement and servitude in and upon the real property subjected to this instrument, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the Developer and/or Association for a period of forty (40) years from the date these covenants are recorded, after which time same covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to change said covenants in whole or in part. Failure of said Developer and/or Association to enforce any building restriction, covenant, condition, obligation, reservation, right, power, or charge herein contained, however long continued, shall in no event be deemed a waiver of the said right to enforce thereafter as to the same breach or violation or as to any other breach or violation.

Section 8. If covenants are breached by the Owner, his assigns, tenants, or agents, the Developer, or its assigns, or other Owners as may bring such action that might be necessary to enforce these covenants, the losing party to pay all costs thereof; including attorney's fees.

Section 9. If any provision of this indenture or the application of such provisions to any person or circumstances shall be held invalid, the remainder of this indenture, or

the applications of provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 10. Where the word "Developer" or "Developers" is used herein, it is construed that same means developer, developers, or their lawful assignees, beneficiaries of a trust, or their assignee, heirs, personal representatives and assigns.

**ARTICLE XII  
Central Sewage Disposal System**

Section 1. A central sewage disposal system has been constructed by the Subdivider of Riverhaven Village, also known as Homosassa Springs, Inc., and said system is currently owned and operated by Marathon U. S. Realities, Inc. Owner shall be assessed and agrees to pay hook-up charges and monthly rates pursuant to the rates and schedules approved and adopted by the Florida Public Service Commission.

Section 2. The owner of the sewage disposal system, also known as Marathon U. S. Realities, Inc., may assign or convey the ownership and/or operation of the central disposal system to other governmental authorities, other private corporations, or the Association, but it is not obligated to do so.

**RECEIPT OF DECLARATION OF  
RESTRICTION OF GASPARILLA CAY**

I have received a copy of the Declaration of Restrictions of Gasparilla Cay on \_\_\_\_\_.

_____		_____		
Date Executed		Buyer		
_____		_____		
Name of Salesperson		Buyer		
Date		Address		
_____		_____		
_____		City	State	Zip Code

KESSCO DEVELOPMENT CORPORATION, INC.  
By: Jerrold J. Kessler  
Jerrold J. Kessler, President

STATE OF FLORIDA,  
COUNTY OF CITRUS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerrold J. Kessler, well know to me to be the President of Kessco Development Corporation, Inc., the corporation named in the above described instrument, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May, A.D. 1984.

Wm. J. Dumas  
Notary Public, State of Florida at Large  
My Commission Expires:

380707

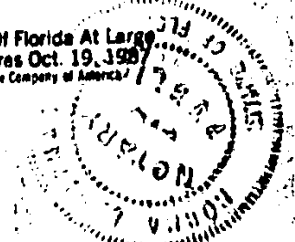
FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
MAY 06 1984  
MAY 06 1984  
CLERK

'84 JUN 1 AM 10 22

VERIFIED BY:

D.C.

Notary Public, State Of Florida At Large  
My Commission Expires Oct. 19, 1988  
Bonded By SAFECO Insurance Company of America



BOOK 643 PAGE 011

**GASPARILLA CAY**

**Exhibit "A" to Deed Restrictions**

**LEGAL DESCRIPTION**

Lots 1 through 27 inclusive, Block 27  
Lots 1 through 4 inclusive, Block 28  
Lots 1 through 6 inclusive, Block 29  
Lots 1 through 42 inclusive, Block 30