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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

**WESTWOOD ACRES III**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this 16 day of August, 1993 by Westwood Acres, Inc., a Florida corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the present owner of certain real property located in Citrus County, Florida, which is more particularly described as follows:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" attached hereto and made a part hereof, and hereinafter referred to as the "Property," also known and designated as Westwood Acres III, an Unrecorded Subdivision.

NOW, THEREFORE, Declarant hereby declares that the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, liens, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, and shall run with the properties and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and insofar as the Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation known as Westwood Acres III Property Owners Association, Inc., for the purpose of providing for maintenance of roads and related drainage as described in the non-exclusive easement for ingress and egress recorded in OR Book 28, Page 59, of the Public Records of Citrus County, as well as the surface water management system as permitted by the Southwest Florida Water Management District, within the subject Properties. The Association will be responsible for and assumes the obligation to maintain the roads and related drainage, and specifically, maintain and operate the Surface Water Management System as permitted by the Southwest Florida Water Management District, in the aforesaid properties; and

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WHEREAS, the creation of Westwood Acres III Property Owners Association, Inc., for the maintenance of the roads as well as related drainage and Surface Water Management System, will improve the property values and benefit the property owners in the described property, along with Uniform Restrictions regulating the use of the residential parcels, the Property and each and every lot or parcel therein is hereby restricted as hereinafter set forth.

#### ARTICLE I

##### DEFINITIONS

The following words when used in this Declaration and all its exhibits (unless the context otherwise provides or requires) shall have the meanings or definitions listed below:

- (a) "Association" shall mean and refer to WESTWOOD ACRES III PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.
- (b) "Declarant" shall mean and refer to WESTWOOD ACRES, INC., its successors and assigns.
- (c) "Lot" or "Parcel" shall mean and refer to any Lot or Parcel as it appears in the unrecorded plat of the Properties designated for residential use.
- (d) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1 hereof.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or parcel, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be deemed a Member. References in the Declaration or its exhibits to Owner or Member may be used interchangeably as Member or Owner.
- (f) "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article V, Section 6 hereof.
- (g) "Rules and Regulations" shall be the rules and regulations and policies which are included in this Declaration as may be adopted by the Board of Directors from time to time.

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## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
- Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

## ARTICLE III

### LAND USES

- Section 1. No swine, sheep or poultry are allowed on Property and no more than one of any other animal may be kept on any one-acre parcel. This provision shall not apply to household pets.
- Section 2. No inoperable, unlicensed, or junk motor vehicle, boat, RV, camper or similar personal property that is unsightly, offensive or creating a health hazard or safety risk shall remain on the Property.
- Section 3. Each Property Owner will be responsible to provide for the collection and removal of refuse, rubbish and garbage. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, unlicensed or derelict vehicles, fixtures or appliances. Waste materials shall not be allowed to accumulate and shall not be kept on the lot, except in containers, which shall be maintained in a clean and sanitary condition.

Section 4.

No Mobile Home more than ten (10) years of age shall be placed on any lot within the subject Property, and no mobile home less than 24' in width may be parked or installed on the Property and used as a permanent residence. All Mobile Homes must be underskirted from installation on the Property, and any additions, underskirting or outbuildings must be constructed of new materials, and there shall be no tarpaper buildings. Recreational Vehicles (RVs), defined by the Laws of Florida, can not be utilized as residences, either permanent or temporary.

ARTICLE IV

ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligations. The Declarant for each lot and parcel, excluding road right of ways and drainage easements and areas, hereby covenants and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed shall be deemed to covenant and agree to pay to the Association annual assessments or charges as fixed or established by the Association from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such the Property at the time the assessment became due.

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Section 2.

Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of roads and related drainage and specifically, the Surface Water Management System as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances serving the properties and for the cost of labor, equipment, materials, management, and supervision in carrying out this activity, as well as enforcing compliance with these restrictions.

- Section 3. Basis and Maximum Annual Assessments. The assessments established herein to be levied by the Westwood Acres III Property Owners Association, Inc. shall commence January 1, 1995, unless the commencement is deferred by the express action of the directors or the Association and notice therefor is given to each Owner. The annual assessment, when initially levied, shall be no more than \$95.00 per lot per year. Such assessment may not be increased by more than 15% per year without the affirmative vote of the majority of the Property Owners.
- Section 4. Duties of the Board of Directors. The Board of Directors of the Association shall affix the day of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open to inspection by any Owners. Written notice of the assessment shall thereupon be sent to every Owner. The Association shall upon demand at any time furnish any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- Section 5. Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.
- Section 6. Effect of Non-payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then-Owner to pay such assessment, however, shall remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the

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date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment, and the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney fee to be fixed by the Court, together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to lien of any mortgage or mortgages now or hereafter placed upon the Property subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure.

#### ARTICLE V

#### MISCELLANEOUS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last-known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

- Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- Section 5. Should court action become necessary to enforce the above restrictions, the person(s) in violation shall be liable for all court costs and Attorney fees.
- Section 6. Merger or Consolidation. Upon a merger or consolidation of the Association referred to herein with any other association as provided in its articles of incorporation, the properties, rights and obligations of such association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.
- Section 7. Sales Activity and Developer's Rights. Until the Developer has completed and sold all the Lots in the Project, neither the Owners, nor the Association shall interfere with the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials.

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Section 8.

Amendments. These Restrictions may be amended at any time by an affirmative vote of seventy-five percent (75%) of the lot owners of the properties, which are subject to these restrictions, and provided that written notice of the proposed amendment(s) has been sent to every Owner at least ninety (90) days prior to any such amendment(s) being recorded. Any amendment of these documents which would affect the Surface Water Management System, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

WESTWOOD ACRES, INC.

(CORPORATE SEAL)

By: Kenneth G. Helfrich  
Kenneth G. Helfrich, President

7210 BEECHLAND BEACH  
PROSPECT, KY 40059  
(address)

STATE OF Kentucky  
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 1993, by Kenneth G. Helfrich, President of Westwood Acres, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:  
2/27/94

Judy C. Johnston  
Notary Public

Judy C. Johnston  
(print name)

This document was prepared by:  
Carl A. Bartoch, P.A.  
327 East Park Avenue  
Tallahassee, FL 32301  
rev. 08/13/92-ula



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FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

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VERIFIED BY:

## DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 16, N89°29'39"W A DISTANCE OF 27.90 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE WEST RIGHT OF WAY LINE OF NORTHCUT AVENUE, THENCE ALONG SAID RIGHT OF WAY LINE S01°30'00"W A DISTANCE OF 1664.78 FEET TO THE NORTHEAST CORNER OF UNRECORDED SEVEN RIVER TRAILS SUBDIVISION THENCE ALONG THE NORTH AND WEST LINE OF SAID SUBDIVISION: N88°10'00"W FOR A DISTANCE OF 400.00 FEET; THENCE S01°30'00"W FOR A DISTANCE OF 900.00 FEET TO THE POINT OF TERMINATION ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE N89°10'10"W A DISTANCE OF 336.53 FEET; THENCE N00°08'01"E FOR A DISTANCE OF 103.74 FEET; THENCE N89°10'10"W FOR A DISTANCE OF 300.00 FEET; THENCE S00°08'01"W FOR A DISTANCE OF 273.00 FEET; THENCE N89°10'10"W FOR A DISTANCE OF 900.00 FEET; THENCE N00°08'01"E FOR A DISTANCE OF 273.00 FEET; THENCE N89°10'10"W FOR A DISTANCE OF 430.00 FEET; THENCE N00°08'01"E FOR A DISTANCE OF 1200.00 FEET; THENCE N89°10'10"W FOR A DISTANCE OF 600.00 FEET; THENCE S00°08'01"W FOR A DISTANCE OF 150.00 FEET; THENCE N89°10'10"W A DISTANCE OF 600.00 FEET; THENCE N00°08'01"E FOR A DISTANCE OF 66.00 FEET; THENCE N89°10'10"W FOR A DISTANCE OF 271.74 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 16, THENCE ALONG SAID WEST LINE N00°12'26"E FOR A DISTANCE OF 1233.53 FEET TO THE NORTH LINE OF SAID SECTION 16, THENCE ALONG SAID NORTH LINE S89°29'39"E FOR A DISTANCE OF 3932.43 FEET TO THE POINT OF BEGINNING.

### LESS AND EXCEPT:

A PARCEL OF LAND LYING ON THE NE 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA BEING FURTHERLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, N89°30'25"W A DISTANCE OF 27.29 FEET TO THE WEST RIGHT OF WAY LINE OF NORTHCUT AVENUE, AND THE POINT OF BEGINNING, THENCE S01°30'00"W ALONG THE WEST RIGHT OF WAY LINE OF NORTHCUT AVENUE A DISTANCE OF 288.45 FEET THENCE LEAVING SAID WEST RIGHT OF WAY N89°10'13"W A DISTANCE OF 1283.89 FEET, TO THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 16, THENCE N00°02'36"E A DISTANCE OF 280.83 FEET TO THE NE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 16, THENCE ALONG SAID NORTH LINE OF SAID SECTION 16, S89°30'25"E A DISTANCE OF 1292.82 FEET TO THE POINT OF BEGINNING.

EXHIBIT A