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STATE OF FLORIDA
COUNTY OF PASCO

DECLARATION OF COVENANTS, RESTRICTIONS AND OBLIGATIONS
FOR THE ORDERLY DEVELOPMENT OF OAK RIDGE SUBDIVISION

The undersigned, Pasco Land and Development Company, a Florida corporation, being the owner in fee simple of all the lots in Oak Ridge Subdivision, located in Section 28, Township 26 South, Range 16 East, Pasco County, which has been subdivided according to the plat thereof, recorded in Plat Book 14, Pages 78-82, in the Public Records of Pasco County, Florida, for the purpose of providing for an orderly plan of development, does hereby make the following Declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, further imposing certain obligations on the persons acquiring title to the said lots, and further hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in said subdivision.

This Declaration of Restrictions is designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified and to heighten the enjoyment of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, the prevention of offensive or obnoxious uses, and, further, to require the property owners to connect to any central water or sewage collection system which may be installed in any or all of the units in Oak Ridge Subdivision as a result of any Government order or the requirement of any County, State or Federal Agency, or to further the orderly development and growth of Oak Ridge Subdivision.

These Covenants, Restrictions and Obligations shall apply equally to all subsequent units and additions to Oak Ridge Subdivision, if any should be developed, unless exceptions, additions or modifications to these Restrictions are filed contemporaneously with the filing for record of any plat for such subsequent units or additions.

The following Covenants, Restrictions and Obligations are hereby declared:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential or agricultural purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall not exceed two stories or 35 feet in height, nor shall any dwelling be less than ten feet in height. Each residence shall consist of not less than 1,000 square feet of living area exclusive of screen areas, garages and patios and each residence shall include an attached garage of the same architectural and general design as the main residence, which garage shall be of at least the minimum size to accommodate one conventional automobile.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the plans and specifications and a plan showing the location of the structure have been first approved by the owner, Pasco Land and Development Company, its successors and assigns, or its designated agent. Plans and

This Instrument Prepared By:
Carl A. Bertoch, P.A.
1618 Exchange Bank Building
Tampa, Florida 33602

OFF
REC 842 PAGE 640

specifications shall include a site plan showing the location of any improvements and specifically the driveway location and the construction plans thereof, and shall be submitted to the owner, Pasco Land and Development Company, in duplicate, one of which shall be returned to the applicant when approved or rejected and the other shall be retained by the owner, Pasco Land and Development Company. Pasco Land and Development Company, its successors and assigns, or its designated agent shall approve or reject the plans and specifications submitted within 30 days after receipt. Should Pasco Land and Development Company not approve or reject the plans within 30 days of the time of submission, the owner may proceed with the construction without further obligation so long as the plans and specifications conform to all of the other covenants and restrictions set forth herein. Pasco Land and Development Company reserves the right to disapprove plans and specifications solely on the basis of aesthetics as well as the failure of the plans and specifications to conform to the other requirements set forth herein. Pasco Land and Development Company does hereby covenant with the purchasers of lots within this subdivision upon the sale of the last lot in the Oak Ridge Subdivision which would include any additions to the specific properties identified herein, that it will assign all rights and privileges of approval to an association formally created for the benefit of the property owners in the subdivision. Should the property owners fail to create an association to accept this responsibility, then the controls and requirements of this paragraph shall expire.

3. SETBACKS. No fences or wall shall be erected, placed or altered on any lot nearer to any street than 50 feet from any front lot line nor closer than 25 feet from any side lot line or 50 feet from any rear lot line. Measurements for this purpose will be made to foundation footings, providing that no roof overhead or eave may exceed 2 1/2 feet. On a corner lot fronting on two or more streets, the front setback restrictions shall be applied to all street sides.

4. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building or mobile home shall at any time be erected or placed upon said property or be used as a residence temporarily or permanently. No detached structure of any nature or description shall be erected at any time, nor shall a structure of any kind be moved on to any part of the above indicated property, excepting only ornamental garden trellises; provided, however, that an appropriate barn or other out building for the housing of equipment and/or livestock, kept maintained in accordance with these restrictions, may be erected upon the obtaining of the written approval of the plans and specifications from Pasco Land and Development Company, or its successors and assigns, which shall not be unreasonably withheld, and provided further, that nothing herein shall be construed to prohibit construction of a pump house, the plans and specifications for which must be approved in writing by Pasco Land and Development Company or its successors and assigns.

5. FURTHER SUBDIVISION OF LOTS: No lot shall be re-subdivided into a building lot of less than one acre, it being further the intent and plan of development of Oak Ridge Subdivision to have a minimum building lot size of one acre.

6. PROHIBITION OF PARKING OF HOUSE TRAILERS AND MOBILE HOMES: No house trailer or mobile home shall be parked on any lot or street in the subdivision except for a limited period not to exceed 48 hours, in order to permit the owner to load or unload a house trailer or mobile home. This restriction shall not prohibit Pasco Land and Development Company, its successors and

assigns, from maintaining a mobile or manufactured home as the sales office within the subdivision until all lots owned by Pasco Land and Development Company, its successors and assigns, have been sold.

7. PROHIBITION AGAINST SIGNS: No sign, commercial or private, of any kind shall be displayed for public view on any lot or building within the subdivision unless approval has been obtained from Pasco Land and Development Company, its successors and assigns, provided that Pasco Land and Development Company, its successors and assigns, shall not object to any sign by the owners or the owner's agents of not more than five square feet in size advertising or offering the property for sale or rent or similar signs used by a builder to advertise the property during the construction and sales period. Pasco Land and Development Company agrees for itself and its assigns to be guided, but not controlled by this requirement so long as it is offering its lots for sale and reserves the right to erect and maintain advertising signs without restrictions as to size and character as well as an appropriate sales and construction office within the subdivision until such time as all of the lots owned by it have been sold.

8. KEEPING OF LIVESTOCK, POULTRY AND PETS: Livestock and poultry may be kept on the premises of this subdivision in accordance with the County zoning regulations, providing adequate fencing and housing is provided and that the grounds and the shelter are properly maintained and cared for so as not to create a nuisance. In no event shall swine be maintained on the properties. No commercial raising of livestock, poultry or pets shall be permitted.

9. EASEMENTS: The easements for the installation and maintenance of utilities and drainage facilities as identified on the plat identified herein and filed in the Public Records of Pasco County, are reserved as shown on said recorded plat.

10. SANITARY FACILITIES: Each residence shall be equipped with a septic tank and drain field approved by the Florida State Board of Health or its agents. No outdoor sanitary facilities will be permitted at any time.

11. ASSESSMENT FOR CENTRAL WATER AND/OR SANITARY SEWERAGE SYSTEM: In the event that the developer, its successors or assigns, is directed by a Governmental Agency to construct a central water and/or sanitary sewerage system within Oak Ridge Subdivision, or in the event that the developer, its successors or assigns, determines that it is necessary in order to carry out its plans for the development of Oak Ridge Subdivision, it shall give written notice to each owner that it intends to commence the installation of a central water system and/or a central sewerage system, and each owner of any lot shall be deemed to covenant and agree to pay to the developer, its successors or assigns, a special or annual assessment to be fixed, established and collected as hereinafter provided to be used exclusively for the purpose of installing, maintaining and/or replacing said systems and facilities related thereto. The annual and special assessments, together with interest and the costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

The annual or special assessment shall be determined by the developer, its successors or assigns, and shall be levied on a lot and/or per frontage foot basis as circumstances, current and future needs and costs may warrant and based upon the actual cost of construction. The annual or special assessment shall commence

on the date(s) fixed by the Developer, its successors or assigns, and shall become due and payable on the day so fixed for commencement.

If the assessments are not paid on the date when due, then said assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property and 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 assessments, 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 days after the delinquency date, the assessment shall bear interest from the date of delinquency and the Developer, its successors or assigns, 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 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 reasonable attorney's fee to be fixed by the court, together with the costs of the action. The lien of the assessment provided for herein, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment provided, however, that such subordination shall apply only to assessment that shall become due or payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any such subsequent assessment.

The following properties subject to this declaration of covenants shall be exempted from the assessments, charges and liens created herein:

A. All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

B. Land owned by Pasco Land and Development Company, its successors or assigns, and occupied by it as a domicile, it being the intent of the developer to pay its pro rata share of the cost of any improvements made pursuant to this paragraph for lots owned by it and held in inventory for sale as vacant land.

C. All properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use.

12. SUCCESSORS AND ASSIGNS: As used in these covenants, the words "successors" and "assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in this subdivision from the subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the subdivider who are designated as such by an instrument in writing signed by the subdivider and recorded in the Public Records of Pasco County, State of Florida, specifically referring to this provision of these covenants.

13. COMPLIANCE WITH LOCAL LAWS: No activity, building or construction shall be conducted on any lot within Oak Ridge Subdivision which is not in compliance with all local, county and state building codes and zoning regulations and requirements.

14. ORDERLY APPEARANCE: No trash, garbage or other waste materials shall be kept in anything other than closed, sanitary containers on the property. No junk or salvage materials shall be placed on, kept or maintained on a lot in Oak Ridge Subdivision.

15. PROHIBITION AGAINST DRILLING OR MINING: No oil drilling, mining or refining operations shall be conducted on the premises, nor shall quarrying or mining operations of any kind be permitted upon any lot.

16. VARIANCES: Pasco Land and Development Company reserves unto itself and its successors and assigns the right and authority to make minor variances or approve exceptions from these restrictions without notice so long as such variance or exception is either temporary in nature or is of such a type that it is not unharmonious to the overall plan of development.

17. PERIOD OF EFFECTIVENESS: These Covenants, Restrictions and Obligations are real covenants, restrictions and obligations and are to run with the land and shall be binding on all parties and owners, and on all parties claiming under them for a period of thirty years from the date these covenants, restrictions and obligations are recorded, after which time said covenants, restrictions and obligations shall be automatically extended for successive periods of ten years each unless prior to the commencement of any ten year period, an instrument in writing signed by the owners of a majority of the lots in this subdivision has been recorded in the Public Records of Pasco County, Florida, which said instrument shall agree to change, alter, or rescind said covenants, restrictions and obligations in whole or in part. These restrictions may be changed and amended by the written consent of the owners of 75% or more of the lots within the subdivision.

18. VARIANCES AND ENFORCEMENT: If any person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of these restrictions before their expiration, it shall be lawful for any person or persons owning any part or parcel of the above described land to prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

19. INVALIDTY OF ANY PROVISION: Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure or delay by any land owner to enforce any restrictions, conditions, or covenants, or agreements herein contained, shall in no event be construed as the waiver of the right to do so.

IN WITNESS WHEREOF, the owner has caused these presents to be executed by due corporate authority, this 25th day of May, 1976.

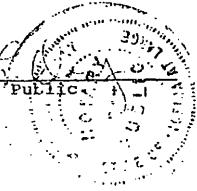
In the Presence of: S. A. Ceder PASCO LAND AND DEVELOPMENT COMPANY
Secretary By: Gary Blackwell, President
Attest: B. E. Boyce, Secretary

PL 842 PAGE 644

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by GARY BLANKENHILL, President, and attested by P. L. POYNE, Secretary of Pasco Land and Development Company, a Florida corporation, on behalf of the corporation this 25TH day of May, 1976.

[Signature]
Notary Public


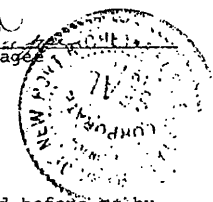
My Commission Expires:

3-27-79

JOINDER BY MORTGAGEE IN THIS DECLARATION OF RESTRICTIONS, COVENANTS AND OBLIGATIONS

IN WITNESS WHEREOF, the undersigned, the Mortgagee of the property described herein, has joined in the Declaration of Covenants, Restrictions and Obligations this 27TH day of May, 1976.

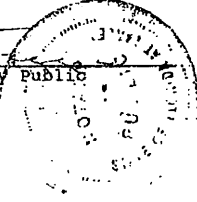
In the Presence of:

Eva M Jones
Francis W. Seiler [Signature]
Mortgagee 

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by Pauline Dupre, Cashier of Florida State Bank of New Port Richey, a Florida corporation, on behalf of the corporation this 21ST day of May, 1976.

[Signature]
Notary Public


My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 10, 1978
BONDED THROUGH GENERAL INSURANCE UNDERWRITERS
11-18-78

OFF REC. 842 PAGE 645