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DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
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MARION COUNTY

This Instrument Prepared By:
Brian D. Lambert, Esquire
500 N.E. Eighth Avenue
Ocala, Florida 34470
(352) 629-5551
Florida Bar No. 328685

PROTECTIVE COVENANTS OF SANDY PINES

The undersigned, MICHAEL W. OEHLERKING, hereinafter referred to as "Developer", is the fee simple owner of SANDY PINES, a residential subdivision as per plat thereof recorded in Plat Book 4, Pages 55 and 56, of the Public Records of Marion County, Florida, hereinafter sometimes referred to as "the Land", or "the Subdivision", does hereby make the following declaration of restrictions and protective covenants (hereinafter also referred to as "Deed Restrictions" or "Protective Covenants") governing the use and disposition of lots and parcels of land, for the mutual benefit of all owners, present and future, of properties in the Subdivision, and hereby specifies that this declaration and the covenants and restrictions herein contained shall constitute a covenant running with the land and shall be binding upon the undersigned and all persons whomsoever deraining title to any portion of the land through the undersigned:

1. All of the Lots shall be known and described as single-family residential Lots.
2. A. Construction on each Lot shall be limited to one detached single-family dwelling and a private attached garage capable of holding at least two automobiles. No out buildings, storage buildings or sheds shall be allowed, except that the

Developer may approve the construction of a detached building, if the building is to be constructed with a design and materials which are consistent with, and complimentary to, other buildings in the Subdivision. All buildings shall be constructed of concrete block with stucco over all sides, or brick or brick veneer (no struck block is permitted).

B. In the construction of any improvements, whether the same be a residence, an out-building, a driveway, a pool, which also includes pool screen enclosures and the screening materials, fence, landscaping, walls, or other such similar improvements, the plans shall be submitted by U.S. Mail, postage pre-paid, or hand delivery of a copy of the same to the Developer, Michael W. Oehlerking, whose address is 601 S.E. 80th Street, Ocala, Florida 34480, or such other address as the Developer designates in writing. All plans shall be subject to review by the Developer or his assigns to insure compliance with these Deed Restrictions. If the Developer or his assigns has not indicated, in writing, that the plans do not comply with the Deed Restrictions within fifteen days after delivery of the same, then the plans shall be deemed approved. The failure of the Developer to object to the plans shall not be deemed a presumption that the plans comply with the Deed Restrictions, it being the obligation of the owners to insure such compliance. The failure of the Developer to object to any plan shall not be deemed a waiver of the obligation of any owner to comply with the Deed Restrictions nor the right of the Developer, or any other person under these Deed Restrictions, to enforce them. The Developer shall have the right to waive non-material aspects of the Deed Restrictions if the Developer, in his sole opinion, deems

such waiver to be reasonable and necessary based upon the specific factual needs of the person requesting the same and as long as the waiver does not detract from the overall harmony of the appearance of the buildings and improvements in the subdivision. However, no waiver shall be deemed to exist unless it is in writing, signed by the Developer. It is the intention of the Developer in creating these requirements to provide that the design, color, location, and general appearance of the construction in the subdivision shall be attractive and in harmony with other such buildings and improvements in the subdivision. Construction described in this sub-paragraph must be completed within 180 days after commencement.

C. Only chainlink fence shall be permitted in the subdivision. The maximum fence height shall be FIVE (5) feet and shall only be permitted in the backyard and sideyards. No hedge shall be allowed to exceed the height of FIVE (5) feet on any Lot. No hedge exceeding 30 inches in height shall be erected in the frontyard along the front or side Lot lines.

3. Minimum square footage for air-conditioned living area of residence shall be 1,600 square feet, exclusive of the garage. No mobile home, modular home or house trailer shall be placed on or used on any of the said Lots as a permanent or temporary residence, or for any other purpose.

4. All water and septic systems shall meet the requirements of State, County and other applicable governmental authority.

5. A. As used in these Protective Covenants, the term "Landscaping" means any alteration, modification, ornamentation or decoration, of any nature whatsoever, of the natural vegetation of a Lot. Owners may, however, replace dead shrubbery or add

additional shrubbery within existing landscaped areas, without prior approval. Lawns shall be comprised of grass sod. No artificial shrubbery, artificial trees or other artificial vegetation or landscaping shall be permitted. All landscaping shall be regularly mowed, trimmed or otherwise maintained in good condition at all times by the Owner. No excessive or unsightly undergrowth or brush shall be permitted. All hoses which are used for watering shall be stored by Owner out of view by the general public except when being actually used.

B. Each property owner shall promptly after completion of construction of a residential dwelling on the property sod or otherwise grass, with grass compatible with other Lots in the Subdivision, all portions of the Lot(s) owned by the property owner and shall take such actions as is necessary to maintain the grass and lawn to the paved road abutting the Lot(s) in good and neat condition at all times.

6. No window mounted air conditioning units shall be permitted to be placed in a residence. No residence shall have aluminum foil placed in any window or glass door, or any reflective substance placed on any glass, except as may be approved by the Developer for energy conservation purposes.

7. Owners shall keep, at all times, their Lot and any easements located on or adjacent thereto (including utility easements), in a neat, clean and orderly condition. All grass and shrubs must be watered and fertilized as necessary in order to keep lawns and shrubbery green and alive. Developer, or the utility company operating the water system, or their assigns, may, in its sole discretion, set lawn and shrubbery watering times for all Lots

in the Subdivision. In the event the Owner of any Lot fails to do so, the Developer reserves the right to enter upon the Lot and care for the same by cutting or cleaning the Lot, and shall deliver written notice to such Owner demanding reimbursement for the cost of such care. Should the Owner of any Lot, within FIFTEEN (15) days of delivery of such notice, fail to reimburse Developer, Developer shall levy a special assessment against such Owner for reimbursement and shall be entitled to a lien on said Lot.

8. No owner shall, or allow any other person to, burn any trash, debris or refuse, on any Lot in the Subdivision except, however, the Developer may burn debris when clearing any land or Lot(s) in the Subdivision.

9. No garden may be grown or cultivated in front or side yard of any Lot in the Subdivision.

10. The Developer has entered into an exclusive franchise agreement with a utility company for the installation and operation of a central water system to serve lots in the Subdivision. No wells may be placed on any Lot in the Subdivision, except, however, the Developer hereby reserves unto himself the right to place a well in such areas as may be necessary for the sole purpose of providing water for irrigation of the common areas.

11. No Owner in the Subdivision shall place, install or construct upon any Lot, or allow to be placed, installed or constructed upon any Lot, a fixed water sprinkler system for irrigation purposes, without the prior written consent of the Developer.

12. To the extent permitted by the Federal Telecommunications Act of 1996 and subsequent Amendments and rules promulgated

thereby, no radio, television nor any other exterior electronic or electrical equipment, antenna, aerial, satellite receiver or "dish" or similar receiver shall be installed or maintained on any Lot or on the exterior of any residence or structure except that a satellite "dish" not greater than 39 inches in diameter and not exceeding a height of five (5) feet may be installed on a Lot for the purpose of serving that Lot only. This provision shall not restrict the right of the Developer, at its election, to install a master antenna, or satellite receiver or "dish", or any other equipment to provide cable television and security system to the Subdivision. All "dishes" shall be placed in the backyard or shall be otherwise restricted from the view from the front of the home by location or by an otherwise acceptable shield as approved by the Developer.

13. Flags and streamers for the purpose of advertising a residence "For Rent" or "For Sale" are prohibited. Only one "For Rent" or "For Sale" sign may be displayed by a Lot Owner, the dimensions of which shall not exceed 24 inches X 24 inches. This restriction shall not apply to all sales models that are so designated by the Developer and/or the builders in this Subdivision.

14. No garments, rugs or any other materials shall be hung, displayed or dusted from the windows, balconies or from the exterior of any residence. Except as may be prohibited by Section 163.04, Florida Statutes, outside clotheslines or other exterior clothes drying facilities are prohibited except on portable umbrella type clotheslines which may be used if desired. All permitted clotheslines must be removed and stored inside the

residence when not in use. Under all circumstances, all permitted clotheslines must be located in the backyard only within FIFTEEN (15) feet of the residence.

15. All driveway entrances from the street pavement to Lot line shall be constructed of concrete in accordance with the County or other applicable regulating government agency regulations and specifications.

16. All residences, structures, septic tanks and other improvements shall be constructed to comply with the minimum set-back requirements as required by applicable governmental agencies for construction in Marion County, Florida.

17. No noxious or offensive activity shall be carried on upon any Lot nor within the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. No commercial enterprise of any type shall be conducted from or at any residence or lot within the Subdivision; however, the Developer and/or the two designated builders shall have the right to maintain a sales office in the Subdivision and to market Lots and homes in the Subdivision. The two designated builders and/or Developer may have several models but shall use only one as the sales office. There shall not be more than two designated builders within the subdivision as approved by the Developer.

19. No trailer, tent, shack, detached garage, barn, carport or other out buildings shall be erected on any Lot.

20. Any swimming pool to be constructed on any Lot shall be composed of material that has been thoroughly tested and accepted by the Swimming Pool Industry for such construction. No above

ground pools shall be permitted.

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21. No motor homes, recreational vehicles, boats, trailers, pick-up trucks or motor vehicles in excess of 3/4 ton rating shall be kept or parked on any Lot in excess of TWENTY-FOUR(24) hours during any calendar month except in a garage. No vehicle may be parked on any street or right-of-way. The Developer is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Developer is specifically granted the right to enforce this provision by the towing of vehicles in violation of these provisions at the expense of the Owner, which sum shall be due and payable by Owner within FIFTEEN (15) days of receipt of written notice from Developer demanding reimbursement.

22. No motor vehicles without current license plates shall be stored or parked anywhere in the Subdivision. No items may be stored on a Lot outside a residence, including without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked, non-operating or junked vehicles, appliances, furniture, equipment, building materials or lawn tools and equipment.

23. No Lot Owner, nor any family member, guest, invitee, licensee or tenant shall engage in the construction, reconstruction, repair or maintenance of any motor vehicle, whether the motor vehicle is owned by the Owner or not except, however, the provisions of this paragraph shall not prohibit, on the Owner's Lot, the washing and polishing, tire change, or oil change of a motor vehicle which the Owner owns. All motor vehicles must be maintained so as not to create an eyesore or affect the aesthetic

standards of the Subdivision.

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24. Driveways shall not be painted or colored. All driveways shall be maintained in the form and style as originally constructed unless modified pursuant to paragraph 2(B) of these Protective Covenants.

25. Except as hereinafter provided, no animals, swine, birds, fowl, poultry or reptiles of any kind shall be raised, bred or kept on any Lot. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such manner as to constitute a nuisance. No dog shall be kept on any Lot which, by barking, howling or otherwise, disturbs the quiet of the neighborhood. Not more than a total of TWO (2) pets (e.g. one dog and one cat) shall be allowed to be kept on a Lot. All pets shall be kept on a leash when off the pet owner's property and no pets shall be allowed to run at large in the aforementioned Subdivision. All pet owners shall be responsible for removal of their pet's feces from the other Owners' Lots.

26. All garbage cans, pumps, fuel oil tanks, gas tanks and other storage tanks shall be screened and hidden from sight or shall be placed in an underground receptacle other than on trash or garbage collection days only.

27. No change in grade elevation may be made on any Lot.

28. No Lot shall be divided except with the approval of the Developer or to correct an error in the platting of the Subdivision, or to conform with the requirements of law.

29. All of the above covenants, terms and conditions shall apply and remain in force as covenants running with the land until

January 1, 2028 and thereafter as set forth in paragraph 30 below, and the Purchaser of any of the lots in the Subdivision shall take title subject to and abide by the covenants, restrictions, terms and conditions. In the event of violation of any restriction, or condition or breach of any covenants or agreement herein contained, the Developer may enter upon the land upon which such violation or breach exists and summarily abate and remove, at the expense of the owner thereof, any thing, condition or structure that may be or exist to the intent or meaning of the provisions hereof, and the Developer shall not hereby be guilty of any manner of trespass for such entry, abatement or removal. Further, these restrictions may be enforced by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

30. These covenants are to run with the land and shall be binding upon all parties, and all persons claiming under them until January 1, 2028, at which time said covenants shall automatically be extended for successive periods of TEN (10) years, unless by vote of a majority of the then Owners of the Lots of the Subdivision, it is agreed to change the covenants in whole or in part.

31. Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceeding at law or in equity against any persons violating or attempting to violate any of the covenants and restrictions or provisions, either to restrain violation, to enforce personal liability, to recover damages, or by any appropriate proceeding at law or in equity against the land to

enforce any lien or charge arising by virtue thereof. The failure of the Developer or any lot owner to enforce any of the covenants and restrictions hereof, shall in no way be deemed a waiver of the right to do so thereafter. The Developer shall have no obligation or duty to enforce any covenants herein contained.

32. In connection with any action or proceeding arising out of or relating to, directly or indirectly, this Declaration of Restrictive Covenants:

A. Such action or proceeding shall be brought in the Circuit Court of the Fifth Judicial Circuit of the State of Florida, in and for Marion County, Florida, which Court shall have exclusive jurisdiction of the action or proceedings, venue in all other courts being expressly waived;

B. The Court shall determine all issues of law and fact, a jury trial being expressly waived; and

C. The prevailing party shall be entitled to recover all of its costs and expenses, including a reasonable attorney's fee for all proceedings, including appellate proceedings.

33. The Developer may, in his sole discretion, make modifications, deletions, additions, or amendments to these restrictions applicable to the aforesaid lands, provided that any such additional restrictive covenants or modifications, deletions, or amendments thereto shall not affect the lien of any mortgage then encumbering any of the aforesaid lands. The Developer shall have the right to assign all of his rights and privileges under these Protective Covenants.

34. Each and every paragraph and provision contained in these Protective Covenants are declared to be severable, and should any

term, provision, paragraph or covenant contained herein be determined to be invalid, the same shall in no way affect any other provisions hereof which shall continue to remain in full force and effect.

35. Unless the context otherwise requires, whenever used in this Declaration:

A. "Person" shall include individuals, corporations, partnerships, trusts, estates and other legal entitles.

B. "Lot" shall mean any plot of land shown as a numbered parcel on the aforementioned plat.

IN WITNESS WHEREOF, the Developer has caused theses Restrictions to be executed, this the ___ day of February, 1999.

Signed, sealed and delivered in our presence as witnesses:

[Signature]
Witness: R. William Futch

[Signature]
MICHAEL W. OEHLERKING, Developer

Karen A. David
Witness: KAREN A DAVID

STATE OF FLORIDA
COUNTY OF MARION

SWORN TO AND SUBSCRIBED before me this the 1st day of ~~February~~ March, 1999 by MICHAEL W. OEHLERKING, who is personally known to me.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

FILE: 99020166
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