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BOOK 567 PAGE 256

4771

PROTECTIVE COVENANTS
OF
CERTAIN LOTS OF SILVER SPRINGS SHORES,
UNIT FORTY-TWO

WHEREAS, SILVER SPRINGS SHORES, INC., a Florida corporation, is the Owner and Developer of the following described property, situate in Marion County, Florida; and

WHEREAS, it is now desired by the Developer to impose protective covenants, restrictions and limitations of record as to each and every of the lots located in the following described property, to-wit:

SILVER SPRINGS SHORES, UNIT FORTY-TWO, according to the plat thereof, recorded in Plat Book J, pages 394 thru 399, inclusive, of the Public Records of Marion County, Florida, LESS AND EXCEPT Tracts "C-U", "E-T", "E-X", "F-K", "F-L";

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CLERK CIRCUIT COURT
MARION COUNTY, FLA.

NOW THEREFORE, these protective covenants, restrictions, conditions and reservations are and each thereof is imposed upon each and every of the above described lots, which said protective covenants shall be taken to run with the land, and shall be included in and made a part of all agreements for deed, deeds of conveyance, or mortgages that may hereafter be executed by Silver Springs Shores, Inc., or its successors or assigns. (As used in these restrictions, 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 Developer, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Developer who are designated as such by an instrument in writing signed by the Developer and recorded among the public records of Marion County, Florida, specifically referring to this provision of these restrictions.) Said protective covenants shall be considered as included in any such agreements for deed, deeds of conveyance, or mortgages whether written therein or referred to by reference to the book and page where this instrument is recorded in the public records of Marion County, Florida, and are as follows; to-wit:

1. Use Restrictions

No structures shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings and accessory buildings such as garages, garden houses and the like. There shall not exist on any lot at any time more than one residence. No trailer, basement, tent, shack, garage, barn or other out-building or any structure of a temporary character erected on any lot shall at any time be used as a residence, either temporarily or permanently. No structure on any lot shall be higher than a two-story house.

No lot shall be used in whole or in part for any commercial purpose.

2. Building Size Restriction

The size of all dwellings and buildings shall be as shown and described in Addendum A hereto.

Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Florida, and all governmental agencies having jurisdiction.

3. Setbacks, Easements and Right of Access

No building shall be erected, placed or permitted to remain on any lot which has an area of less than 10,000 square feet or a width of less than 50 feet on a line 25 feet from the front lot line. No part of any building shall be located nearer than 25 feet to the front lot line or nearer than 20 feet to the rear lot line or nearer than 7 1/2 feet from a side lot line; On all water-front lots, no building shall be erected on any part thereof nearer to the high water mark than 25 feet, nor nearer to the street than 25 feet, nor nearer than 7 1/2 feet from any side lot line; except that on lots abutting on two streets, roads, highways or arteries, no part of the building shall be nearer than 25 feet from the front line and 20 feet from the side street, road, highway or artery. Easements and rights-of-way are hereby reserved unto Silver Springs Shores, Inc., for the construction, installation and maintenance of any and all utilities, such as electricity, gas line, drains, sewers, roads, water supply lines, telephone and telegraph or the like, necessary or desirable for the public health and welfare. Such easements and rights-of-way shall be confined to a 7 1/2 foot width along the rear and side lines of every lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat. Notwithstanding the foregoing, from and after such time as two or more

contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines".

The foregoing setback requirements may be waived, modified, or altered by the Architectural Committee specified in Paragraph 5 hereof upon application, and the Architectural Committee shall grant such waiver, modification or alteration only in cases in which compliance with the above setback requirements would cause undue hardship and upon a showing of unusual or unique circumstances; such waiver, modification or alteration shall be in writing and shall be recorded in the public records of Marion County, Florida.

Silver Springs Shores, Inc., hereby reserves the right to release, relinquish and extinguish forever any easements, rights-of-way or setbacks, reserved by and unto itself, its successors and assigns, whether indicated on a plat or contained in these protective covenants, in circumstances where the release, abandonment and extinction of such easements, rights-of-way or setbacks are necessary for the full use and enjoyment of two or more lots or parcels used as a single building site, with the approval of the Architectural Committee.

The release, abandonment and extinction of such easements, rights-of-way or setbacks may be accomplished by recording in the public records of Marion County a Statement of Release, Abandonment or Extinction, referring to the block and lot numbers of the parcel or parcels affected, and upon the filing of such Statement, the easement, right-of-way or setback reserved by or in favor of Silver Springs Shores, Inc. shall be forever extinguished.

Right of access is hereby reserved to Silver Springs Shores, Inc., for general improvements of any person's premises or premises of Silver Springs Shores, Inc., but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.

4. Obstruction to Sight Lines

No fence, sign, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of the rounded property corner from the intersection of the street lines extended. The same sight lines limitations shall apply on any lot or tract within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent destruction of such sight lines.

5. Architectural Approval

No structure, swimming pool or swimming pool enclosures shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by an Architectural Committee to be designated from time to time by the Board of Directors of Silver Springs Shores, Inc. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant at any time. In the case of swimming pools and swimming pool enclosures, the

Architectural Committee shall have the right to waive, modify or alter the setback requirements herein included.

In the event there is no committee in existence with authority to act as stipulated herein, or in the event such committee or its designated representatives fail to approve or disapprove any design and location or the kinds of material to be used in a structure within thirty (30) days after written request to do so, then such approval of the committee or its designated representatives will not be required.

In no event will the required approval be unreasonably withheld, nor will any charge be made for said approval.

No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of Silver Springs Shores. For this purpose, any fence or hedge erected or maintained which shall exceed four (4) feet in height must have prior approval of the Architectural Committee.

No sign or advertisement of any kind, other than name plates or professional signs not to exceed one (1) square foot in area shall be erected or maintained on the premises without the written approval of the Architectural Committee.

The Architectural Committee may require each lot owner to install at his expense an electrical yard light known as a "lot light" of such type as the committee may specify, and in such location as the committee may direct; this obligation shall be a covenant running with the land, and shall also be a personal obligation of the then owner of each lot, his heirs, successors, assigns and transferees.

No receptacle for newspapers and/or mail or for the disposal of trash and/or garbage shall be employed unless same shall first have been approved as to form, type and location by the Architectural Committee.

6. Landscaping and Maintenance

All lots extending between and having frontage on a main and secondary artery shall limit the vehicular access to the secondary artery.

On all such lots a fence, hedge, wall or combination thereof shall be erected along such back lot line or portion of a back lot line within four (4) months after the completion of a residential structure on such lot. Materials and type of construction shall be approved by the Architectural Committee prior to the erection thereof.

All fences, walls and/or hedges shall be maintained in a manner to insure compatibility with the general landscaping plan of Silver Springs Shores as determined by the Architectural Committee.

The requirements of this paragraph 6 may be waived in whole or in part only upon the written consent of the Architectural Committee.

7. Nuisances, Trash, Etc.

No lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy

condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.

No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purposes.

No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six (6) months from the date of the commencement of construction.

Rubbish and garbage must be moved from lots in accordance with the sanitation regulations. No rubbish or garbage may be burned or dumped on lots or on any part of Silver Springs Shores, except in such places as may be specifically designated and approved for such purposes by the county or municipal authorities.

8. Roads

Sale of the above described lots shall include all rights of Silver Springs Shores, Inc., in and to the street, road, or highway fronting on the same to the centerline, subject, however, to the rights of all others to the use of same as public or private highways. Silver Springs Shores, Inc., hereby reserves the right to dedicate to public use any or all streets, roads, and highways abutting the property affected hereby and elsewhere in Silver Springs Shores, without the consent of any owners of the property in the subdivision.

Subject to the approval, if necessary and required by the Board of County Commissioners of Marion County, Florida pursuant to Marion County Ordinance 73-1, Silver Springs Shores, Inc., reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats hereinabove described, provided such change or replat shall not interfere with ingress or egress to the property of any lot not owned by Silver Springs Shores, Inc., or alter the size of any lot not owned by Silver Springs Shores, Inc..

9. Central Utilities

Should Silver Springs Shores, Inc., its successors or assigns, elect to construct central sewer and/or water facilities pursuant to Marion County Ordinance 73-1 or such other applicable law as shall be in effect from time to time, upon written notice thereof, each owner of any lot shall be deemed to covenant and agree to pay to Silver Springs Shores, Inc., 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 system(s) and facilities related thereto, provided that nothing contained herein or elsewhere shall be deemed to be a commitment to make such election or construct such central utilities. 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 Silver Springs Shores, Inc., 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. The annual or special assessment shall commence on the date(s) fixed by Silver Springs Shores, Inc., 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, together with such interest thereon and cost of collection thereof as hereinafter provided, shall 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 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 date of delinquency and Silver Springs Shores, Inc., 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. All properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use.

If and when a central water and/or sewer system becomes available to serve an individual lot, an individual well and/or septic tank shall no longer be permitted on such lot.

10. Use of Lakes and Covenants Pertaining to Waterfront Lots

All of the waters of the lakes shown on said property are dedicated to the joint use of the owners of lots abutting said lakes, and said owners shall have the right to full access, use and enjoyment of said lakes for all lawful purposes; provided, however, that on Lake Penny and Scott's Lake no boat more than 14 feet in length, and no powered boats shall be operated on said lake(s) except electric, non-combustible powered boats 14 feet or less in length may be operated on said lake(s) with a motor powered so as not to exceed a speed of 5 mph; provided, further, that the Developer, its successors or assigns, shall be permitted to maintain and operate powered or non-powered boats for maintenance purposes. Nothing contained herein shall restrict, prohibit or limit the Developer, its successors or assigns, from operating a Community Club for boating (subject to above restrictions), swimming, and recreational purposes for the benefit of all members of the Community Club according to the rules and regulations from time to time established by the Developer, or the Board of Directors of the Community Club, or their respective successors and assigns, and the right to the use of the lake-front areas for such purposes is specifically reserved to the Developer, its successors or assigns.

No boat landing, dock, pier, piling, seawall, or other waterfront structure shall be constructed, nor may any boat slip, canal, or other waterway be dug or excavated into any waterfront lot unless and until plans and specifications therefor shall have been approved in writing by the Architectural Committee, its successors or assigns. However, in no event shall a boat landing, dock, pier or piling exceed 25 feet in length. No lot or parcel shall be increased in size by filling in the waters on which it abuts.

Owners of lots abutting on a lake shall maintain the lakefront in a clean, orderly and safe condition, and may not remove, reduce, cut down, or otherwise lower the elevation of the land located on the lakefront, or affect the water level or quantity by drawing water from the lake or otherwise, without the written permission of the Developer, its successors or assigns, nor deposit any refuse, rubbish, trash, sewage or pollutants, into the lake. In addition, and not to the exclusion of any rights which the Developer, its successors or assigns, may have in law or in equity to compel compliance with the terms of this covenant, or to prevent the violation or breach hereof, the Developer, its successors or assigns, may enter upon the property of any lot owner without such entry constituting a trespass, to repair, clean, preserve, clear out, or take any action to obtain compliance with this provision; and the costs and expenses necessarily incurred to enforce this provision shall be paid by the lot owner affected thereby to the Developer, its successors or assigns, and the payment thereof shall be secured by a lien against the property.

11. Right to Amend Covenants and Building Restrictions

Silver Springs Shores, Inc., hereby reserves the right to amend these covenants and building restrictions, provided that (i) the then owner or owners of a majority of the lots covered by these covenants and building restrictions consent to such amendments, and (ii) if necessary and required pursuant to Marion County Ordinance 73-1, the Board of County Commissioners of Marion County shall have approved such amendments.

12. Duration of Restrictions

The covenants, restrictions and affirmative obligations contained herein, except as same may from time to time be amended as provided herein, shall be the sole applicable covenants restricting and affecting residential lots in the affected units conveyed subsequent to the date of the declaration adopting these covenants.

All of the reservations, restrictions, easements, and conditions contained herein shall be deemed covenants running with the land described hereinabove, and shall be binding upon all successive owners thereof and all persons claiming under them until January 1, 1999, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the above described lots it is agreed to change covenants in whole or in part.

13. Remedies for Violations

Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. In addition to the foregoing, the Developer, its successors or assigns, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of

ADDENDUM A

No dwelling containing less than 1200 square feet of living area, exclusive of garages, carports and accessory buildings, shall be permitted on the following lots:

<u>Blocks</u>	<u>Lots</u>
1627	1 thru 32

No dwelling containing less than 900 square feet of living area, exclusive of garages, carports and accessory buildings, shall be permitted on the following lots:

<u>Blocks</u>	<u>Lots</u>	<u>Blocks</u>	<u>Lots</u>
1617	1 thru 25	1646	1 thru 34
1618	1 thru 18	1647	1 thru 35
1619	1 thru 14	1648	1 thru 5
1620	1 thru 9	1649	1 thru 14
1622	1 thru 17	1650	1 thru 12
1623	1 thru 17	1651	1 thru 12
1624	1 thru 7	1652	1 thru 13
1625	1 thru 9	1653	1 thru 15
1626	1 thru 12	1654	1 thru 11
1628	1 thru 13	1655	1 thru 34
1629	1 thru 9	1656	1 thru 7
1630	1 thru 14	1657	1 thru 10
1631	1 thru 18	1658	1 thru 10
1632	1 thru 28	1659	1 thru 25
1633	1 thru 21	1660	1 thru 15
1634	1 thru 11	1661	1 thru 14
1635	1 thru 18	1662	1 thru 12
1636	1 thru 17	1663	1 thru 20
1637	1 thru 25	1664	1 thru 17
1638	1 thru 19	1665	1 thru 16
1639	1 thru 33	1666	1 thru 15
1640	1 thru 13	1667	1 thru 15
1641	1 thru 12	1668	1 thru 8
1642	1 thru 20	1669	1 thru 6
1643	1 thru 23	1670	1 thru 21
1644	1 thru 19	1671	1 thru 9
1645	1 thru 16	1672	1 thru 17

Filed and recorded MAY 23 1973 in B. Book 567 pg. 256
 Record Verified. John E. [Signature] Arch of Civil Cases, Miami Co., Fla.
 By [Signature] D. C.

This instrument was prepared by:
JOHN MONTGOMERY GREENE, Attorney
230 Legal Center, Ocala, Florida

11721

DECLARATION OF PROTECTIVE COVENANTS BOOK 580 PAGE 735

WHEREAS, SILVER SPRINGS SHORES, INC., a Florida corporation, by instrument recorded in Official Records Book 567, pages 256 through 264, inclusive, imposed certain protective covenants upon the lands described therein, specifying building size restrictions for certain portions thereof, and,

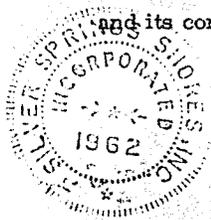
WHEREAS, by inadvertance Lots 1 through 5, inclusive of Block 1621 were omitted from Addendum "A" attached to said declaration at page 264 thereof, although said restrictions were and are intended to be imposed upon the title to said lots, it is, therefore,

DECLARED, that the building size restrictions imposed by paragraph numbered 2 in Official Records Book 567 at page 257 are hereby imposed upon:

Lots 1 through 5, inclusive, Block 1621, Unit 42,
SILVER SPRINGS SHORES, according to the plat
thereof recorded in Plat Book "J", page 394 et seq.

as though the same had been included in said Addendum "A" at page 264 of Official Records Book 567.

IN WITNESS WHEREOF, the corporation has caused these presents to be executed



its corporate seal affixed, this 31st day of July, 1973.

SILVER SPRINGS SHORES, INC.

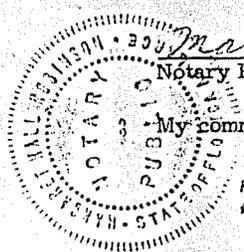
By: Clyde B. Larramore
Vice-President

STATE OF FLORIDA
COUNTY OF MARION

Before me personally appeared Clyde B. Larramore, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice-President of Silver Springs Shores, Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as such Vice-President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 31st day of July, 1973.

Margaret Hall Robinson
Notary Public, State of Florida at Large
My commission expires: Nov. 6, 1975



Filed and recorded AUG 7 1973 in O. R. Book 580 Page 735
Record Verified. John E. N. Johnson, Clerk of Circuit Court, Marion Co. Fla.
By J. T. James D. C.

FILED
1973 AUG 7 PM 4:21
CLERK CIRCUIT COURT
MARION COUNTY, FLA.

S U P P L E M E N T A L D E C L A R A T I O N
 O F
 C O V E N A N T S
 SILVER SPRINGS SHORES
 COMMUNITY IMPROVEMENT ASSOCIATION, INC.

FILED
 JUN 14 4 PM 1973
 CLERK COUNTY COURT
 MARION COUNTY FLA.

SUPPLEMENTAL DECLARATION, made this 21st day of May, 1973 by SILVER SPRINGS SHORES, INC., a Florida corporation having its principal office at 3900 Southern Boulevard, S. E., Rio Rancho Estates, New Mexico 87124, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants (hereinafter referred to as the "Declaration") made on July 27, 1972 and recorded in the Office of the County Clerk of Marion County, Florida in Book 521, at Page 190, the Developer has the right to bring within the scheme of said Declaration additional properties in its real estate community described therein; and

WHEREAS, the Developer is the owner of the property hereinafter described and now desires to subject said property to the scheme of the aforesaid Declaration as fully as though it had been included in the "Properties" as defined and described in the said Declaration;

NOW, THEREFORE, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration of July 27, 1972, which is incorporated herein by reference and made a part hereof as though fully set forth.

The Property, which is the subject of this Supplemental Declaration, is the following. All numbered lots in all numbered blocks in all those certain Units in Silver Springs Shores as per subdivision plat thereof recorded in Plat Book "J" of the Marion County Public Records described as follows:

- Unit 42 Pages 394 - 399
- Unit 44 Pages 368 - 373 A

IN WITNESS WHEREOF, SILVER SPRINGS SHORES, INC. has caused its seal to be hereunto affixed and these presents to be signed by its officers thereunto duly authorized the day and year first above written.



SILVER SPRINGS SHORES, INC.

Howard W. Friedman
Howard W. Friedman, President

Ronnie Schlien
Ronnie Schlien, Assist. Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

BE IT REMEMBERED, that on this 21st day of May, 1973, before me, the subscriber, a Notary Public of the State of New York, personally appeared Howard W. Friedman, President of Silver Springs Shores, Inc., who, I am satisfied, is the person who has signed the within instrument; and I, having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Arthur S. Mantel
ARTHUR S. MANTEL
Notary Public, State of New York
No. 41-251-111
Qualified in Queens County
Commission Expires March 30, 1975

Filed and recorded JUN 4 1973 in O. R. Book 267 Page 135
Record Verified John E. Nicholson, Clerk of Circuit Court, Marion Co. Mo.
By *[Signature]* D. C.