

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
for  
SPRINGWOOD ESTATES UNIT 6**

**THIS DECLARATION** made this \_\_\_\_ day of \_\_\_\_\_, 2009, by **SPRINGWOOD ESTATES DEVELOPMENT CORPORATION**, hereinafter called “Developer” or “Declarant”.

**WITNESSETH:**

**WHEREAS**, Developer is developing certain real property in Hernando County, Florida known as Springwood Estate Unit 6 as recorded in Plat Book 38, pages 21 and 22 of the public records of Hernando County, and hereinafter referred to as “Land” or “Property”; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in Springwood Estates Unit 6; and

**WHEREAS**, Developer desires to create and impose certain covenants, conditions, easements, and land-use restrictions with respect to the Land for the benefit of all owners thereof; and

**NOW, THEREFORE**, Developer hereby declares that all of the Land shall be held, sold, and conveyed subject to the covenants, conditions, easements, and restrictions which are set forth herein, and which are intended to protect the value and desirability of the Land. The covenants, conditions, easements, and restrictions are hereby declared to run and be binding upon the Land and all parties, their heirs, personal representatives, successors, and assigns, having any right, title, or interest in the Land or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each Owner of any part of the Land.

## ARTICLE I

### DEFINITIONS

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term:

1. **Covenants** shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
2. **Declaration** shall mean and refer to this Declaration, together with any supplements or amendments hereto.
3. **Developer** and/or **Declarant** shall mean Springwood Estates Development Corporation, and his successors and assigns. Any rights specifically reserved to Springwood Estates Development Corporation, in any instrument of conveyance, shall not inure to the benefit of his successors or assigns unless such rights are assigned by Springwood Estates Development Corporation in a recorded instrument to such successors or assignee and such successor or assignee accepts the obligation of the Developer. The Developer may assign or pledge any or all of his rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to Springwood Estates Development Corporation as the Developer is not intended, and shall not be construed, to impose upon Springwood Estates Development Corporation, any obligation or liability for the acts or omissions of third parties who purchase any property within Springwood Estates Unit 6 from Springwood Estates Development Corporation, and develop and re-sell such property.
4. **Dwelling** shall mean and refer to a single family residency located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words "Lot" and "Unit".
5. **Lot** shall mean and refer to any area of real property, which is included in Exhibit "A" and is conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit. The word "Lot" may, when the context so requires, be used interchangeably herein with the words "Unit" or "Dwelling".
6. **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Land.
7. **Land Use Documents** shall mean this Declaration.

**ARTICLE II**  
**RESTRICTIONS**

**Section 2.01 - Lots.** The Lots shall be used for single family residential purposes only. Two or more whole lots may be combined for one residence site if allowed by the appropriate government agencies and public utilities. No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire lot and no part of any such building shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or any other type of transient accommodations. No business of any kind shall be conducted in any residence or on any lot except the business of the Declarant and its transferees in developing the lots in the subdivision as a residential community.

**Section 2.02 - Size of Resident.** Each residence shall have a minimum living area of one thousand two hundred square feet (1,200 sq. ft.). Living area shall be defined as the area of the main residence, exclusive of screened porches, garages, and storage areas.

**Section 2.03 - Vehicular Parking.** No vehicles may park on paved streets overnight. No recreational vehicles, boats, campers, and motor homes may be parked in the development unless parked inside closed garages.

**Section 2.04 - Accessory Buildings.** Without limitation, no tent, shack, barn, mobile home, motor home, or other temporary outbuilding shall at any time be erected and used temporarily or permanently as a residence, except temporary buildings used by contractors or owners in connection with the construction of a Dwelling.

**Section 2.05 - Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept or maintained for any commercial purposes and provided that they do not in any way constitute a nuisance to other owners in the subdivision.

**Section 2.06 - Nuisances.** No illegal or noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted to be done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or development. No trash, garbage, rubbish, debris, waste material, wrecked, unregistered or inoperable vehicles or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any Land or Lands contiguous thereto.

**Section 2.07 - Resubdividing.** The Lots shall not be resubdivided, replatted, or divided without the prior written consent of the Developer.

**Section 2.08 - Garages, Driveways.** Each dwelling must have an attached garage suitable for at least one (1) car, or a detached two (2) car garage.

**Section 2.09 - Hunting.** No hunting of any kind shall be permitted nor will the discharge of any firearms of any type or kind be permitted.

**Section 2.10 - Location of Structures.** No dwelling, or any part thereof, shall be erected nearer than twenty five (25) feet to the front line of any Lot, No structure shall be erected nearer than a minimum of ten (10) feet from side lot lines, nor twenty (20) feet from a rear lot line. Corner lots shall have a minimum setback of twenty five (25) feet from the street right of way. Developer and/or assigns, reserves the right to increase any required setbacks in order to maintain the overall aesthetics of the community.

**Section 2.11 - Governmental Restrictions.** Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction, and any provision of this Declaration, the most restrictive provision shall apply.

**Section 2.12 - Excavation and Filling.** No Owner (except for the Developer) shall excavate or extract fill from any of the Lots subject to this Declaration for any business or commercial purposes. No elevation changes shall be permitted which may materially affect surface grade of surrounding Lots.

### **ARTICLE III**

#### **UTILITIES, EASEMENTS AND ROADS**

**Section 3.01 - Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plats and/or surveys. Within these easements, no structure, planting, or other material shall be placed or permitted to remain after placement, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements thereon shall be maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

### **ARTICLE IV**

## MAINTENANCE OF LOTS

**Section 4.01 - Maintenance of Lots.** The responsibility for the maintenance of Lots within the development shall be as follows:

Each Lot or Unit Owner shall be responsible for the maintenance of his or her Lot or Unit, and easement areas, including but not limited to the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. If all or any portion of a residence is damaged or destroyed by a fire or other casualty, it shall be the duty of the owner thereof with all due diligence to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner, and completed within six (6) months after the damage occurs.

## ARTICLE V

### GENERAL PROVISIONS

**Section 5.01 - Enforcement.** Declarant or any Owner shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereby imposed by the provisions of this Declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees.

**Section 5.02 - Severability.** The invalidation of any of the provisions hereof by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 5.03 - 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 Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded. After the original ten-year period, the covenants and restrictions contained in this Declaration shall be extended for successive periods of twenty (20) years provided that prior to the end of such twenty-year period, or each successive twenty-year period, an instrument signed by the then Owners of three-quarters of the Lots, agreeing to extend the covenants at the end of such twenty-year period has been recorded in the Public Records of Hernando County. If the then Owners of three-quarters of the Lots agree to terminate the covenants at the end of such twenty-year period, the Agreement shall be recorded at least ninety (90) days in advance of the effective date of such change.

**Section 5.04 - Amendments.**

(a) Developer shall have the right, to amend this Declaration, to correct any scrivener's errors, or to change or add provisions for the purpose of meeting the requirements of government agencies and to clarify any ambiguities determined to exist in this Declaration.

(b) Developer, in his sole discretion, shall have the right to delegate and assign to a newly formed non-profit corporation the powers of maintaining and administering the community properties and facilities, administering and enforcing these covenants and restrictions, and collecting and disbursing assessments and charges hereinafter created.

(c) Any amendment to this Declaration which would affect the surface water management system must have prior written approval of SWFWMD.

**Section 5.05 - Annexation of Additional Property.** Declarant may from time to time, in its sole discretion, without the necessity of consent or joinder of any owners or any other parties whatsoever: (1) cause additional lands or plats to become subject to this Declaration, or, (2) cause an additional Declaration of Covenants, Conditions and Restrictions, in a form substantially similar to this Declaration to be recorded in the public records of Hernando County, Florida. Under no circumstances shall Declarant be required to make such additions. Such additions shall be such size as Declarant determines and the number of such additions shall be in the sole discretion of Declarant. Additions, if any, shall be developed and platted in a manner which in the opinion of Declarant provides for the preservation of the values and amenities of the subdivision. The additions authorized under this Section shall be made by Declarant by executing and filing of record either a supplemental Declaration of Covenants and Restrictions or a new Declaration of Covenants and Restrictions in a form substantially similar to this Declaration for such additional property, extending the scheme of this Declaration to such property and such Supplemental or subsequent Declaration may contain complementary additions as may be necessary to reflect the different character, if any, of the additions and as are not inconsistent with the scheme of the Declaration. Said supplemental or subsequent Declaration shall not require the joinder, consent or approval of any owner or other party whatsoever. In no event, however, shall such Supplemental or subsequent Declaration revoke, modify, or add to the provisions of this Declaration. The owners of those lots added by said supplemental or subsequent Declaration shall become members of the Association and shall be required to pay assessments as required of the owners of Springwood Estates Unit III.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by the Developer, on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Springwood Estates Development Corporation**

**STATE OF FLORIDA  
COUNTY OF PASCO**

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **David W. Williams, President of SPRINGWOOD ESTATES DEVELOPMENT CORPORATION**, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING Declaration of Covenants, Conditions and Restrictions, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the City and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FL  
My Commission Expires: