

SILVER MEADOWS CENTRAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, these Protective Covenants and Restrictions for SILVER MEADOWS, hereinafter referred to as the "Declaration", was made and entered into this 26th day of February, 1993, by JOHN M. CURTIS, TRUSTEE, hereinafter referred to as "DECLARANT" and the undersigned Property Owners;

WHEREAS, DECLARANT is the Owner of that certain tract of line which has been platted as SILVER MEADOWS CENTRAL, recorded in Plat Book 2, Pages 82 through 85, of the Public Records of Marion County, Florida, all of which property as platted shall hereinafter be referred to as the "Property";

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of property values and amenities in the residential community at the Property and desires to subject the Property to the Covenants, Restrictions, Easements, and Liens combined in this Declaration, each and all of which is and are for the benefit of such Property and each Owner of any portion thereof; and

NOW, THEREFORE, DECLARANT hereby declares the following restrictions and limitations on use and development, which shall bind each, any, and all subsequent Owners, whether holders of legal or equitable title or both, which shall constitute Covenants running with the Property:

1.00 USE: All lots shall be known, described, and used as SINGLE FAMILY RESIDENTIAL lots only. In addition, DECLARANT shall be entitled to own lots located on the Property for the purpose of locating a temporary construction, information, and sales office, which office shall be fully landscaped during its period of use. The construction, information, and sales office may be a modular facility, notwithstanding the provisions of Section 3.01.

2.00 PLAN REVIEW COMMITTEE: No home, building, addition, pool, fence, or wall shall be placed on or erected on any lot(s) unless the site plan, building plans, specifications, and locations are approved by the Plan Review Committee in writing before commencement of construction. The Plan Review Committee shall be comprised of the DECLARANT or DECLARANT'S agents or assigns until FIFTY PERCENT (50%) of the lots are constructed upon and thereafter FIVE (5) volunteer home owners within the subdivision as elected annually by the home owners.

2.01 PLAN APPROVAL: A lot Owner may initiate action for approval of plans and specifications by sending a copy of same to DECLARANT and if said plans and specifications shall not have been approved or disapproved within FIFTEEN (15) days after submission, then same shall be conclusively deemed to have been approved and lot Owner may proceed with construction. It is the intention of the DECLARANT in creating this requirement to provide that the design, location, and general appearance of construction in SILVER MEADOWS CENTRAL shall be attractive and in harmony with other such buildings on Property.

3.00 CONSTRUCTION: All residences shall be constructed on site with new materials and shall be of an attractive design. No residence shall be constructed of used materials, except used bricks. Solid, continuous, masonry foundations will be required. Any additions must be of the same construction as the residence. Detached garages and buildings shall be permitted and must be constructed of the same or similar materials as the adjoining single family residence. When construction of any residence is begun, work thereon must continue diligently and construction must be completed in 12 months from the date of commencement of construction, unless an extension is granted in writing by the Plan Review Committee.

3.01 STRUCTURES: NO MOBILE HOMES, NO MODULAR HOMES, and no conventional homes moved from another location shall be placed, erected, or moved onto Property, EXCEPT DECLARANT may erect or install a temporary construction, information, and sales office upon the Property until such time as all homesites within the subdivision are sold.

3.02 SIZE OF STRUCTURES: The ground floor of any single story residence erected on said Property shall not be less than 1,850 SQUARE FEET of living area. Said living area can be heated and cooled and is exclusive of garages, carports, open porches, decks, or atriums. The main roof shall not have less than a 5 1/2" pitch and fascia shall have a minimum width of

5 1/2". Each residence shall contain a side entry grange providing space for at least TWO (2) automobiles and which must remain operational for the storage of automobiles. Garage entrances to corner lots shall not be on any street side, but shall be on the side of the home bordering another lot. Electric power, telephone, cable TV, and other utility lines shall be run underground to each house or building.

3.03 HEIGHT OF STRUCTURES. No residence erected on said lot(s) shall exceed TWO (2) stories in height. Any two-story residence shall have a minimum of 2,000 SQUARE FEET living area and with a minimum first floor living area of 1,500 SQUARE FEET.

3.04 TEMPORARY BUILDINGS: No temporary buildings shall be erected or maintained on any lot(s) with the exception of a temporary construction, information, and sales office located on lot(s) owned by DECLARANT.

3.05 UNSIGHTLY APPURTENANCES: There shall be no window unit air conditioners or other unsightly appurtenances extending from the windows or wall of any residence. Water pumps and water tanks must be located in garages or fully enclosed pump houses.

3.06 SCREEN PORCHES: Any screen porch must have a black, brown, or green color screen. No raw aluminum color screen or frames will be allowed.

3.07 AIR CONDITIONING: Air conditioning equipment rated in excess of 42,000 B.T.U. (3.5 tons) shall not be installed in any residence of this subdivision. Those residences which have cooling loads in excess of 42,000 B.T.U. shall be served by two or more units. Failure to comply with this restriction will liable the home owners for any costs incurred by the City of Ocala Electric Dept. to insure that voltage flicker from starting the air conditioning equipment does not exceed five percent (5%) of the standard delivery voltage.

3.08 ELECTRIC SERVICE: As per an agreement made between the City of Ocala Electric Dept. and DECLARANT, each homeowner shall be responsible for the cost and installation of the underground electric service cable from the fee location to the metering equipment. The Ocala Electric Utility will not and is not responsible for installing any electric service cables in this subdivision. Details of this requirement are available through DECLARANT in the City of Ocala Special Considerations for Silver Meadows Central.

3.09 CONSTRUCTION DAMAGES: Any construction on any lot(s) shall be at the risk of the Owner of such lot(s) and the Owner of such lot(s) shall be responsible for any damage to any curbing or street resulting from construction on such lot(s). Repairs of construction damage must be made within THIRTY (30) days after completion of such construction.

3.10 RECONSTRUCTION OF DAMAGED IMPROVEMENTS: In the event of damage by fire or other hazard to any improvements located upon any lot(s), the Owner of such lot(s) shall commence and complete reconstruction of the Improvements as soon as is reasonably practicable. The reconstruction shall be in style and substance equivalent to the prior damaged improvements.

4.00 DRIVEWAYS: All driveways shall be concrete and have a minimum width of TWELVE (12) feet and be constructed of concrete, EXCEPT driveways that are more than 150 feet long may be constructed of 1" asphalt over 6" of limerock..

5.00 SODDING AND GRASSING: All disturbed front, side, and rear yards must be sodded or sprigged upon completion of a residence on any lot(s) and prior to occupancy of any residence

6.00 SWIMMING POOLS: All swimming pools shall consist of "IN GROUND" construction, and shall be constructed in a conventional, permanent fashion.

7.00 FENCING: Attractive wooden 3 or 4 board black, white, or penetrated board fence with post and rails (NOT TO EXCEED FOUR AND ONE HALF (4.5) FEET IN HEIGHT) may be erected on side lot(s). The erection of any fence type in the front yard is absolutely prohibited except with the written approval of DECLARANT.

7.01 PRIVACY FENCING: Privacy fencing NOT TO EXCEED SIX (6) FEET IN HEIGHT may be erected around pool areas and back yards and set back at least 60 feet from all street rights-of-way and 10 feet from all other property lines with

landscaping between privacy fence and street rights-of-way and adjoining properties. WRITTEN PLAN APPROVAL must be obtained from DECLARANT prior to any privacy fencing construction.

8.00 SUBDIVISION OF LOTS: No lot shall be subdivided, except that a fraction of a lot may be added to an adjoining lot to make a larger lot and the remaining fractional lot must be added to its adjoining lot for the same purpose. Lots may be assembled and re-surveyed or subdivided but in no event shall lots be subdivided so that any re-surveyed or re-subdivided lot contains less than 1 acre.

9.00 SIGNS: No sign shall be erected on any lot(s) except that one small (not to exceed the maximum dimensions of 36 inches by 24 inches) sign advertising the property as being "For Sale" or "For Lease" may be placed on each lot. DECLARANT, at any time the DECLARANT owns a lot within the Property, shall be entitled to place a sign not to exceed EIGHT (8) feet in height by EIGHT (8) feet in length, facing Highway C-35 and located within TEN (10) feet of the boundary line of any lot(s) fronting onto Highway C-35, provided that such sign is located between the outside boundary of the lot(s) and a berm separating the balance of the lot(s) from visual sight of Highway C-35.

10.00 GARBAGE, TRASH CONTAINERS, BURNING: Each Property Owner shall provide garbage and trash containers that are underground or in screened or sanitary enclosure and are not visible from the street or from adjoining property except during those hours designated for garbage and trash collection. No Owner, tenant, or occupant shall burn any rubbish, leaves, or trash on any lot(s) at any time.

11.00 GRADE OR ELEVATION CHANGES: No grade or elevation of any portion of any lot(s) may be changed, without the specific written consent of DECLARANT, except that which would be considered "normal" site preparation.

12.00 SETBACKS: All residences and structures shall be constructed to comply with the following setback requirements:

RESIDENCE and PRIVATE GARAGE:		CORNER TRACT SET-BACK:	
Front property line set-back	50 feet	Front property line set-back	50 feet
Side property line set-back	10 feet	Side property line set-back on side street	10 feet
Back property line set-back	10 feet	FENCES:	
OTHER DETACHED STRUCTURES:		Fences may be erected on property lines	0 feet
Front property line set-back	75 feet		
Side property line set-back	10 feet		
Back property line set-back	10 feet		

13.00 MAILBOXES: All mailboxes and newspaper receptacles shall be enclosed in a wooden, brick, split block or stucco facade to conform to the design and architecture of the residence.

14.00 WATER AND SEPTIC SYSTEMS: All water and septic systems shall meet state and county requirements.

15.00 OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on or upon any lot(s) or within any portion of the Property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

16.00 ADDITIONAL VEHICLES: No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle other than a private passenger vehicle shall be parked or maintained on any lot(s) except in an enclosed garage. No commercial vehicle of any kind other than one operated by a vendor providing delivery or temporary services to the premises shall be permitted on any lot(s) at any time.

17.00 PROPERTY MUST BE KEPT CLEAN AND NEAT: Each Property Owner shall maintain Owner's lot(s) and all improvements thereon in a clean, neat, and attractive condition and shall not permit any natural or artificial feature on any lot(s) to become obnoxious, overgrown, or unsightly. Non-operating vehicles, accumulation of debris, refuse, trash, junk, construction materials, equipment, or any other unsightly objects MAY NOT be stored on the Property. Each lot, whether vacant or occupied, shall be mowed periodically and kept in the same or better condition than when sold by DECLARANT to the original BUYER. Each Property Owner shall maintain a II Property lying between Property Owner's lot line and the pavement of any paved street. In the event grass or weeds more than 12" high, non-operating vehicle, debris, refuse, trash, junk, or anything unsightly is allowed to accumulate on the Property, DECLARANT or DECLARANT'S AGENT, is hereby authorized to clean up said Property and bill the Property Owner for mowing and clean up activities. The Property Owner shall have TEN (10) days from receipt of bill to any for cleanup. After 10 days, interest shall accrue on the unpaid fees for cleanup at the rate of EIGHTEEN PERCENT (18%) per annum, until all monies are paid voluntarily or by court order. Party paying for clean up or conducting clean up activities may sue for monies owed, interest, damages, attorney's fees, and all court costs including appellate proceedings.

18.00 ANIMALS: No animal shall be kept or maintained on any lot(s) except conventional household pets (dogs, cats, birds or fish) and then only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of any adjoining lot(s).

19.00 EASEMENTS FOR UTILITIES: DECLARANT expressly reserves easements for the creation, construction, and maintenance of utilities such as gas, telephone, electric, and cable television. Such easements are located within TEN (10) feet of all Property boundary lines.

20.00 TERMINATION, EXTENSION, MODIFICATION: These Protective Covenants and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under or through DECLARANT, until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of TEN (10) years. These Protective Covenants and Restrictions may be extended, modified, revised, or added to only by the written consent of the Owners (as noted hereinafter) of not less than SEVENTY-FIVE PERCENT (75%) of the lots located within the Property. In order for a lot to be considered to have approved the Amendment to the Covenants, such approval must be evidenced by the written consent of the fee simple Owner of the lot and all lien holders or parties holding a security interest or mortgage lien upon the lot.

21.00 VIOLATION OF PROTECTIVE COVENANTS AND RESTRICTIONS: If the parties hereto, or any of them, their successors or assigns or agent shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) owning any real Property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate and prevent said person(s) from so doing and to recover damages or dues for such violation. Failure to enforce any right, reservation, restriction limitation or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the right to do so at a later date as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. All parties owning an interest in any real Property situated in said development shall be jointly and severally bound by these Protective Covenants and all terms and conditions herein.

22.00 ASSIGNMENT: All rights, powers, and privileges reserved to DECLARANT herein are severally assignable to the full extent of each. Recorded assignment of any shall entitle all persons to treat with the assigns thereof (as to the right, power or privilege assigned) as the Owner or holder thereof. This provision shall not, however, apply to any assignment by DECLARANT to a third party of the right to construct a temporary structure in accordance with the provisions of Item 3.01, unless the assignee owns the lot upon which the temporary structure is to be located on one or more additional lots within the subdivision.

23.00 ATTORNEY'S FEES AND COSTS: In connection with any litigation arising out of the Restrictive Covenants, including any litigation to enforce or compel compliance with the Restrictive Covenants, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including appellate proceedings and further including any bankruptcy proceedings related thereto.

24.00 SEVERABILITY: Invalidation or removal of any of these covenants by Judgment, decree, court order, statute, ordinance or amendment shall in no way affect any of the other provisions which shall remain in full force and effect.

32.00 PROPERTY OWNERS ASSOCIATION: All Property Owners in SILVER MEADOWS CENTRAL shall be members of the SILVER MEADOWS CENTRAL PROPERTY OWNERS ASSOCIATION and shall be allowed 1 vote for each lot owned in SILVER MEADOWS. Owner shall pay dues and share in the prorated maintenance costs of the Common Areas which include the entrance, landscaping, barrier berms, fences, drainage easement areas and recreation areas within the subdivision, pursuant to the Articles of Incorporation and Declaration of Covenants of Silver Meadows Property Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned executed this instrument the day and year written above.

Signed, sealed and delivered in our presence as witnesses:

(s) JOHN M. CURTIS, TRUSTEE
JOHN M. CURTIS TRUSTEE

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 26th day of February, 1992, by John M. Curtis, Trustee.

(s) KATHLEEN V. BERNARD
Notary Public, State of Florida at Law

My Commission Expires: February 24, 1996