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DECLARATION OF RESTRICTIONS FOR  
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RICHARD WAKE  
 CLERK OF CIRCUIT COURT  
 HILLSBOROUGH COUNTY  
 THE SPRINGS

This Declaration of Restrictions is made and executed this  
14th day of July, 1989, by **ABBY, INC.**, a Florida  
 corporation, hereinafter referred to as "Developer", as owners of  
 certain lands in Hillsborough County, Florida, being developed for  
 residential purposes. Said lands being known as The Springs and  
 being described as:

Lots 1 through 39, inclusive, The Springs, as  
 per plat thereof recorded in Plat Book 68,  
 Page 36, Public Records of Hillsborough  
 County, Florida.

The Developer files herewith, in accordance with Chapter 695,  
 Florida Statutes, the following Master Form of restrictions,  
 covenants running with the land, and conditions of use and occupan-  
 cy. The purpose of these restrictions, which by the filing of this  
 document shall apply to the hereinabove described property, is to  
 enable and aid the establishment and maintenance of an exclusive  
 residential area of the highest quality for the maximum benefit and  
 enjoyment of its residents.

These restrictions shall be a benefit and burden upon every  
 Lot and Common Area, as defined hereinafter, in The Springs,  
 hereinafter sometimes referred to as the "Subdivision", and shall  
 be for the benefit of, and a binding limitation upon and enforce-  
 able by all subsequent owners of the subdivided lots, and their  
 heirs, personal representatives, successors and assigns.

It is hereby the intent by the Developer to create a common  
 scheme of development for the Subdivision in order to insure the  
 symmetry and beauty of the Subdivision as a residential neighbor-  
 hood. All these restrictions are deemed reasonable and enforceable  
 by the Developer as of this date.

**ARTICLE I - BUILDING RESTRICTIONS**

1. Single Family Residential Use. The herein described Lots  
 shall be used for residential single-family homes and for no other  
 purpose. No business or commercial building may be erected on any

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R-7 This instrument was prepared by  
 MARK W MERRILL  
 P.O. Box 405  
 Tampa, Florida 33601



Lot and no business may be conducted on any part thereof, except the Developer may construct a temporary sales office and/or model homes on any Lot. The word "Lot" as used herein shall mean any one of the Lots 1 through 39, inclusive, within the subdivision.

2. Size and Height. No residence shall be constructed or permitted to remain on any Lot unless the square footage thereof, exclusive of garages, porches and storage room, shall equal or exceed one thousand six hundred (1,600) square feet for a one-story dwelling and one thousand eight hundred (1,800) square feet for a split-level dwelling or a two-story dwelling. The height of any residence shall not be more than thirty-five (35) feet above abutting private street level. The Developer may grant a variance for flag poles and architectural features, such as widow walks, cupolas and other such structures.

3. Construction of Improvements. Construction of a residential single-family home shall be commenced on each Lot by Developer's grantee, his heirs, personal representatives, successors, transferees and assigns, in accordance with all applicable provisions of this Declaration, within a period of twenty-four (24) months from the date of the original conveyance of title from Developer to Developer's grantee, his heirs, personal representatives, successors, transferees or assigns. Construction shall be completed and the Certificate of Occupancy issued by the appropriate governmental authority no later than twelve (12) months from the date of issuance of the building permit.

4. Garages. All residences are required to have an attached garage and no residence shall be permitted to have a carport. All garages shall be two-car garages and garage doors shall be kept closed, except when garage doors are in actual use.

5. Architectural Review. For the purpose of further insuring the development of the subdivision as a residential area of high quality and standards, and in order that all improvements shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all the buildings, structures and other

improvements on each Lot in the manner and to the extent set forth herein. No building, no fence, driveway, wall, swimming pool, mailbox or other structural improvement, regardless of size or purpose whether attached to or detached from the main residence, shall be placed or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereof be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, and orientation on the Lot, approximate square footage, construction schedule and other information as the Developer shall require, including if so required, plans for the grading and landscaping of the Lot showing any changes in the elevation and surface contours of the land, have been submitted to and approved in writing by the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such plans which Developer finds are not suitable or desirable for any reason, including purely aesthetic reasons. In passing upon such plans, the Developer may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built and the effect and appearance of such construction as viewed from neighboring properties.

6. Set-back For All Structures. No building of any type or kind or permanent structure (except drives, non-screened patios, pools and walks) or any part of the same, shall be erected, placed or allowed nearer than twenty-five (25) feet to the front Lot line (street side) of any Lot; or nearer than seven (7½) feet to any interior side line of the Lot or nearer than twenty (25) feet to the rear line (opposite street side) of the Lot. All set-backs shall be in compliance with all laws and local ordinances in Hillsborough County, Florida.

7. Nuisance. No Lot owner will do or permit to be done any act upon his Lot(s) which may be or may become a nuisance to or shall destroy quiet enjoyment of any other Lot owner within the Subdivision.

8. Pets. No animals, birds or fowl shall be kept or maintained on any lot, except dogs, cats and birds which may be kept thereon in reasonable numbers (not to exceed two (2)) as pets for the pleasure and use of the resident and not for any commercial use or purpose. All animals must be kept on a leash when outside the owner's lot and must not become a nuisance to other residents by barking, running about or other acts.

9. Clothes lines. No clothes lines or drying racks shall be permitted on any lot.

10. Vehicles. No trailers, campers, go-carts, or habitable motor homes shall be allowed on any part of any lot, except as may be present from time to time as a result of temporary guests or visitors. No bicycles, tricycles, trucks, vans, or boats of any nature shall be parked overnight on any lot or any street within the subdivision except in an enclosed garage. No junked, wrecked or unlicensed vehicles shall be permitted to be kept on any lot, except when completely enclosed by the garage. No vehicle shall be regularly parked in the subdivision except on a paved driveway of a lot or inside a garage.

11. No overhead wires. All telephone, electric and other utility lines and connections between the main utility lines and the residence located on each lot shall be concealed and located underground so as not to be visible.

12. Temporary Structures. No temporary or non-permanent structures or out buildings of any type shall be permitted or maintained upon any lot, including metal or wood sheds, trailers, tents, barns or other detached storage structures, except temporary structures or out buildings used in connection with the construction of the dwelling houses as permitted by Developer.

13. View Protection. The Developer reserves the right to reasonably restrict the placement of landscaping, walls, or other impediments to the enjoyment and use from and of any adjoining lot(s), common areas and any other lot(s).

14. Aerials and Antennas. No radio or television aerial antenna nor any other exterior electronic or electrical equipment

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 or devices of any kind, including satellite dishes, shall be installed or maintained upon the exterior of any structure located on a lot or on any portion of any lot.

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 15. Maintenance Easement. The Developer reserves a non-exclusive, perpetual and fully transferrable easement for installation and maintenance of walls, fences, drainage facilities, ditches and landscaping, and for access in connection therewith, over the maintenance easement shown on the recorded plat of the Subdivision (hereinafter "Maintenance Easement Area"). Within the Maintenance Easement Area no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of wall, fence or drainage facilities or ditches or which may change the direction or flow of drainage channels in the Maintenance Easement Area, or which may obstruct or retard the flow of water through drainage channels in the Maintenance Easement Area. The Association shall maintain the wall and fence situated below or above the surface of the Maintenance Easement Area in good, clean and attractive condition, order, and repair. Promptly after repairing, replacing, or maintaining the wall and fence situated below or upon the Maintenance Easement Area, the Association shall, at its expense, repair any damage to the Maintenance Easement Area and restore the Maintenance Easement area to the condition it was in prior to any such exercise by the Association of its obligations hereunder; except, in no event shall the Association be obligated to repair any damage to or restore to its prior condition, any structure, improvement, planting or other material placed in the Maintenance Easement Area in violation of the provisions of this Declaration. The Maintenance Easement Area on any Lot (other than the wall and fence) shall be maintained in good, clean and attractive condition continuously by the Owner of such Lot.

16. Common Area. "Common Area" shall mean and refer to "Tract B" as shown on the recorded plat of the Subdivision. Developer reserves the right to transfer title to the Common Area to The Springs Homeowner's Association, Inc., which conveyance may

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be subject to easements, reservations and limitations upon usage as Developer deems appropriate. The Common Area shall be used for the purpose of installing, maintaining, repairing, and replacing thereon a privacy wall and related appurtenances. The Association shall maintain the Common Area, including the improvements now or hereafter situated thereon or thereunder, and any and all landscaping now or hereafter situated thereon, in good, clean and attractive condition, order, and repair, including all necessary replacements thereof. No action or construction of improvements shall be allowed upon the Common Area (other than the privacy wall and related appurtenances provided for herein) which shall damage or interfere with the maintenance, repair or replacement of the wall and related appurtenances erected thereunder or thereon.

17. Dedicated Land. "Tract A", as shown on the recorded plat of the Subdivision, is a retention pond dedicated to Hillsborough County, Florida. The Association shall maintain Tract A, including any and all landscaping now or hereafter situated thereon, in good, clean and attractive condition, order, and repair, including all necessary replacements thereof. The Association shall also maintain the underdrain system tied to the outfall structure referred to in the recorded plat of the Subdivision. Said system shall be flushed, as required, to insure proper functioning.

18. Platted Easements. All land in any platted utility or drainage easement is hereby reserved as an easement for utilities, drainage and access as shown on the recorded plat with full rights of ingress and egress for the Developer, The Springs Homeowners Association, Inc. and any utility company servicing the Subdivision and any authorized agents or employees of any of the foregoing for the purpose of installing or servicing utilities and drains for which the easements are reserved. No structure, improvement, planting, or other material shall be placed or permitted to remain within any platted utility or drainage easement which shall damage or interfere with the maintenance, repair or replacement of utilities or drainage erected within the easement area. Promptly after repairing, replacing, or maintaining the utilities or

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drainage situated below or upon the easement, the Association shall, at its expense, repair any damage to the easement area and restore the easement area to the condition it was in prior to any such exercise by the Association of its obligations hereunder; except, in no event shall the Association be obligated to repair any damage to or restore to its prior condition, any structure, improvement, planting or other material placed in the easement area in violation of the provisions of this Declaration. Any utility or drainage easement on any Lot shall be maintained in good, clean and attractive condition continuously by the Owner of such lot.

19. Landscaping. Each Lot, after the construction of a residence thereon, shall be landscaped and the driveway and sidewalk shall be completed not later than thirty (30) days after construction of the residence has been completed. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots.

20. Maintenance of Landscaping and Improvements. All landscaping and improvements on a Lot shall be maintained, repaired or replaced by the owner of the Lot. The cost of any such maintenance, repair or replacement shall be the sole expense of the owner. Each owner shall keep and maintain improvements and landscaping on his Lot in a neat and sightly condition so that it does not detract from the appearance of the Subdivision as a whole.

21. Fences. No fences shall be constructed over four (4) feet in height along the front of any Lots within the setback limitations and no fences shall be constructed over six (6) feet in height along side and rear Lot lines. No fence shall be constructed within ten (10) inches of side Lot lines and rear Lot lines. No chain link or wire mesh fence shall be permitted.

22. Signs. No "For Sale" signs or any other signs are permitted to be erected or maintained on any vacant Lot. A "For Sale" or "For Rent" sign not to exceed four (4) square feet may be erected or maintained on any Lot on which a single-family home has been constructed. During the construction of improvements on a

Lot, a sign not to exceed four (4) square feet may be erected by a general contractor, stating the name of the general contractor's business and information pertaining to the construction in progress. Provided, however, that nothing herein contained shall prevent the Developer from causing sales, marketing, directional and identification signs to be erected on any Lot within the subdivision.

23. Pool Enclosures. Nothing herein shall be construed to prohibit the owner of a Lot from enclosing a swimming pool by screen enclosure provided such plans are approved pursuant to Paragraph 5 of this Article I.

24. Wells and Septic Tanks. No well or septic tank shall be drilled, installed, maintained or utilized on any Lot for any purpose.

ARTICLE II - GENERAL PROVISIONS

1. Enforcement. Enforcement of these restrictions shall be by equitable or legal action brought by the Developer or the Board of Directors of The Springs Homeowners Association, Inc. identified herein. Also, as these restrictions are made for the benefit of all Lot owners, these restrictions may be enforced by any Lot owner against any person or persons violating or attempting to violate any of these restrictions, either by equitable or legal action. Although the Developer may enforce these restrictions, it shall not be obligated to do so. The mere breach of any of these restrictions shall be sufficient to support an action hereunder without the need to show injury as the result of such breach, provided a reasonable demand for compliance has been given to such breaching party. The party bringing the successful action to enforce these restrictions shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of such parties' attorney at both trial and appellate levels.

2. Partial and multiple home sites. No Lot may be subdivided and no portion of any Lot may be sold or conveyed, except that the Developer may grant permission:



A. to an owner of a vacant Lot to simultaneously convey one-half (1/2) of the vacant Lot to the adjoining Lot owners on each side; or

B. to join two Lots together to serve as one building site.

In the event any portion of any Lot or parcel shall be conveyed as permitted under subparagraphs A or B above, the portion of lands so conveyed and the land then owned by the grantee thereof shall together thereafter be deemed and constituted forever one single parcel, and in the case as above provided in subparagraph B, the portion of land retained shall thereafter be deemed and constitute one single parcel and shall not in any event, thereafter, be further subdivided or sold, except as one Lot or parcel.

Permission of the Developer under this paragraph shall be in writing and shall be effective upon the recording of an executed instrument granting permission in the Public Records of Hillsborough County, Florida. In the case of the permitted combination of one Lot together with one-half or all of another Lot, the provisions of this Declaration of Restrictions shall thereafter apply to the combined properties as one Lot.

3. Assignment. Developer may at some future date, assign his rights and privileges reserved to Developer in these Restrictions, including, but not limited to, Developer's rights of architectural and landscape approval and Developer's right to enforce or grant variance from these restrictions as well as rights of approval and disapproval as outlined above, to The Springs Homeowners Association, Inc.

#### ARTICLE III - HOMEOWNERS ASSOCIATION

1. Assessment. The owner of each Lot shall pay to The Springs Homeowners Association, Inc., a Florida not for profit corporation, at Tampa, Florida (herein referred to as the "Association"), a fee as levied by the Board of Directors due and payable on the first day of January each year; provided, however, Developer shall pay no more than the assessment for one Lot per year on account of any and all Lots owned by said Developer. Said fee

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shall be used by The Springs Homeowners Association, Inc. as specified in the Articles of Incorporation and Bylaws of the corporation. The initial fee shall be One Hundred Eighty and no/100 Dollars (\$180.00) per year. Said fee may be increased or decreased from time to time by the Board of Directors of the Association. Each Lot owner shall pay to the Association any additional or special assessments levied by the Board of Directors in accordance with the Bylaws of the Association.

2. Effect of Non-payment of Assessment. If any assessment is not paid on the date when due, and such assessment becomes a lien on the Lot against which such assessment is made as provided herein, it shall bind such Lot in the hands of the owner(s), his heirs, devisees, personal representatives and assigns, and shall also be a continuing personal obligation of the owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the due date, the delinquent owner shall thereupon immediately lose his voting rights as afforded him by the Articles of Incorporation and Bylaws of the Association and the entire unpaid portion of the assessment for the current year shall immediately become due and payable and shall automatically become a lien against the Lot and shall bear interest from the due date at the maximum legal rate allowable under the laws of the State of Florida, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot in like manner as a foreclosure of the mortgage on real property and/or a suit on personal obligation against the owner(s) and there shall be added to the amount of such assessment and lien, all reasonable attorney's fees, costs incurred, whether for negotiation, trial or appellate work and owner shall be liable therefor.

3. Lien. The Board of Directors may at any time after such fee of assessment has become a lien as aforesaid, record in the Public Records of Hillsborough County, Florida, a claim of lien, which shall state the amount and description of the lien, said claim to be signed by an officer of the Association. Upon satis-

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fraction of said lien, said Association shall provide said owner with written notice that said lien has been satisfied, said notice of satisfaction of lien to be signed by an officer of the Association. A Lot owner within the subdivision, regardless of how the owner's title is acquired, shall be liable to the Association for payment of all foregoing sums to which Lot owners and Lots are subject. In the event of a voluntary conveyance of a Lot (not including a conveyance to an institutional mortgagee in lieu of foreclosure), the grantee shall be liable severally and jointly with the prior Lot owner for all unpaid assessments against the prior Lot owner of such Lot for his share of the foregoing costs and expenses owed for the period up to the time of such conveyance.

If an institutional mortgagee obtains title to a Lot as the result of a foreclosure of a mortgage thereon or by a voluntary conveyance in lieu of foreclosure, said mortgagee shall not be liable for the assessment owing for the period up to the time of acquisition of title by such mortgagee; such assessment shall be collected from all Subdivision Lot owners other than the Developer.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any Lot, by abandonment of a Lot or residence thereon for which the assessment was made or by any means not specifically provided herein, except by payment of such assessment.

4. Restrictions and Purpose. Each Lot owner, by acceptance of his deed, agrees to be subject to and abide by the Articles of Incorporation and the Bylaws now existing, and as amended from time to time, of The Springs Homeowners Association, Inc., as well as these restrictions. As further set forth in the Articles of Incorporation and Bylaws of the Association, the purposes of the Association include responsibility for the maintenance, repair and replacement of common area property (which includes the Common Area, Maintenance Easement Area and Tracts A and B).

ARTICLE IV - AMENDMENT OF RESTRICTIONS

1. Member Amendment. These restrictions, may be amended at any time and from time to time upon recordation of an instrument

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executed by owners of not less than seventy-five percent (75%) of the Lots located in the Subdivision.

2. Developer Amendment. In order to retain common development scheme and uphold the value of land in the Subdivision, the Developer shall be entitled to unilaterally amend these restrictions from time to time, provided such modification powers are exercised in a reasonable manner. Such unilateral modification powers shall only be effective so long as the Developer owns at least one Lot in the Subdivision.

3. Variances. The Developer shall have the right and authority to approve exceptions or variations from these restrictions without notice or liability to the Lot owners or any persons or authority whatsoever. The Developer, at the request of a Lot owner, may in Developer's discretion, grant variances from the obligations of these restrictions where not to grant such variance would create hardship in the opinion of the Developer or where such variances would be in keeping with the spirit and intent of these restrictions or would be such as to not adversely affect the neighboring owners or the Subdivision as a whole. Such variances, if granted, shall be granted upon application of the owner in writing setting forth in detail the variance required and the reasons therefor, and any such variance, if granted shall be granted by the Developer in writing and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Hillsborough County, Florida, to become effective. Developer may at any time assign to the Association Developer's rights under this paragraph to grant such variance.

ARTICLE V - MISCELLANEOUS RESTRICTIONS

1. No Waiver. Failure by the Developer, the Association or any Lot owner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Reversability. Invalidation of any one of these restrictions by judgment or court order shall in no way affect the

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validity of other restrictions, which shall remain in full force and effect.

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3. Violations of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Lot is hereby declared to be a violation of these restrictions and subject to any or all of the enforcement procedures set forth herein.

4. Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any Lot, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration of Restriction and any amendments thereof. In addition, each such person by so doing thereby acknowledges that these restrictions set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners grantees, purchasers, assignees, and transferees thereof. Furthermore, each person fully understands and acknowledges that these restrictions shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners. Developer, its successors, assigns and grantees, covenant and agree, that the Lots and the membership in The Springs Homeowners Association, Inc. and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance may refer only to the Lot.

5. Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agent, of improvements or signs necessary or convenient to the development or sale of any

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Lot in the subdivision. Developer, its agents and assigns specifically reserve the right to use and enjoy the subdivision and all other improvements, buildings and grounds in connection with its advertising, promotion and sales efforts.

6. No Warranty of Enforceability. While Developer has no reason to believe that any of the restrictions or other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restriction. Any owner acquiring a Lot in reliance on one or more of such restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Developer harmless therefrom.

7. Conflict. In the event of a conflict in the provisions of the Articles of Incorporation, the Bylaws of the Association and/or this Declaration, the provisions contained in this Declaration shall prevail.

8. Florida Law. These restrictions and any actions brought hereunder shall be interpreted pursuant to the laws of the State of Florida.

9. Developer. Developer, as used in this agreement, shall mean Abby, Inc., its successors and assigns.

#### ARTICLE VI - TERM AND TERMINATION

1. Term. These restrictions shall automatically expire without notice thirty (30) years from the date hereof, unless extended as provided below.

2. Extension. These restrictions shall be extended for two (2) successive ten (10) year periods unless on such extension dates, the owners of one hundred percent (100%) of all Lots vote in favor of the execution and recording of a formal instrument terminating these restrictions.

3. Termination by Developer. In addition to any other amendment powers provided herein, these restrictions may be wholly or partially terminated unilaterally by Developer without prior notice to the Lot owners at any time during which the Developer

holds at least one (1) lot in the subdivision for sale in the ordinary course of business

4. Termination by Owners. These restrictions may be terminated by the Association at any time after ten (10) years from the date hereof upon obtaining the written approval of one hundred percent (100%) of the owners of all Lots of the Subdivision.

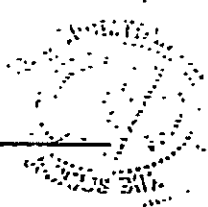
IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions on this 14th day of July, 1989.

Witnesses:

ABBY, INC., a Florida corporation

[Signature]  
[Signature]

By: [Signature]  
Sam Gross, President



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of July, 1989 by Sam Gross as President of Abby, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida  
Florida at Large  
My Commission Expires  
Notary Public, State of Florida  
My Commission Expires June 2, 1992  
Based on the Troy Factor Insurance Co.

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