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269.00

RETURN TO:
JIM TABB
34550 MISSION BELL LN.
DADE CITY, FL 33525

WOODTRACE OF HERNANDO

DECLARATION OF
COVENANTS AND RESTRICTIONS

** OFFICIAL RECORDS **
BK: 1688 PG: 666

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, TABCAV, INC., hereinafter referred to as the
"Developer", is the owner of the following described property
situated in Hernando County, Florida and hereinafter referred to
as the "Subject Property", to-wit:

FILE# 2003-042238
HERNANDO COUNTY, FLORIDA

(SEE EXHIBIT "A" ANNEXED HERETO)

RCD 07M 01 2003 10:46am
KAREN NICOLAI, CLERK

and

WHEREAS, Developer is desirous of reserving certain rights
and placing certain Covenants and Restrictions upon the use of
said Subject Property, and all lots and parcels contained
therein, for the mutual benefit and protection of Developer and
all subsequent purchasers of lots and parcels contained in the
Subject Property, their heirs, successors, representatives and
assigns.

NOW, THEREFORE, for good and valuable consideration,
and in consideration of the premises, the Developer does hereby,
for itself, its successors and assigns, reserve certain rights

and declare and establish the following Covenants and Restrictions limiting the construction, use and occupancy of all lots and parcels comprising the Subject Property, to-wit:

1. Each lot shall be used expressly and exclusively for one (1) single-family private residence. No lot acquired shall be thereafter subdivided or conveyed except as whole.

2. No business activity shall be conducted or carried on in connection with the usage of any lot; provided, however, that home offices shall not be prohibited, provided such use does not include or contemplate that third parties will enter the premises in connection with such home office. Further, no signs of any character may be established or displayed upon any lot or the improvements thereon, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder, sub-contractor or financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully identifying the owner of the residence.

3. No residence may exceed two (2) stories in height. No residence shall contain less than a minimum of nine hundred (900) square feet on the ground floor, and a minimum of one thousand seven hundred (1600) total square feet of air conditioned living area, and two thousand one hundred (2100) total square feet under roof. Garaging beneath a two story or

split-level residence shall not be construed as either ground floor or and an additional story. The term "ground floor" means the footing area on the ground whether or not the same is on the lower level. All living area square footage shall be measured by outside dimensions, exclusive of garages, porte coheres, patios, screened or unscreened porches, covered walkways, breezeways and approaches.

4. Each residence shall contain a minimum of an enclosed, standard double car garage not less than eighteen (18) linear feet in width for ingress and egress purposes. Each garage shall be architecturally integrated as a part or extension of the residence, and attached thereto to conform architecturally therewith.

5. All construction on each lot shall be new construction. No used building or structures or mobile homes shall be moved onto any lot, nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painted stucco, brick, stone, vinyl siding, wood-treatment, or other similar treatment, and in keeping with other residences in the subject property. No unfinished, exposed concrete block wall, whether or not painted, shall be permitted. The owner and builder shall be responsible for maintenance of a clean site during construction.

6. No tents, garages, out buildings or attachments shall be erected on any lot prior to construction of the main residence, and none shall be used as a residence, either temporary or permanent.

7. No fencing or wall in excess of five (5) feet in height may be placed in the front yard of any lot in the subdivision. Front yard fences shall not be erected within five (5) feet of the road right of way. Back yard fences shall not exceed six (6) feet in height above the normal ground level. No clotheslines shall be permitted outside of the residence.

8. Receptacles for mail and paper delivers placed adjacent to or upon the right-of-way of the platted roadways within the subject property by lot owners in the subject property shall meet the requirements of the United States Postal Service, if any, and shall be tastefully constructed and maintained by the owner in keeping with the intention of these restrictions so as not to degrade the value of the residence or adjacent properties in the subdivision. There shall be no permanent receptacles for garbage and trash located where visible to vehicular traffic traveling along the roadways within the subject property.

9. Outside television aerials, antennas and satellite dishes, must be located in the rear yard and be attached to

the residence. Dishes may not exceed twenty four (24) inches in diameter and must be attached to the residence.

10. Building Plan Approval. No construction shall be commenced or maintained on any lot or parcel until the Owner of such lot or parcel shall first obtain the written approval of the Developer of the building plans and specifications (hereafter, "Plans") of the intended construction. Such Owner shall submit such Plans, together with a return mailing address, to the Developer, by mailing same via certified mail, return receipt requested or by personal delivery to the developer. If the Developer disapproves the Plans, the Owner shall be so notified, in writing, via certified mail, return receipt requested, and deemed delivered on the date mailed. Such notification shall contain the reasons for disapproval.

It is the intention of the Developer to maintain an aesthetic consistence among all lots and parcels.

In the event the Developer fails to approve or disapprove the plans within thirty (30) days of the date such Plans are submitted, the approval shall be deemed granted.

11. Right of Developer to Grant Variances. The absolute right and discretion is hereby reserved to Developer to grant variances from the obligations of paragraph two (2) through ten (10) above, in cases where not to grant such variance would create hardship in the opinion of Developer, or where such

variances would in keeping with the spirit and intent of these Covenants and Restrictions, or would be such as to not adversely affect any neighboring owners or the Subject Property as a whole. Such variances, if granted, shall be granted upon application of the owner of any lot or parcel, in writing, setting forth in detail the variance required and reasons therefore, and any such variance, if granted, shall be granted by the Developer, in writing, and 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 Hernando County, Florida, to become effective. The procedure for applications for variance shall be the same as set forth in paragraph ten (10) above.

12. All motor vehicles located on any lot must be operative, and shall carry a current year's license tag registration. No house trailer, tractor trailer, or mobile home shall be parked on the lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and campers, upon the right-of-way of the roadways within the subject property. Boats, boat trailers, or other vehicles stored on the lot must be stored either in the garage or on the rear of the lot behind the residence.

13. No poultry or pigs shall be raised, bred or kept on any lot. No agricultural activities on a lot shall be

permitted which results in the sale of an agricultural product grown on the premises, whether sold in or out of the subject property. Horses and cattle are excluded from this restriction. Agricultural gardens shall be in the rear of the subject lot.

14. No major alteration of ground elevation shall be permitted on any lot without the express written permission of Developer. The integrity of the drainage structures or easements within the subject property must be maintained, and no lot owner shall impair or divert drainage structures or easements within the subject property but shall be responsible for mowing same if located on the lot. After construction of a residence, the drainage easement and right of way areas shall be restored to the shape and condition, which existed before construction, including sod or seeding, if deemed necessary by the developer. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof, keeping the same free of debris, trash, unsightly weeds and litter.

15. No building or improvement, which has been partially or totally destroyed by fire, or other casualty, shall be allowed to remain in such state for more than six (6) months from the time of such occurrence. If not reconstructed or

repaired within six (6) months the owner shall raze and remove the building or improvements from the lot promptly thereafter. The building of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completion by a lot owner and may not be abandoned without completion. In the event a house is not completed by a builder within a twelve (12) month period from the time the footer is begun, and the lot requires maintenance, including mowing, weeding, removal of debris, or other services to maintain the security of the property and the cleanliness of the subject property, the Home Owner's Association shall have the authority to secure services to correct those problems and shall be entitled to reimbursement of costs associated therewith from the lot owner or their assigns.

16. Nothing contained herein shall prevent the present owner, his successors or assignees and contractors or subcontractors, from doing or performing all or any part of the subject property not conveyed or transferred, what may be determined to be necessary or advisable to complete the subject property development, including, without limitation:

(a.) Erecting, constructing and maintaining a sales office or model units as may be necessary for the completing of the development and establishing it as a residential

community and disposing of it by lots or residential units through sale, lease or otherwise; and

(b.) Maintaining such signs thereon and other advertising media as may be necessary in connection with the sale, lease or other transfer of the development in either lots or residential units to third parties.

17. No noxious activity, trade, or business (except as specified in paragraph 2 above) of any sort shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood; nor use be made of any lot that will be in any way injure the value of any adjoining lot or the subject property as a whole.

18. Operation and Maintenance of the Common Surface Water Management System. The Developer will maintain the surface water management system, including roads, for one (1) year after the sale of the first lot. The Association will then have the responsibility to operate and maintain the surface water management system in accordance with the environmental Resource Permit issued by the Southwest Florida Water Management District. The surface water management system is contained within the easements reflected on the Southwest Florida Water Management District approved site plan of the Woodtrace Subdivision. The Common Surface Water Management System shall mean those management areas including, but not

limited to, the following: streets, roads, right-of-ways, inlets, ditches, culvert, structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland mitigation areas and conservation/preservation areas. Each property owner within the subject property at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). No owner of property within the subject property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subject property, unless prior approval is received from the Southwest Florida Water Management District Brooksville Service Office.

19. Remedies for Violation. In the event that the owner of any lot or parcel in the Subject Property shall violate or attempt to violate any of the Covenants and Restrictions, the Developer, in its discretion, or any person or persons owning any interest in a lot or parcel in the Subject Property, or the Woodtrace of Hernando Home Owner's Association (or its successor in interest), may prosecute any proceedings for the

recovery of damages against the person or persons so violating or attempting to violate any of the Covenants and Restrictions, or may maintain a proceeding against the person or persons so violating or attempting to violate any of these Covenants and Restrictions, for the purpose of remedying or preventing such a violation; provided, however, that the remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. Although Developer may enforce these Covenants and Restrictions, it shall not be obligated to do so. Any person, including Developer, who shall bring successful legal proceedings to enforce these covenants and Restrictions, shall be entitled to recover the costs and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable attorney fees.

20. Term of Restrictions. These Covenants and Restrictions shall remain in force and effect for a period of twenty-five (25) years from the date hereof, and shall be automatically renewed for successive twenty (20) year periods, unless the owners of at least seventy-five (75) percent of the lots or parcels in the Subject Property execute and record in the Public Records of Hernando County, Florida, and instrument specifically rejecting a subsequent renewal.

21. Modification of Restrictions. Provided the Developer no longer owns a single lot or parcel, or, alternatively, that the developer consents to the modification, these restrictions may be modified by the Homeowners' Association, in accordance with Its Articles and Bylaws; a Notice of Modification of Deed Restrictions shall be recorded in the Public Records of Hernando County, Florida, within thirty (30) days of the effective date of such modification. Any amendment (including termination) of this Declaration that would affect the ownership, operation or maintenance of the common surface water management system itself, shall not be effective without the prior written approval of the Southwest Florida Water Management District.

22. Membership in Homeowner's Association. Each owner (collectively in case of co-ownership) of a lot or parcel shall be a member of the Woodtrace of Hernando Home Owner's Association (the "Association"), or its successor in interest. The Board of Directors of the Association shall fix the amount of the annual assessment and notify the members of the Association of the amount prior to thirty (30) days from the assessment due date. Dues must be paid no later than thirty (30) days after the due date. The Association shall have the power and authority to establish liens against the lots or

parcels for failure to pay properly assessed dues to the Association.

23. Invalidation. Invalidation of any one or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused their signatures and seals to be affixed, this 1 day of July, 2001.³

Signed, Sealed and Delivered
In the Presence of:

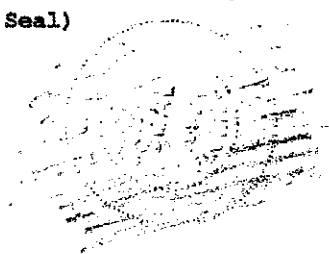
"DEVELOPER"

TABCAV, INC.

Irish Morris
Irisa Morris
Valerie Chavers
Valerie Chavers
Witnesses

By: James K. Tabb, Jr.
JAMES K. TABB, JR.
President SECRETARY
ATTEST: Janice T. Tabb
JANICE T. TABB
Secretary PRESIDENT

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF PASCO

** OFFICIAL RECORDS **
BK: 1688 PG: 679

The foregoing instrument was acknowledged before me by
James K. Tabb, Jr., as President and Janice T. Tabb, as Secretary
of Tabcav, Inc., Who are personally known to me or who produced

_____ as identification, this
1st day of July, 20023.

Valerie Chavers
Valerie Chavers



Notary Public

Commission No.:

Commission Expires:

EXHIBIT "A"

All that part of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 15, Township 23 South, Range 21 East, Hernando County, Florida, lying East of the right-of-way of U.S. Highway 98, LESS the following described parcel;

Commence at the Southwest corner of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 15, Township 23 South, Range 21 East, Hernando County, Florida, thence along the West line of said Northeast 1/4 run North 27°37' East 82.30 feet more or less to Easterly right-of-way line U.S. Highway 98 thence run South 76°22'43" East 359.44 feet to the South line of the South 1/2 of the North 1/2 of said Northeasterly 1/4, thence North 89°35'58" West 350.0 feet to the POINT OF BEGINNING.