

42.00
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PROTECTIVE COVENANTS

FOR

SILVER SPRINGS VILLAGE SUBDIVISION

The following consolidated Protective Covenants and amendments and additions thereto, being set forth on pages One through Eight attached hereto, were adopted by the SILVER SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, at a general meeting duly held on November 13, 1999 at 10:00 a.m. at 17530 E. Hwy 40, Silver Springs, Florida, and are applicable to Silver Springs Village Subdivision as shown on the plat recorded in Plat Book M at pages 79 and 80 of the Public Records of Marion County, Florida.

Dated December _____, 1999.

Silver Springs Village Property Owners' Association, Inc.

Attest:
Mary Slade, Secretary

Mary Slade
FL DCF # 5430-583-51-559-0

BY: Michael Powell
Michael Powell, President

State of Florida
County of Marion

BEFORE ME, the undersigned officer authorized to take acknowledgments, personally appeared Michael Powell, who is personally known to me OR produced FL DCF # P900540-22-409 as identification, and he acknowledged to me that he signed the foregoing declaration in his capacity as the President of Silver Springs Village Property Owners' Association, Inc.

WITNESS my hand and official seal in the State and County last aforesaid this Dec 30, 1999.

Claudia K. Wells
Notary Public

My commission expires:

(seal)

PROTECTIVE COVENANTS FOR SILVER SPRINGS VILLAGE
PROPERTY OWNER'S ASSOCIATION, INC.

1. No more than one single-family residential dwelling shall be constructed on any lot.
2. The term "single-family residential dwelling" shall be deemed to include attractive cabins, cottages and mobile homes and modular homes. Any residential building, except mobile homes, shall have a minimum enclosed floor space of 900 square feet. Garage, carport and/or open or screened porches shall not be counted in this floor space figure. The building shall be located as near the center of the lot as possible.
3. Mobile homes shall be new at the time of their installation upon lots within Silver Springs Village, and shall be located as near the center of the lot as possible. Each mobile home installation shall have a minimum of 950 square feet under roof (including carport and porches.) Any construction shall be done with appropriately complementary and/or contrasting materials, and shall be done in a professional-like manner.
4. After the construction or installation of a permanent dwelling, one unoccupied small travel trailer of good appearance may be kept on each lot with the consent of the Silver Springs Village Property Owner's Association, Inc.
5. No utility or storage building not attached to the permanent dwelling shall be erected within fifty feet of a road right-of-way. Fuel tanks shall be buried, or shall be installed behind the dwelling, and shall be well-obscured by some attractive means. Well and water pressure tanks shall be well-obscured by some attractive means.
6. No animals or fowl (chickens, ducks, etc.) shall be kept or maintained on any lot except usual domestic pets not to exceed three per lot, to be controlled and

- not allowed to run at large. All pets, if not completely under control, shall be kept on leash when off the owner's property, and no pet shall be permitted if it becomes objectionable to other property owners within Silver Springs Village. Furthermore, no animals or fowl of any kind shall be raised or kept on the premises for sale or for commercial or business purposes.
7. No horses shall be kept or maintained on any of said lots.
 8. No building shall be constructed of used materials, except used brick.
 9. No business other than that conducted by the management of Silver Springs Village and its authorized agents, lessees, grantees and successors shall be conducted on the premises and no buildings thereon other than those used by Silver Springs Village and its authorized agents, lessees, grantees and successors shall be used for commercial or business purposes.
 10. No lot owner shall permit the accumulation of trash or garbage on his property, nor shall he bury or burn garbage or leaves on his property. All garbage and trash shall be promptly disposed of by the owner at an appropriate county garbage disposal site, or shall be picked up regularly at the owner's expense by a person or persons normally engaged in such activity.
 11. No accumulation of building materials, debris, weeds, trash, scrap metal, old automobiles, non-operative vehicles, old household appliances or other unsightly objects shall be permitted on any lot.
 12. No temporary living quarters shall be allowed except during the period of construction of an owner's residence and then only for a maximum period of six months.
 13. Each lot owner shall keep his lot mowed and otherwise neat in appearance. In the event that a lot is not so kept, Silver Springs Village Property Owner's Association, Inc. reserves the right to have needed work done and the bill sent to the owner of the lot, who agrees to pay same.
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14. No travel trailers, except as otherwise noted, shall be placed for extended periods of time on any lot, except that a property owner may, prior to construction or installation of a permanent dwelling, park a self-contained travel trailer of good appearance on his lot for a short and specified length of time, in order that he may combine the enjoyment of his property with the opportunity to improve the condition and appearance thereof and/or to make preparations for the installation or construction thereon of a permanent dwelling.
15. The right to construct and maintain roads and utilities, including electric power lines, telephone lines, guy lines, poles, anchors, water mains and sewers, as may be necessary, is herewith granted.
16. No firearms, including air rifles or B.B. guns, shall be fired or discharged on the premises.
17. All vehicles must conform to State and County Ordinances. No vehicle utilizing the streets of said subdivision shall exceed a speed of thirty miles per hour. No parking of tractor/trailer combinations in the subdivision.
18. No lot owner shall fill in, in such a manner as to impede the free flow of water drainage, any ditch beside road or in drainage easements, constructed by developer for drainage purposes. A galvanized steel culvert measuring a minimum of 20 feet in length and 15 inches in diameter shall be placed in drainage ditch in a manner conducive to good flow prior to the placement of driveway fill material. All driveway approaches (that part of the driveway which is on county road right-of-way) shall be paved in asphalt or concrete in such a manner as to form a smooth, continuous and uniform surface with the existing paved road. No structure(s) other than newspaper and mail receptacles shall be placed on the county road right-of-way, whether for retentive or decorative purposes. The edges and banks of the driveway shall be only soil, and shall be formed as a natural slope into the drainage ditch; furthermore, said driveway edges and banks shall be grassed, and shall be kept mown and orderly by the lot owner. Each lot owner shall obtain the necessary permit(s) from the appropriate governmental authority prior to installation of the driveway.

19. Prior to the installation of a central sewage treatment facility in Silver Springs Village, all residences shall have all toilets and drains connected into septic tanks to be approved by the Health Department of Marion County and the Florida Department of Pollution Control. In the event of installation of a central sewage system in Silver Springs Village, all residences shall have their toilets and drains connected into that system, and purchaser (and any subsequent purchaser or owner) agrees to bear the pro-rata cost of such installation and connection.
 20. Prior to the installation of a central water system in Silver Springs Village, all water supply shall be by individual well, and shall be approved by the appropriate agency or agencies of Marion County and/or the State of Florida. In the event of installation of a central water system in Silver Springs Village, all residences in the subdivision shall be connected into that system, and purchaser (and any subsequent purchaser or owner) agrees to bear the pro-rata cost of such installation and connection.
 21. No fence or similar structure shall be constructed on the front (roadside) 50 feet of any lot without the express and written consent of the management of Silver Springs Village. The nature of the materials and design of such structure must be submitted to the management of Silver Springs Village for written approval prior to any construction activity.
 22. Utility easements across the rear and/or side of a lot shall not be cut off or obstructed in any way by a fence or other structure.
 23. Individual property owners and/or contractors, mobile home dealers, materials suppliers, delivery trucks, etc., shall be responsible for any damage done either to road, road shoulder or drainage ditch during the delivery, installation or construction of materials or other goods, mobile home, home, etc. Necessary repairs shall be made without delay.
 24. Purchaser, and any subsequent owner, agrees to pay to Silver Springs Village Property Owner's Association, Inc. the sum of \$25.00 per lot per annum for street lighting; for the construction, improvement
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and/or maintenance of facilities and/or areas for the common use of Silver Springs Village Property owners, including recreational and aesthetic improvements, marina and canal facilities, any future community improvements and any pavilion or clubhouse facilities, additions and improvements thereto and associated custodial expenses, any or all of which may be deemed to be desirable or beneficial to the community by the Silver Springs Village Property Owner's Association, Inc. and for the maintenance of said lots in accordance with Paragraph #13 of the Protective Covenants for Silver Springs Village Property Owner's Association, Inc. Seller reserves the right to assign his rights under this paragraph to the Silver Springs Village Property Owner's Association, Inc. Assessments will be payable in advance the first day of January each year. If not paid by April 1st; a \$5.00 late charge will be added. This addition dated February 27, 1999.

25. All single-wide mobile homes shall be placed lengthwise on lots in such a manner that the long measurement of the mobile home shall be perpendicular to the street on which the lot fronts.
26. There shall be no signs or advertisements erected unless approved by the management of Silver Springs Village Property Owner's Association, Inc.
27. Prior to the receipt of a warranty deed, no lot owner shall sell any timber from lot. No tree larger than eight inches in diameter shall be removed prior to consultation with Silver Springs Village Property Owner's Association, Inc management. The restriction is intended to protect against wholesale or reckless destruction of desirable trees.
28. These covenants shall run with the land and shall be binding on all parties, subsequent owners as well as original purchasers, until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of five (5) years each unless by vote of a majority of the owners of the lots it is agreed to change said covenants in whole or in part.
- 29: If any lot owner shall violate or attempt to violate

any of these covenants, Silver Springs Village Property Owner's Association, Inc. or any other person or persons owning any portion of the real property within Silver Springs Village shall have the power and authority to prosecute any proceeding at law or in equity against the person (s) violating or attempting to violate same and to enjoin such acts and recover damages for the violation or attempted violation thereof, as well as the reasonable costs of such prosecution and attorney fees.

30. If any one or more of these restrictions should be declared invalid by a court of competent jurisdiction, it shall not affect the other restrictions hereby imposed.

ADDITIONS TO PROTECTIVE COVENANTS

Addition Number One

WHEREAS, the undersigned have not sold any lots in Blocks "B", "F" or "L" of Silver Springs Village.

NOW, THEREFORE, the undersigned do hereby disapprove mobile homes in Block "B", Block "F" and Lots 12 through 18 of Block "L", Silver Springs Village, as per plat therof recorded in Plat Book "M", Pages 79 and 80, public records of Marion County, Florida, and do hereby restrict said areas to frame and masonry residential buildings having a minimum floor space of 900 square feet, exclusive of garages, carports and open or screened porches; and

Addition Number Two

WHEREAS, the undersigned are desirous of further protecting the interests of all present and future property owners of Silver Springs Village Property Owner's Association, Inc.

NOW, THEREFORE, the undersigned hereby adopt the following as ADDITION NUMBER TWO to the Protective Covenants for Silver Springs Village Property Owner's Association, Inc.

The underportion of each mobile home shall be obscured by some reasonable and attractive

PROTECTIVE COVENANTS, Cont.

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means, in a competent and workmanlike manner, with appropriately complementary and/or contrasting materials; no used materials shall be employed in construction; and

Addition Number Three

This addition made this 28th day of January, 1999 by the Silver Springs Village Property Owner's Association Inc., a subdivision of Marion County, Florida.

WITNESSETH:

WHEREAS, Protective Covenants were made of record for said subdivision in Official Records Book 629, Pages 342, 343 and 344 of the public records of Marion County, Florida under date of May 6th, 1974; and

WHEREAS, additions and amendments to said Protective Covenants were made of record in Official Records Book 680, Pages 577 and 578 under date of April 3rd, 1975; Official Records Book 742, Pages 138 and 139 under date of April 30, 1976; and Official Records Book 745, pages 275 and 276 under date of May 19, 1976; and

WHEREAS, said developer is desirous of further protection of the interests of all present and future property owners of Silver Springs Village; and

WHEREAS, said developer, in furtherance of said desire, hereby adopts the following as ADDITION NUMBER THREE to the Protective Covenants for Silver Springs Village Property Owner's Association, Inc.

Addition Number Three

Said developer, SILVER SPRINGS VILLAGE, INC., does hereby disapprove the installation and location of water wells in the front (roadside) half ($\frac{1}{2}$) of said lots, and does hereby disapprove the installation and location of septic tanks and any part of septic systems in the rear half ($\frac{1}{2}$) of lots in Silver Springs Village subdivision, restricting same to the front (roadside) half ($\frac{1}{2}$) of said lots.

PROTECTIVE COVENANTS, Cont.

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All Protective Covenants of record applicable to said land not specifically provided for herein shall remain in full force and effect.

SILVER SPRINGS VILLAGE, INC.

Glenna J. Hoff
2230 SE 175th Ter
Silver Springs, FL 34488

