

DECLARATION OF RESTRICTIONS
OF
OAK FORD PHASE 1

April 28, 1986

WHEREAS. EL JOBEAN PHILHARMONIC GROUP, INC. is the owner of the following described property:

OAK FORD. UNIT 1 . according to the plat thereof, recorded at

Plat Book 31 - Page 5 to 5P of the Public Records of Sarasota County,

Florida.

and.

WHEREAS, it is the desire and intention of EL JOBEAN PHILHARMONIC GROUP, INC hereinafter called Developer to sell the property described above and to impose on it mutually beneficial restrictions under a general plan of improvement for the benefit of all the future owners of those lands:

ACCORDINGLY, Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a plan for the subdivision, improvement and sale of the land, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any, right title or interest In the described lands.

1. No parcel of land shall be used for any purpose other than a single family home, except as otherwise specified herein.

2. No residence shall be constructed on a parcel of land containing less than five (5) acres. No construction of a building or residence or structure shall be commenced until plans and specifications therefore, including site and landscaping plans, shall have been submitted to the reviewing architect appointed by the Developer, its successors or assigns for approval and approval has been given in writing. Plans shall *be* submitted by owner together with a check for \$50.00 for a review fee. In the event proposed construction does not violate any of the restrictions provided for herein and there are no substantial reasons for withholding consent, approval shall be promptly granted. Construction of all

primary residences shall be completed within one year of commencement.

3. All primary residences shall have an air conditioned living *area* of not less than eighteen hundred (1,800) square feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have a first floor level air conditioned living area of not less twelve hundred (1,200) square feet, exclusive of porches, breezeways, garages and workshops. In addition to the residence attached or unattached stables, barns, garages, servants' quarters or a dwelling *for* guests (*for* which no rental or consideration may be charged) shall be permitted, however, in no event shall there be more than two (2) detached buildings (other than the residence) constructed on *any* lot. The out buildings shall not be constructed until the main residence has been constructed or shall be constructed simultaneously.

4. Each primary dwelling shall be constructed with an enclosed garage for a minimum of two cars. The driveway from the street shall be paved for a distance of at least 50 feet from the pavement edge and shall be constructed of concrete or asphalt and may have a decorative topping (ie.. stamped brick or stone patterns).

5. All structures shall be constructed of new materials and shall be stained, painted, or properly treated so as not to discolor, deteriorate, or become unsightly and shall harmonize with existing structures in the area. All crawl spaces in excess of 32 inches in height shall be enclosed. Stables, barns and other unattached buildings permitted under these restrictions shall be constructed of the same or similar materials which harmonize with the primary single family residence and shall be *subject to the* approval of the Developer. No metal outbuildings shall be permitted. Structures built within wetland-fringing hammocks shall be built on natural grade or elevated on pilings or stem walls so that the natural drainage features of the hammock will not be significantly altered.

6. No structure shall be moved onto any parcel of land. No temporary dwellings, including trailers, mobile homes and storage facilities, shall be brought upon any parcel *of* land except contractor's trailers, with sanitary facilities to be used during the reasonable period of construction of a dwelling.

7. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts and be of uniform design and approved by the Developer. All such fences shall be constructed on the property line between the road Right of Way and the owner's property.

8. Lakes or ponds may be constructed, provided however, that all excess dirt shall be removed or leveled within thirty (30) days after completion of the construction of said lake or pond.

9. No structures shall be erected or maintained within one hundred fifty (150) feet of the centerline of any road or within fifty (50) feet of any interior lot line of any parcel: provided however, the Developer, its successors and assigns, shall have the right to grant exceptions and variances to said setback in respect to any parcel of land, the topography of which is such as to render compliance with such setback unreasonable. Any application for exceptions or variances shall be in writing and shall be accompanied with plans and specifications in respect to the proposed structure. Any variance shall be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida. There shall be no building in or filling in of wetland areas.

10. An easement eight (8) feet in width along the rear, five (5) feet along the side, and ten (10) feet along the front of each parcel is reserved for the Developer, its successors and assigns, for the installation and maintenance of utilities and drainage facilities; provided, however, the owner of the parcel may fence in the easement area and the area shall be maintained for utilities and drainage facilities. Lot owners shall in no way impede the drainage of property and all roadways or driveways constructed over swales or ditches shall be culverted to County specifications.

11. Commercial and recreational vehicles including but not limited to campers, motorhomes, trailers, off the road vehicles, inoperable vehicles, dump trucks, draglines, dunebuggies and boats must either be placed in enclosed structures, walled areas, or must be located on the lot so as to be screened from view from roadways and adjoining properties by shrubbery or natural vegetation. No unsightly objects of any nature shall be stored on the lots unless said objects are completely screened from the view of roadways and adjoining properties. Satellite dishes shall be allowed, but must be completely screened from view of roadways and adjoining properties.

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12. No firearms, *air* rifles, BB guns or like devices shall be discharged, fired, shot or otherwise

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used on any lot or area within the subdivision. No ATV's, ATC's, dirt bikes or other off-the-road motorized vehicles shall be operated *or* otherwise be used on any lot *or* area within the subdivision.

13 All electrical service to the primary residence and any attached *or* unattached structures shall be provided to said structure by underground service.

14. All horses, cattle *and* other animals, exclusive of dogs, cats and other household pets, shall be corralled within an enclosed area. No activities of a noxious or offensive nature, including , but not limited to, surface or subsurface mining, the maintenance of poultry or rabbit ranches, hog farms or cattle feeding pens, shall be conducted on the premises.

15. No activities shall be permitted and no conditions shall be allowed to exist which shall constitute a nuisance to *the* other residents of the subdivision. For the purpose of this paragraph, mining of surface or subsurface minerals or drilling operation of any nature (except for water wells) shall constitute a nuisance and shall not be permitted. No weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on the premises and said premises shall at all times be kept mowed and clear of any trash, debris, or waste which might constitute a health *or* fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. It is the intention of the Developer to encourage the preservation of native flora and this paragraph is not to be construed to require lot owners to clear their lot of native vegetation.

In the event owners of any parcels shall fail *or* refuse to *keep* the premises in good order and *free* and clear of weeds, underbrush or refuse, the Oak Ford Owners' Association. Inc., may, after giving reasonable notice to the owner, mailed to the address of the property, enter upon property, mow and cut the underbrush thereon, remove the refuse, and do whatever is reasonably necessary to put said parcel in clean and proper order and appearance. Any such re-entry on the parcel by Oak Ford Owners'

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Association Inc., its agents or contractors for the purpose provided herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the owner for said service.

16. Each residence shall have a mailbox *and* an outside light, the location and design of which shall be uniform throughout the subdivision and shall conform to Developer specifications.

17. The roads in the subdivision shall be the property of the individual lot owners to the centerline of the roads. There shall be perpetual easements over the roads for the purpose of ingress and egress to the various lots in the subdivision. The maintenance of the roads and mowing of the Right Of Ways shall be performed by Oak Ford Owners' Association, Inc. a non-profit Florida corporation, and said Association shall have the authority to assess each lot owner a pro-rata share of the maintenance.

18. All owners of the lots, other than Developer, shall be members of the Oak Ford Owners' Association, Inc., a Florida non-profit corporation.

19. The expenses of the Association shall be apportioned equally among all lots in the subdivision and all future phases thereof. The Association shall levy assessments for the monies necessary to carry out any of its duties or purposes set forth in these restrictions, the Articles of Incorporation or the By-Laws. In the event a lot owner fails or refuses to pay his share of such assessment, the Association shall have the right to file a lien against the property. Said lien shall be filed in the public records of Sarasota County, Florida, and a copy thereof mailed to such owner at his last known, mailing address. The lien shall attach only upon the recording of the lien in the public records and its priority shall date from the time of recording. If such assessment lien is not paid within ten (10) days after the filing in the public records, the Association shall have the right to foreclose the lien in the same manner as a mortgage or in such manner as may be permitted by law. In addition to recovering the amount of the assessment, the Association shall also be entitled to recover from the owner of said property all costs including a reasonable attorney's fee, incurred in connection with the preparation and bringing of such

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foreclosure proceedings and all costs and fees shall be secured by said lien.

20. Restrictions *may* be modified at any time by an instrument in writing signed and acknowledged by the then owners of a majority of the lots within the subdivision. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on *each* and every lot in the subdivision for the purpose of making minor changes in these restrictions. The Developer shall *have* the right to amend these restrictions, to add subsequent units to Oak Ford and, if so amended these restrictions shall apply to the subsequent units as if originally set out herein.

21. In the event of a breach *of* any of the covenants or restrictions contained herein, the Oak Ford Owners' Association, Inc., or any person or persons *owning* real property subject to these *restrictions* shall have the right to take any action or prosecute any proceedings provided for *by* law, and shall be entitled to recover court costs and a reasonable attorney's fee against the party breaching the covenants or restrictions

22. No signs of any kind shall be displayed to the public view on any lot except for the following:

(a) Signs used by the Developer or his exclusive Agent.

(b) During the course of construction or improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

(c) For sale signs of the owner or his agent for the sale of a parcel on which a home has been completed.

Prior to erection of any of the foregoing signs, such signs must be approved by the Developer

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as to size, design, location and content. Owner or Agent "for sale" signs are prohibited on vacant lots.

23 All covenants and restrictions contained herein shall run with the land and shall be binding upon and inure to the benefit of any property owner in said subdivision.

* High Hat Ranch Inc. for it and its successors and assigns, to any property High Hat Ranch Inc. now owns or hereafter shall own any interest, has reserved the non-exclusive, perpetual right to all platted roads in Oak Ford Subdivision.

IN WITNESS WHEREOF, EL JOBEAN PHILHARMONIC GROUP INC.. a corporation existing under the laws of the State of Florida, has hereto caused these restrictions to be executed in its name and by its president.

Attested by its Secretary: 28 day of April 1986

SEE ORIGINAL DOCUMENT FOR SIGNATURE PAGE