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DECLARATION OF MAINTENANCE COVENANTS
AND RESTRICTIONS OF
BENEVA OAKS

THIS DECLARATION is made and executed this 28th day of MARCH 1979, by BENEVA OAKS DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Florida, and duly authorized to transact business in the State of Florida, as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a tract of land located in Section 15, Township 37 South, Range 18 East, Sarasota County, Florida, south of Clark Road and bordering the Easterly Right of Way of Beneva Road, to be known as "BENEVA OAKS", and intends to improve, develop and subdivide the tract of land into single family residential lots; and

WHEREAS, simultaneously herewith Declarant has platted said tract of land into a subdivision known as Beneva Oaks, and desires to establish protective covenants covering the development, improvement and usage of the lands contained in this subdivision for the benefit and protection of said subdivision, the Declarant and the purchasers of lots in the subdivision, and desires to submit said subdivision to the terms and provisions hereof;

NOW, THEREFORE, Declarant does hereby declare that the land hereinafter described in Article II, shall be and is hereby bound by the restrictive covenants and agreements set forth in these presents and that said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions and agreements, which shall constitute covenants running with the title to said land, to-wit:

ARTICLE I

DEFINITIONS.

The following words, when used in this Declaration (unless

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the context shall prohibit such construction) shall have the following meanings:

1. "Declarant" shall mean and refer to BENEVA OAKS DEVELOPMENT CORPORATION, its successors or assigns.
2. "Declaration" shall mean this Declaration of Maintenance Covenants and Restrictions, which is the same Declaration of Maintenance Covenants and Restrictions referred to in the Articles of Incorporation and By-Laws of the Beneva Oaks Maintenance and Property Owners' Association, Inc., which Articles and By-Laws are attached hereto as Exhibits "A" and "B" respectively.
3. "Beneva Oaks" shall mean and refer to all of the property described in Article II hereof.
4. "Property" shall mean and refer to any lot located in Beneva Oaks as described in Article II hereof, including all improvements located thereon.
5. "Lot" shall mean and refer to any numbered lot as reflected on the plat of Beneva Oaks as described in Article II hereof, including all improvements located thereon.
6. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities of the fee simple title to property in Beneva Oaks.
7. "Common Area" shall mean and refer to any real property located in Beneva Oaks which has heretofore or which may hereafter be specifically set aside by Declarant or deeded to the "Association" or dedicated to the County of Sarasota for the common use and enjoyment of all property owners in Beneva Oaks as members of the Association.
8. "Association" shall mean and refer to Beneva Oaks Maintenance and Property Owners Association, Inc., a Florida Corporation not for profit, which corporation has been formed for the

primary purpose of owning, improving, maintaining and managing the Common and Public areas and also for the purpose of enforcing these Covenants and Restrictions and improving and maintaining the waterways, canals and other open spaces and to provide such other community services as beneficial to the members.

9. "Public Roads" shall mean and refer to those roads or streets within Beneva Oaks heretofore or hereafter dedicated to the County of Sarasota and to be maintained at public expense, with supplemental maintenance, if necessary, by the Association.

10. "Private Roads" shall mean and refer to those roads which are common to Beneva Oaks, as a whole, and which are available for the common use of all Owners in Beneva Oaks, which roads are to be maintained by the Association.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and described as follows:

Lots 1 through 49, BENEVA OAKS SUBDIVISION,
as per plat thereof recorded in Plat Book
26, Page s 9, 9A, 9B, and 9C, Public Records
of Sarasota County, Florida.

ARTICLE III.

REQUIRED MEMBERSHIP IN BENEVA OAKS ASSOCIATION

In order to establish, protect and preserve the quality of the development, all property owners in Beneva Oaks shall be required to become members of the Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in Beneva Oaks in the Association is hereby stated and recognized to be a necessary and essential part of the orderly development of Beneva Oaks.

ARTICLE IV.MAINTENANCE COVENANTS

In connection with the Beneya Oaks development, certain land areas referred to as "Common Areas" may from time to time hereafter be set aside by Declarant or deeded to the Association as open space for the development. In some instances, easements for County access may have been granted to the County of Sarasota. Where such open space is being used as water retention areas to meet requirements of Sarasota County, such easements to the extent possible will be granted only for required maintenance by the County, not for the general use of the public. The Common Areas will be designated as such either on plats or in other documents which will be recorded from time to time by Declarant.

1. Responsibility of Association. The Association shall be responsible for enforcing the Restrictions herein contained and for maintaining the common areas. The Association shall also provide supplemental maintenance on all lands and easements dedicated to Sarasota County.

2. Assessments. The Association shall assess each property owner equally, for his share of the expenses necessary to carry out the responsibilities and duties of the Association.

3. Lien for Unpaid Assessments. Unpaid assessments shall bear interest at the rate of nine percent (9%) per annum from ten (10) days after same are due until paid. The Association shall have a lien for all delinquent assessments, which shall include interest, reasonable attorneys' fees and court costs incident to the collection of same.

ARTICLE V.ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS

No improvement or structure of any kind, including, without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object,

or other improvements, shall be commenced, erected, placed or maintained upon any property, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Declarant, or the Association upon the Declarant having assigned such rights to the Association as hereinafter provided, but in such event, the Declarant may continue to act for the Association in this function, but is not obligated to do so. All plans and specifications shall be evaluated as to their conformity with the architectural planning criteria of the Declarant as set forth herein, however, refusal of approval of plans and specifications by Declarant shall be within the sole discretion of Declarant and may be based on the subjective judgment of Declarant.

1. Permits. At the time plans, drawings and specifications are approved, and the building permit procured, the permit must be posted in a conspicuous manner on the property being improved.

2. Fees. A schedule of reasonable fees for processing requests for building plan approval may be adopted by the Declarant or the Association, such fees, if any, shall be payable to the Declarant or the Association, in cash, at the time the plans and specifications are submitted.

3. Failure to Approve. Should the Declarant or the Association fail to either approve or disapprove the plans and specifications submitted to it within thirty (30) working days after written request thereof, then such approval shall not be required in such instant; provided, however, that no building or other structure or use shall be erected or remain on any lot which violates any of the other covenants or restrictions herein contained.

ARTICLE VI.

IMPROVEMENT RESTRICTIONS

The foregoing shall apply to all property in Beneva Oaks except as specifically indicated otherwise.

1. Use Requirements. Except as hereinafter provided, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four cars, which garage shall be attached and made part of the dwelling house.

2. Size and Design of Building. The main residence shall have a living area of not less than 2,000 square feet. Living area shall exclude all screened or open porches, breezeways, garages, utility areas, whether finished or unfinished.

3. Sidewall Material. Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

4. Eaves. Eaves on dwellings may overhang in accordance with the Building Regulations from time to time adopted by the County of Sarasota.

5. Garages. Each dwelling shall be constructed with an enclosed garage for a minimum of two cars. No garage shall be erected on any lot prior to the construction of a dwelling. The garage shall be of the same kind of materials and construction as the dwelling, and shall conform architecturally with the dwelling, and must provide for entry at the side of the main residence so that garage doors are not visible from the front of the street.

6. Set-back Lines, Etc. No structure of any kind, including, but not limited to dwellings, garages, swimming pools and screened cages, shall be erected nearer than 50 feet to any street right of way line, or nearer than 8 feet from any side lot line, nor nearer than 15 feet from the rear lot line of any lot.

7. Lawns and Driveways. All lawns in front of each residence shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed except as shown on the plot plan approved by Declarant. All driveways from the garage to the street pavement shall be constructed of reinforced concrete, a minimum of 4 inches in thickness, with trowel, broom finish, or river rock, or with asphalt of 6 inches in thickness.

8. Other Structures. No structure of a temporary character, trailer, housetrailer, tent, shack, garage, barn, barracks-type structure or other outbuilding shall be erected, maintained or used on any lot at any time, either temporarily or permanently, except that necessary construction sheds may be temporarily maintained during construction of a dwelling but shall be promptly removed upon completion of such dwelling and not later than six (6) months after original commencement of the construction of such dwelling.

9. No Re-subdivision. No lot or group of lots shall be re-subdivided, except, however, an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by so doing, the fractions of the re-subdivided lot will then become part of the adjoining lots and must be conveyed thereafter with the adjoining lot as one lot, however, lots larger than 1/4 acre may be re-subdivided with the approval of Declarant, provided each lot so created is a minimum of one-half (1/2) acre in size.

10. Swimming Pools. Swimming pools and screened enclosed structures may be constructed on any lot contiguous to a dwelling, in compliance with Sarasota County building regulations.

11. Sanitary Facilities. No outdoor toilets shall be erected or maintained.

12. Water System. All buildings shall be connected to the water system of the franchised utility company, and shall be subject

to installation fee, as well as for charges for water consumed. If the connection fee has been prepaid by Declarant, it shall be refundable to Declarant by the original lot purchaser. No saline or regenerating solution from water softening equipment shall be discharged in any street right of way.

All owners of lots expressly grant to the franchised utility company, its successors, or assigns, a license for any of its agents or employees to enter upon any lot for the purpose of installation of water meters, water lines, and for the routine reading of meters and servicing and maintenance of any part of the installation.

13. Sewerage Treatment. All buildings shall be connected to an approved private treatment facility, (septic tank) to be installed at the expense of the lot owner. The private treatment facility must conform to current County and Health Department requirements.

14. Lawn Sprinkling and Irrigation. Any lot utilizing an underground sprinkling or irrigation system may not connect same to the potable water supply, but must install a shallow well to utilize the shallow subsurface water supply.

15. Unightly Objects. All garbage or trash containers, oil tanks, and bottled gas tanks on all lots must be underground or placed in walled areas so they shall not be visible from the adjoining properties. Air conditioner compressors shall be similarly screened from view and buffered by a wall or shrubbery so as to reduce the noise level resulting from operating thereof. No weeds, underbrush, refuse piles or other unsightly growths shall be permitted to grow or remain upon any lot. In the event the owner

of any lot or lots shall fail or refuse to keep the premises free of weeds, underbrush, refuse piles, or other unsightly growths, then the Declarant, its successors, or assigns, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services and such entry on the part of the Declarant, its successors, or assigns, shall not be deemed a trespass; nonpayment of such charges shall allow the placement of a lien on said lot or lots.

16. Unlawful Use of Property. No unlawful, improper or immoral use shall be made of any lot and same shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the neighborhood.

17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. Animals. No animals, livestock or poultry of any kind shall be bred, raised or kept for commercial purposes on any lot. House pets may be kept on any lot as long as they do not become a nuisance to other residents in the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening behavior of free-running dogs shall be considered a nuisance. Exposed excrement on lots, lawns or boulevards shall be considered a nuisance.

19. Signs. No "For Sale" sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than four square feet may be used to advertise an improved property for sale; provided however, signs not more than ten square feet (not wider than four feet, nor higher than three feet), may be used by a builder to advertise improved property for sale during the construction and initial sales period. This exception applies to lots approved by the County for model homes by grant of a temporary use permit. The use of flags or other similar advertising material is strictly prohibited.

20. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Where more than one lot is used as a single building site, only the outside boundaries of said building site shall carry such easements.

21. Visible Parking or Storage. With the exception of family type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside of an enclosed garage. This restriction includes, but is not limited to trucks, trailers, boats, racing cars, recreational vehicles or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair or regular performance of service functions of the tradesman or owners operating same, but such parking must be limited to the actual time during which such services are being performed.

22. Lot Grading. Floor levels shall be set sufficiently above street grade to provide proper drainage of the respective lot and no filling or grading shall be done that will adversely affect the proper drainage of adjacent property. Protective slopes around all buildings shall be provided on every lot by the respective owner and side lot line swales shall be planned and maintained to prevent standing water in the rear. It shall be the

responsibility of each owner to see that his lot conforms to FHA #300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. #5), Section #1202, Page 234 and 244 inclusive. This places a special responsibility on the first builder in any neighborhood to refrain from blocking side lot line easements in excess of the minimum 1% slope toward the street.

23. Trees. In order to protect the wooded homesite environment, property owners must replace each tree removed for construction with two small trees. No trees may be removed from the dedicated public or common areas unless it is required by reason of hazard or disease and then only by the approval of the Declarant or the Association.

24. Burning. No outdoor burning will be allowed and all leaves, trash, etc., must be carted to a legal dumping ground or containerized for central pickup.

25. Underground Utilities and Antenna. All utility lines and lead-in wires, cable TV lines, including but not limited to, electrical lines and telephone lines, located within the confines of any lot or lots shall be located underground; provided nothing herein contained shall prevent an above ground temporary power line to a residence during the period of construction.

There shall not be permitted or maintained, any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling house.

ARTICLE VII.

GENERAL PROVISIONS

1. Remedies for Violation. If the owner of any property in "Beneva Oaks" shall violate or attempt to violate any of the

covenants and restrictions herein, it shall be lawful for any other property owner within "Beneva Oaks" to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant or restrictions, either to restrain him from such violation, or to recover damages therefor, or both. Although Declarant may enforce the covenants and restrictions contained herein, it shall not be obligated to do so. Any person, or the Association, or the Declarant who shall bring successful legal proceedings to enforce these covenants and restrictions shall be entitled to recover his costs and reasonable expenses of such proceedings, including a reasonable attorneys' fee, including appellate proceedings, from any person found to be in violation of these covenants and restrictions, provided the violator shall have first been given written notice of his violation and at least ten (10) days in which to correct it.

2. Term of Restrictions. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the subdivision subsequently executed, and same shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty (30) years from the date of recording, after which time such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in the subdivision, agreeing to terminate or change same in whole or in part.

3. Amendments. This Declaration may be amended as follows:

(a) By the Declarant so long as Declarant has the right to appoint a majority of the Board of Directors of the Association, and thereafter,

(b) By written consent of a majority of the membership of the Association.

All amendments shall take effect when duly executed and recorded in the Public Records of Sarasota County, Florida.

4. Assignment by Declarant. Declarant reserves the right to assign all or a portion of its rights and responsibilities hereunder, whether they are personal in nature or not, to any legal entity the membership of which is comprised of the owners of a majority of the property in Beneva Oaks, or to the Association. After such assignment is recorded in the Public Records of Sarasota County, the assignee shall stand in place and instead of Declarant as fully as if it had originally been the Declarant hereunder, and shall have all of the discretionary authority granted to or reserved by Declarant hereunder.

5. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and the corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

[Handwritten signature]
[Handwritten signature]

BENEVA OAKS DEVELOPMENT CORPORATION,
a Florida Corporation,

By

[Handwritten signature]
President
(Corporate Seal)

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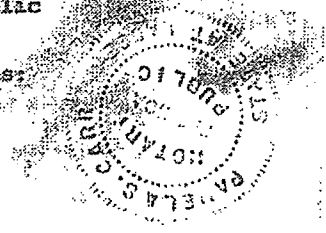
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harry W. Mathley well known to me to be the President of the corporation named herein, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of March, 1979.

Camela S. Corcoran
Notary Public

My commission expires:
April 13, 1980



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