

GOLDEN HILLS PROPERTY OWNERS ASSOCIATION, INC.

DECLARATION OF RESTRICTIONS

To Whom it May Concern:

WHEREAS, Golden Hills Property Owners Association, Inc., a Florida corporation, hereinafter referred to as "GHPOA", is the legitimate successor/assign to the original subdivider, Ocala Golden Hills, Inc. of the following described property, situate, lying and being in Marion County, Florida, to-wit:

All that part of Golden Hills Turf and Country Club Subdivision, as recorded in Plat Book "H", pages 11, 11a, 11b, Public Records of Marion County, Florida, lying South of the following described line: Beginning on the East boundary of said Golden Hills Turf and Country Club Subdivision, being the East line of the West ½ of Section 30, Township 14 South, Range 21 East, as its intersection with the North line of Lot 7, Block 23; thence West along the North boundary of said Lot 7 and an extension thereof 257.09 feet to the centerline of Contestoga Boulevard; thence North along said centerline 8.86 feet to an intersection with the centerline of Rio Pinar Boulevard; thence Northerly, Westerly, and Southerly with said centerline of Rio Pinar Boulevard to an intersection with the Easterly extension of the centerline of Doral Drive; thence West along the centerline of Doral Drive to an intersection with the centerline of Pinetree Boulevard; thence South 0 degrees 09' 50" West along the centerline of said Pinetree Boulevard to a point due East of the Northeast corner of Lot 3, Block 11, of aforementioned subdivision, thence West along the North boundary of Lot 3, Block 11, and extension thereof 205 feet to the West boundary of aforementioned Golden Hills Turf and Country Club Subdivision, being the West line of the East ¼ of Section 25, Township 14 South, Range 20 East. Except tracts 9, 10, and 11. Containing 500.0 acres, more or less.

and,

WHEREAS, the current covenants and restrictions will expire on December 1, 1993:

and,

WHEREAS, it has been voted by a majority of the current lot owners to change said covenants (Book 177, Page 469).

NOW, THEREFORE, the GHPOA does hereby declare that each and every of the lots located in the following described property, situate, lying, and being Marion County, Florida, to-wit:

GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION,
according to the plat thereof, recorded in Plat Book "H", at pages 11, 11a,

and 11b, of the Public Records of Marion County, Florida, less and Except Block Two (2) thereof; are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions, thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and shall be as follows, to-wit:

ARTICLE I

DESIGN CONTROL COMMITTEE

1. **Purpose, Powers and Duties of the Golden Hill Design Control Committee.** The Purpose of the Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishments of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

2. **Committee Members.** The chairperson of the Design Control Committee shall be a member of the Board of Directors of the Golden Hills Property Owners Association Inc. and duly appointed by same. The chairperson shall appoint a minimum of four and a maximum of seven GHPOA owners to serve on the committee. No member of the committee may be engaged in any employment or activity which could be construed as a conflict of interest. This committee shall meet at regular monthly meetings or special meetings as required. At each meeting attendance of a majority but no less than two of the members then in office shall constitute a quorum for the transaction of business.

ARTICLE II

DEVELOPMENT AND USE RESTRICTIONS AND OBLIGATIONS

1. **Lot and Tract Development, Site and Structure Design Approval.** No change in the topography of any lot or tract, nor the construction of any building, fence, wall or other structure of any kind nor the installation of any utility or other service shall be commenced, erected, or maintained on any lot or tract, nor shall any exterior addition to or change or alteration be made until a Site Plan for such lot or tract showing all proposed changes in topography and detailed plans and specification showing the nature, kind, shape, height, materials, external colors and location of any building, fence, wall or other structure shall have been

submitted to an approved in writing by the DESIGN CONTROL COMMITTEE, its successors and assigns and a copy of such plans as finally approved deposited for permanent record with the Committee.

The owner of any lot or tract desiring to alter the existing topography thereof, or to erect, place, construct or alter a building or structure thereon shall submit detailed plans which shall include:

A. A site plan showing all proposed alterations of topography and the dimensions and location of all building, fences, walls, driveways, walks, utility easements or other improvements to be erected on or under such lot or tract.

B. Foundation plan, floor plan, and exterior elevations of all structures (including the dimensions thereof) as they will actually appear after all topographic changes and landscaping is done from finished ground up.

C. The description of the exterior color schemes and materials to be employed.

D. An estimate of the costs of such alteration or construction, the day the Owner intends to commence such work and the date such work will be completed.

E. A signed statement that the proposed alteration will not negatively impact surrounding properties or drainage thereof.

Such plans and specifications shall be submitted in writing for approval over the signature of the Owner of the lot or his duly authorized agent.

Committee approval of such plans and specifications may be withheld not only because of their noncompliance with any specific restrictions contained in this Declaration but also by reason of the reasonable dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed change in topography or structure inharmonious or aesthetically inconsistent with the standards of the development of the subdivision.

Written approval by the Committee shall be deemed valid for a period of one year and all construction so approved must be completed within one year from date of approval. All landscaping, seeding or sodding, shall be completed within 90 days of receipt of certificate of occupancy. Such landscaping must meet neighborhood standards.

The approval of the Committee for use of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of such right to object to any of the features or elements embodied in such plans or specifications in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots or tracts.

If after commencement of any approved change in topography or approved construction or alteration of any building, fence, or other structure, such work is abandoned for a period of twenty-one (21) days or is not prosecuted in a manner consistent with completion within the time estimated and approved for

completion, then such abandonment or failure of diligent prosecution shall be deemed a violation.

Any member of the DESIGN CONTROL COMMITTEE may from time to time at any reasonable hour or hours enter and inspect any external improvements underway on any lot or tract as to compliance with the provisions thereof and shall not thereby be deemed guilty in any manner of trespass for such entry of inspection.

If, within (30) days following submissions of all plans, specifications, materials and information required herein (such period to commence only upon submission of all required information), the Committee fails to take official action with respect to approval or disapproval of any plans and specifications submitted in conformity with the requirements hereof and received for in writing, then such approval will not be required, provided that the improvements shown by such plan and specifications are not in violation of any specific restrictions contained in this declarations and entail no variance permitted to be made by the Committee under this Declaration.

2. Lot Development: Restrictions and Limitations. The development of and the construction or maintenance of any improvement on each lot shall be subject to the following restrictions and limitations:

A. Use Restriction. Each and every of the lots, located in GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, EXCEPT lots in Block Two (2), shall be known and described as residential lots, and no structures shall be constructed or erected on any residential lot other than one detached single family dwelling and attached garage, neither to exceed two stories in height. No residential lot as shown on this plat shall be divided or re-subdivided unless all portions of said lots be used to increase the size of adjacent lots as platted. No residence building having a living area of less than 2000 square feet (exclusive of garage, carports, covered porches and roofed entry ways), shall be erected on any lot. For two-story structures, the minimum living area on the first floor shall be 1500 square feet.

B. Setback Restriction

1. On all residential lots, no structure nor any part thereof shall be erected less than (40) feet from the golf course or rear lot line, not less than forty (40) feet from the front property line, nor less than twenty (20) feet or 10% of the width of the lot at the street line, whichever is greater, from any interior side lot line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the golf course or of the interior side lot line. Such swimming pool enclosures may not be erected unless and until their location, design, etc., have been approved by the DESIGN CONTROL COMMITTEE, its successors, or assigns. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building.

2. On corner lots no structure shall be erected less than forty (40) feet from the front street line of said corner lot, nor less than twenty-five (25) feet

from the golf course or rear lot line, nor less than forty (40) feet from the side street line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line or side street line or interior lot line. Such swimming pool enclosures may not be erected unless and until their location, design, etc., have been approved by the DESIGN CONTROL COMMITTEE. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building.

C. All fences shall be considered structures subject to the following restrictions:

1. Side Boundaries

a. No wood, other than wood post and rail, metal or synthetic fences will be permitted from the street right-of-way boundary line to a distance of 40' in depth. Any masonry or wall hedge limited to 3' in height, and maintained to this height.

b. Side and rear boundary fencing beyond this 40' setback shall be restricted to wood post and rail, masonry or wall hedge. No solid panel of any material, no post and wire, and no chain-link fencing permitted. Wood post and rail and masonry limited to 3' in height. Wall hedge limited and maintained to height not to exceed 5'.

2. Front Yard

a. No fencing of any sort may be constructed in front yard between the street right-of-way and the residence structure unless approved in writing by the DESIGN CONTROL COMMITTEE.

3. Rear Yard

a. Any fencing for pet control or other use must be limited to the rear yard within the width of the residence so as not to be visible from the street. It must be attached to the residence. Depth, height and location must be approved by the DESIGN CONTROL COMMITTEE.

D. Obstructions to Sight Line. No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations over two feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

E. Easements. All easements for utilities, drainage canals and water retention areas and other purposes shown on the plat of GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, recorded in Plat Book "H", pages 11, 11a, and 11b of the Public Records of Marion County, Florida, are hereby reserved as perpetual easements for maintenance and utilities installations. Any wall, fence, paving, planting or any other improvement located in an easement

area shall be removed upon the request of the public utility using said area, all at the expense of the owner of such lot or tract.

F. Road Weight. In order to preserve the roads and avoid deterioration caused by excessive load weights of trucks delivering building materials, the lot owner applicant will instruct his builder and suppliers that they must adhere to the following weight restrictions:

1. Concrete trucks, on a tandem rear axle, shall not carry more than 7 yards of concrete per load.
2. Sand trucks with dual wheels shall not carry more than 12 yards of sand per load.
3. Trucks using flat bed trailers may not carry more than 12 pallets of sod per load or 6 cubes of bricks, or 7 cubes of blocks or 12,000 square feet of wallboard.

If any of the suppliers in the above cases use other than the above described equipment they will contact the Design Control Committee, prior to delivery, and will obtain approval for the proposed load and the vehicle which will make delivery.

The Lot Owner will be held responsible for any violations of the above restrictions and will be liable for a fine of up to \$1000 (per violation) which may be assessed by the Design Control Committee. This is necessary due to the rather severe damage to our roads in the past. On request a copy of the weigh slips will be furnished to any member of the DCC.

ARTICLE III

GENERAL RESTRICTIONS

1. There will be no burning of rubbish, trash, leaves, etc. at any time.
2. Garage door openings will not face either the street or the golf course without specific approval of the Design Control Committee.
3. No commercial signs of any kind will be permitted except “For Sale” signs of the size and type normally used by residential real estate brokers, which must be removed immediately upon the closing of the sale of the lot. Only two signs per lot will be permitted, one to be at the front and one in the rear.
4. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home or other motor vehicle shall be regularly parked or maintained on any lot except in an enclosed garage. No commercial vehicle of any kind other than one operated by a vendor providing delivery or temporary services to the premises shall be permitted on any lot at any time. No vehicle may be parked in street overnight. No more than two vehicles may be parked or maintained regularly on any property.

5. Each lot Owner shall maintain their premises and all improvements thereon in a clean, neat and attractive condition shall keep their property free of any accumulation of junk, trash, abandoned vehicles, construction materials, equipment or any other unsightly objects and shall not permit any natural or artificial feature on any lot to become obnoxious, overgrown or unsightly. If, in the judgment of the Design Control Committee, an Owner fails to maintain improvements on a lot, permits accumulations of trash or junk or permits any lawn, fence, hedge, tree or landscaping feature to become obnoxious, overgrown, unsightly or unreasonably high, the Association shall have the right, but not the obligation, to cut, trim, or maintain said lawn, fence, hedge, tree or landscaping feature, to remove such accumulation of junk or trash or to effect necessary repair and maintenance to the premises with the cost thereof to be billed as a specific assessment enforceable pursuant to the terms of Article IV of this Declaration.

6. No animals shall be kept or maintained on any lot except conventional household pets, and then only in such number as not to constitute a hazard, nuisance, or annoyance to other property owners of adjoining lots. All animals permitted to be maintained on any lot shall be kept and contained on and within the owner's property in the principal residence or a fully enclosed sound proof structure which has been approved by the committee and shall be permitted in street rights of way or common areas only when under restraint and in the company of the owner, a member of the owner's family, or servant. No kennel run, aviary or similar open structure for the housing of animals shall be permitted.

7. Septic tanks for the proper and sanitary disposal of sewage shall be installed and maintained in good order for each residence. All septic tank installations must have prior approval by the Board of Health of Marion County as to type, capacity, location and other specifications and shall comply with the provisions and requirements of the Florida Sanitary Code, applicable thereto as set forth in Chapter 381, Florida Statutes, 1961, and amending or related Statutes.

8. Laundry tree or laundry lines used for drying laundry must be placed in an area properly screened by shrubbery or of other material so that laundry is not visible either to next door neighbors or passersby, or from the golf course.

9. No business or commercial enterprises of any type shall be carried on or conducted on any property.

ARTICLE IV

ADMINISTRATION

1. All property owners within the subdivision who acquire such property subsequent to the effective date of these restrictions will be required to pay annual dues as set by the GHPOA according to its by-laws. Failure to pay such dues shall constitute a lien on the property.

2. Duration of Restrictions. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 1, 2003, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then property owners of the lots, it is agreed to change said covenants in whole or in part. These covenants may be amended at any time by a 66-2/3 percent vote of the then property owners. Property owner is defined as one who owns one or more lots in the Golden Hills Turf and Country Club Subdivision.

3. Remedies for Violations. In the event of a violation or breach of any of these restrictions by any person or concern or by virtue of any judicial proceedings, the GHPOA, its successors and assigns, and the lot owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them

4. Severability. Invalidation or removal of any of these covenants by judgement, decree, court order or amendment by the GHPOA, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the GHPOA, a Florida corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Ocala, Marion County, Florida, this 1st day of December, 1993.