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DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

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RECORD & RETURN TO:
Tim D. Haines
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

**AMENDED AND RESTATED PROTECTIVE COVENANTS
OF
TIMBERWOOD THIRD ADDITION**



THIS AMENDED AND RESTATED PROTECTIVE COVENANTS OF TIMBERWOOD THIRD ADDITION is made and executed this 1st day of June, 2003, by **TIMBERWOOD PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION** (the "Association"), joined by a majority of the owners of Lots within the Third Addition (as that term is defined herein).

WITNESSETH:

WHEREAS, the Association is the property owners association for the real property platted as "Timberwood Third Addition" as per plat in Plat Book "Y", Pages 64 through 69, all of Public Records of Marion County, Florida, (all of the real property described in the foregoing Plats hereinafter the "Third Addition"); and

WHEREAS, all or portions of the Subdivision are encumbered by those certain Protective Covenants of Timberwood Third Addition, Subdivision, as per Plat Book "Y", Pages 64-69 recorded in OR Book 1389 at Page 0854, Public Records of Marion County, Florida, as all of the foregoing have been amended by Amendment to Protective Covenants of Timberwood Third Addition, in Plat Book "Y", Pages 64 through 69, Public Records of Marion County, Florida recorded in OR Book 2548 at Page 993, Public Records of Marion County, Florida (all of the foregoing protective covenants as amended hereinafter the "Protective Covenant"); and

WHEREAS, the Protective Covenant provides that the same may be amended by a majority vote of the Third Addition Owners of Lots; and

WHEREAS, by a majority vote by letter ballot of the Members of the Third Addition, which Members constitute all of the Owners of Lots within the Third Addition, a majority Owners of Lots within the Subdivision voted to amend and restate the Protective Covenants as set forth herein.

NOW, THEREFORE, the undersigned hereby amends the Protective Covenants as follows:

1. The Amended and Restated Protective Covenants of Timberwood shall supersede and replace those certain Protective Covenants of Timberwood Third Addition, Subdivision, as per Plat Book "Y", Pages 64-69 recorded in OR Book 1389 at Page 0854, Public Records of Marion County, Florida, and henceforth the property described in said Protective Covenants shall be encumbered by, and subject to, this Amended and Restated Protective Covenants of Timberwood Third Addition.
2. All of the lots shall be known and described as single-family residential lots. The minimum size of lots shall be 43,560 square feet.
3. Construction on each lot shall be limited to one detached single-family dwelling and a private garage, plus other building structures incidental to residential dwellings, all plans for which shall be subject to prior approval of Board of Directors.

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4. Minimum square footage for living area of any residence shall be 1,500 square feet, exclusive of porches, utility areas, patios and garages. No mobile home, modular home or house trailer shall be placed on or used on any of the said lots as a permanent or temporary residence. All homes and garages must be site built.
5. All water and sewer systems shall meet State and County requirements.
6. The owner of each lot improved with a residence shall erect and maintain a three (3) board wood black fence along the perimeter of the lot, in the same color, place, and style as is common to the subdivision, as approved by the Board of Directors, within ninety (90) days of the date of closing or date of Certificate of Occupancy. In the event a fence has already been erected upon adjacent property, an owner shall not be required to erect a fence parallel to the fence on the adjacent property, provided that his lot perimeter is visually enclosed at all times by his own fence and the fence upon the adjacent property.
7. All driveway entrances from the street pavement to the lot line shall be constructed to County or applicable regulating governmental agency regulations and specifications.
8. All residences and structures shall be constructed to comply with the following set-back requirements unless Marion County code at the time of permit requires a larger set-back:
 - (a) Residences and private garages:
 - i. Front property line set-back 50 feet
 - ii. Side property line set-back 25 feet*
 - iii. Rear property line set-back 25 feet
 - (b) Other detached structures:
 - i. Front property line set-back 50 feet
 - ii. Side property line set-back 25 feet*
 - iii. Rear property line set-back 25feet
 - (c) Corner lot set-backs
 - i. Front property line set-back 50 feet
 - ii. Side street property line set-back 50 feet
9. On each lot, a ten (10) foot easement is reserved on all side and rear lines for public and private utility installation.
10. No noxious or offensive activity shall be carried on upon any lot or within the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. Outward appearance of a business enterprise of any kind shall not be visible at any residence or anywhere within the Third Addition.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall not at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
13. Parking or storage of campers, trailers, boats or other recreational vehicles, un-registered vehicle or any vehicles with a GVW in excess of 3/4 ton is prohibited except within an enclosed garage or except at the rear of the residence.
14. Except as hereinafter provided, no animals, birds, fowl, poultry, or reptiles of any kind shall be raised, bred, or kept on any of the aforementioned property. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No animal, bird, or reptile shall be kept in such manner as to constitute a nuisance. No animal shall be kept on any lot, which by barking, howling or otherwise, disturbs the quiet of the neighborhood. All pets, if not completely under control, shall be kept on a lease when off the pet owner's property and no pets shall be allowed to run at large in the aforementioned subdivision.
15. All garbage cans, pumps, fuel, oil tanks, gas tanks and other storage tanks shall be screened and hidden from sight, or shall be placed in an underground receptacle.
16. No changes in grade elevation except normal site preparation may be made without the written consent of the Board of Directors.
17. No streets, ditches, signs or other improvements in the subdivision may be modified or altered without the written consent of the Board of Directors.
18. All construction plans, including residential dwelling, other detached structures, fences, walls and initial landscape plans, shall require approval by the Board of Directors. Maximum fence or wall height shall be five (5) feet within the front setback requirements and a maximum of six (6) feet in height to the rear of the front set-back requirements.
19. Each property owner shall promptly after completion of construction of a residential dwelling on the property sod or otherwise grass with grass compatible with other lots in the subdivision, all portions of the lot (s) owned by said property owner and shall take such action as is necessary to maintain said grass and lawn to the paved road abutting said lot(s) in good and neat condition at all times.
20. The recorded plats of the subdivision shall be final and except by approval of Timberwood Property Owners Association, Inc., no further subdivision of any lot or lots shall be permitted except to correct an error in platting or to conform to requirements of the law.
21. No irrigation or pumping of water by lot owners from the drainage system or drainage retention areas shall be allowed. No property owner shall take any action which will divert, impede or interfere with the natural flow of waters through said drainage system area to the drainage easements, drainage retention areas and drainage facilities as designated on the referenced plat.

22. Timberwood Property Owners Association, Inc. authorized by revised Articles of Incorporation filed July 28, 1999, is the successor to Drexel Investments, Inc., and therefore,

(a) the Association shall maintain all public improvements until the same are accepted for maintenance by appropriate governmental agency and,

(b) the Association shall provide maintenance and upkeep of entrance signs, walls, fences, landscaping, entrance lights installed by it, and all property owned by, or which is the responsibility of the Association such as water retention areas. All property Owners, including future property owners, shall have an equal responsibility and obligation in the operations and maintenance of said improvements.

23. The Association, as empowered by the Articles of Incorporation, shall levy assessments, both general and special, to meet Association obligations. The Board of Directors shall budget for anticipated expenses to include, but not be limited to, Association operating expenses, maintenance of property owned, preserve or enhance the value of the Subdivision, reserves for deferred maintenance, and capital improvements. The budget is the basis for Assessments only after approval by the Owners and Members of the Association no less than annually. The Board of Directors may amend its budget at any time to meet shortfalls of collection of assessments.

(a) The total amount of budgeted expenses will be divided by the number of lots, the result of which shall be the amount of assessment for each lot Owner. Owners shall promptly pay their assessments when due.

(b) Assessments constitute a lien against the respective lots and if not paid, the Association may take whatever action is legally available to collect said assessment. All expenses associated with the collection of a delinquent assessment shall be added to and be combined with the delinquent assessment, all of which shall be paid by the delinquent Owner.

© The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's Certificate of Incorporation, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

24. In the event of violation of any restriction, or condition or breach of any covenants or agreement herein contained, Timberwood Property Owners Association, Inc. may enter upon the land upon which such violation or breach exists and summarily abate and remove, at the expense of the owner thereof, any thing, condition or structure that may be or exist contrary to the intent or meaning of the provisions hereof, and Timberwood Property Owners Association, Inc. shall not hereby be guilty of any manner of trespass for such entry, abatement or removal. Further, these restrictions may be enforced by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

25. These covenants are to run with the land and shall be binding upon all the parties, and all persons claiming under them until February 1, 2009, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots of Timberwood Third Addition, it is agreed to change said covenants in whole or in part. Invalidity of any one of these covenants, by judgment or court order, shall in no wise affect any other provisions of these covenants which shall remain in full force and effect.
26. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any persons violating or attempting to violate any of said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof, The failure of the Association or any lot owner to enforce any of said covenants and restrictions or other provision, shall in no event be deemed a waiver of the right to do so thereafter.
27. In connection with any litigation, including appellate proceedings, arising out of this Declaration of Restrictive Covenants, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
28. Membership of the Association is comprised of all the Owners of lots in the Subdivision. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned. (pursuant to Florida State Statute 720.301 - 720.312 Homeowners Associations)
29. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of the Declaration are declared to be severable.
30. The masculine gender shall be construed to include a female or a corporation where the contest so requires.
31. Unless the contest otherwise requires, whenever used in this Declaration:
- (a) "Person" shall include a corporation or other legal entity.
 - (b) "Lot" shall mean any plot off land shown as a numbered parcel on the aforementioned plat or on any plat hereafter recorded.

IN WITNESS WHEREOF, the said Timberwood Property Owners Association, Inc. has caused these Restrictions to be executed, and the seal of the corporation to be placed thereupon by its duly authorized officers this 1st day of June, 2003.

Signed and sealed in our presence as witnesses:

TIMBERWOOD PROPERTY OWNERS
ASSOCIATION, INC., A FLORIDA
CORPORATION

Bernard Landau

Print Name: Bernard Landau

L. Charles Smely Jr

Print Name: L. CHARLES Smely JR

By: Douglas S. Tiffany

Print Name: DOUGLAS S. TIFFANY

Title SECRETARY

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by DOUGLAS S. TIFFANY, as SECRETARY of TIMBERWOOD PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, who is ☒ personally known to me or who ☐ has produced _____ as identification.

Sign
Print

[Signature]
Notary Public, State of Florida
Commission Expiration:
Commission No.:

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336