

# MARION OAKS

## Declaration of Deed Restrictions



Marion Oaks Civic Association  
294 Marion Oaks Lane  
Ocala, Florida 34473

DECLARATION OF RESTRICTIONS  
FOR  
MARION OAKS SUBDIVISION

A subdivision located in Marion County, Florida

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Civic Association.

THE DELTONA CORPORATION  
A DELAWARE CORPORATION  
DECLARATION OF RESTRICTIONS TO WHOM IT MAY CONCERN  
RESIDENTIAL  
MARION OAKS SUBDIVISION

DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, A Delaware Corporation, hereinafter referred to as the 'Subdivider' is the owner of the following described property, situate, lying and being in Marion County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in MARION OAKS SUBDIVISION, UNIT and to limit the use for which each and every of said lots located in MARION OAKS SUBDIVISION, UNIT is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in Marion County, Florida; to-wit:  
MARION OAKS SUBDIVISION, UNIT , according to the plat thereof, recorded in Plat Book Pages , through inclusive, of the Public Records of Marion County, Florida, less and excepting.

(hereinafter referred to as the ('lots' or 'said lots') 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 said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows: to-wit:

1.01     **Use Restriction**

Each and every of the lots described above shall be known and described as residential lots, and no structure shall be constructed or erected on any residential lots other than one detached single-family dwelling not to exceed two stories in height, and accessory buildings thereto.

2.01     **Setback Restrictions**

On all lots, no building shall be erected on any of said lots nearer than 25 feet to the front lot lines of said lots except that on corner lots no structure shall be permitted nearer than 25 feet to the front lot line

of said corner lot (the front lot line shall be the street lot line having the least dimension); nor nearer than 15 feet to the side street line when the front of the structure is placed facing said front lot line, however if the front of said structure is placed facing more toward the side street lot line then it shall not be permitted nearer than 25 feet to both street lot lines; nor nearer than 8 feet to any interior side lot line; nor nearer than 25 feet to the rear lot line (the rear lot line being opposite and most distant from the front lot line). Screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design, have been approved by The Architectural Design Committee of the Subdivider, its successors, or assigns. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

2.02 When two or more lots are used as one building site the setback restrictions set forth in Paragraphs above shall apply to the exterior perimeter of the combined site.

3.01 **Residential Sites and building Size Restrictions.** No lot as shown on this plat shall be divided or resub divided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted.

3.02 No main building on any lot shall have a ground floor living area less than required as follows:

- (a) Eighteen hundred (1800) square feet on lots described on addendum\_\_\_\_\_of these restrictions
- (b) Fifteen hundred (1500) square feet on lots described on addendum\_\_\_\_\_ of these restrictions.
- (c) Twelve hundred (1200) square feet on lots described on addendum\_\_\_\_\_of these restrictions.
- (d) One thousand (1000) square feet on lots described on addendum\_\_\_\_\_of these restrictions.
- (e) All other lots not previously listed within the above shall have a minimum ground floor living area not less than eight hundred fifty (850) square feet.

All addendums marked NA denote "NOT APPLICABLE" as pertaining to these restrictions.

- 3.03 For the purpose of computing the required square footage as listed above, the criteria governing shall be as follows:
- Living Area:** That area of the building that is completely enclosed and protected from the weather and intended as the living quarters of the home shall be computed at full square footage area as measured between the outside surfaces of the enclosing walls.
- Garages:** Two-thirds (2/3) of actual area, measured between the outside walls or between the outside wall and the near face of the interior wall of the living area of the home.
- Carports:** One-half (1/2) of actual area, measured between exterior face of walls or partition surfaces, or to outside face of supporting parts or columns.
- Covered Porch:** One-half (1/2) of actual floor area, using the exterior dimensions of the floor slab or floor joist.
- Roofed Entranceways:** One-fourth (1/4) of actual area, measured between exterior face of wall surfaces and outside face of supporting posts or columns. or to edge of entranceway slab, whichever is lesser.
- Patios or unroofed porches shall not be considered in computing the required ground floor area.
- 3.04 **New Material**  
Every structure placed on any lot shall be constructed from new material, unless the use of other than new material shall have received the written approval of The Architectural Design Committee.
- 4.01 One of the express purposes of these deed restrictions is to preserve the residential character of the community. Hence, any commercial activity conducted upon any lot covered by these deed restrictions which tend to materially destroy the residential character of the community is prohibited. Commercial activities which require a structural change or addition to any house located on any lot covered by these restrictions; increase vehicular traffic or require additional parking facilities; creates a nuisance; or requires unreasonable or unsightly storage facilities for stock-in-trade, shall be deemed to materially destroy the residential character of the community.

- 4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 4.03 Other than signs displaying owner's name or estate name, no sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign (for a home occupation where permitted) of not more than one hundred and forty four (144) square inches when attached to the main building or curb side mail box only; or one (1) sign of not more than one hundred and forty four (144) square inches advertising the property for sale or rent, except that signs used by the Subdivider or a builder to advertise the property during the initial construction and sales period shall be allowed.
- 4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot, No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in these restrictions; except for dogs, cats and other household pets provided that none of said animals are kept, bred or maintained for any commercial purpose.
- 4.06 No lot, nor a portion of any tract, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in clean and sanitary condition.
- 4.07 No tractor-trailers, trucks including camping type travel vehicles, busses, mobile homes or other like vehicles may be parked overnight on any of the residential streets, roads or lots in the Subdivision.

4.08 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgement of the appointed Architectural Design Committee or its agent. The Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features.

5.01 **Well Water**

No individual well will be permitted on any lot or tract within this Subdivision, except for irrigation, sprinkler systems, swimming pools, or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State Board of Health.

6.01 **Obstruction to Sight Lines**

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 rounded property corner from the intersection of the street property lines extended. The same sight line 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.01

**Easement**

All easements for utilities, drainage canals and other purposes shown on the plat of MARION OAKS UNIT recorded in Plat book Pages through inclusive of the Public Records of Marion County, Florida, are hereby reserved as perpetual easements for utilities, installations and maintenance. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner of such lot or tract.

8.01

**Drainage**

No changes in elevations of the land shall be made which fully interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9.01

**The Architectural Design Committee**

No residences, additions thereto, add-ons, accessory buildings, pools, fences, or any other structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by The Architectural Design Committee or its duly authorized sub-committee or agent, and a copy Of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of who shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its



agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or thing which, in the reasonable judgement of the Committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

- 9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval or interpretation of the Committee as otherwise set forth in these restrictions.
- 9.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.
- 9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

- 9.05 Any agent or officer of The Architectural Design Committee may from time to time at any reasonable hour, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof, and the Committee and/or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.
- 9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters with the jurisdiction of the Committee. In any event, after the expiration or two (2) years from the date of the completion of construction of any structure, work, improvement or alteration, said structure, work, improvement or alteration shall be in favor of purchasers and encumbrancers in good faith and for value be deemed to be in compliance with all the provisions hereof, unless actual notice enacted by the Committee of such noncompletion and/or noncompliance shall appear for record in the office of the Clerk of the Circuit Court of Marion County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated,

10.01 **Additional Restrictions**

The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments to these restrictions applicable to the said lots, excepting there from Section 1.01 pertaining to permitted uses, and further providing that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages.

11.01 **“Definition of Successor and Assigned”**

As used in these restrictions the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in this Subdivision for the Subdivider but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Marion County, Florida specifically referring to this provision of these restrictions.

12.01     **Duration of Restriction**  
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, 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 owners of the lots or tracts, it is agreed to change said covenants in whole or in part; provided, however, any revision or alterations of the restrictions affecting Section 1.01 pertaining to the maximum number of living units shall require the approval of the MARION COUNTY COMMISSIONERS.

13.01     **Remedies of Restriction**  
In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its **enforcement.**

14.01     **Severability**  
Invalidation or removal of any of these covenants by judgement, decree, court order, statute, ordinance or amendment by the Subdivider, its successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

THE DELTONA CORPORATION  
DELAWARE CORPORATION  
DECLARATION OF RESTRICTIONS TO WHOM IT MAY  
CONCERN MULTI-FAMILY RESIDENTIAL

WHEREAS, THE DELTONA CORPORATION, A Delaware Corporation, hereinafter referred to as the 'Subdivider,' is the owner of the following described property, situate, lying and being in MARION COUNTY, FLORIDA; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in MARION OAKS SUBDIVISION, UNIT and to limit the use for which each and every of said lots located in MARION OAKS SUBDIVISION, UNIT, is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in MARION COUNTY, FLORIDA; to-wit:

(hereinafter referred to as the 'lots' or 'said lots') 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 are as follows, to-wit:

1.01 **Use-Restrictions**

Each and every of the above lots, located in MARION OAKS UNIT shall be known and described as Multi-Family Residential Lots, and at no time shall the maximum permissible number of living units, as listed in Addendum attached hereto, be exceeded on any said lot or combination of adjoining lots developed under one ownership.

2.01 **Setback-Restrictions**  
On all lots, no building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot lines of said lots. (On corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front lot line of said corner lot, nor nearer than fifteen (15) feet to the side street line) nor nearer than eight (8) feet, or ten (10) percent of the width of the lot at the front line, whichever is greater, to any interior side lot line, nor nearer than twenty-five (25) feet to the rear lot line of said lot. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design, have been approved by The Architectural Design Committee of the Subdivider, its successors, or assigns. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

2.02 When two or more lots are used as one building site the setback restrictions set forth in Section 2.01 above shall apply to the exterior perimeter of the combined site.

3.01 **Multi-Family Residential Sites and Building Size Restrictions**  
No lot as show on this plat shall be divided or resub-divided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street lines to existing rear property line. No building having a ground floor area of less than twelve hundred (1200) square feet shall be erected on any Iota Multi-family buildings shall have a minimum floor area in each living unit of six hundred fifty (650) square feet exclusive of attached porches, carports, terraces, patios and attached garages.

3.02 **Off Street Parking**  
On site paved-parking, one space shall be provided for each unit on lots designated in Addendum A as duplex (2 living unit) lots. On all other lots one and one-fourth (1 1/4) onsite parking spaces shall be provided for each living unit. Each such space shall be 10 feet by 20 minimum sizes.

4.01 **Nuisances, Trash Etc.**

No noxious or offensive trade 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.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign of any kind shall be displayed to the public view on any lot until its design and location have been approved in writing by The Architectural Design Committee as provided in Section 9 hereof.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

4.06 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on any of the streets, roads or lots in this Subdivision,

5.01 **Well Water**

No individual well will be permitted on any lot or tract within this Subdivision, except for irrigation, sprinkler systems, swimming pools, or air conditioning. This restriction shall be enforceable so

long as a water utility system is operated to the satisfaction of the State Board of Health.

6.01 **Obstructions to Sight Lines**

No fence, sign, wall hedge or shrub planting which obstructs sight lines at elevations between two and six 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,

7.01 **Easements**

All Easements for utilities, drainage canals and other purposes shown on the plat of MARION OAKS UNIT \_\_\_\_\_, recorded in Plat book \_\_, at Pages through \_\_, inclusive, of the Public Records of MARION COUNTY, FLORIDA, are hereby reserved as perpetual easements for utilities installations and maintenance. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner of such lot or tract.

8.01 **Drainage**

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9.01 **The Architectural Design Committee**

No residences, additions thereto, add-ons, accessory buildings, pools, fences, or any other structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan



indicating the exact location on the building site, shall have been submitted to and approved in writing by The Architectural Design Committee or its duly authorized sub-committee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of who shall be required to own property in the subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or thing which, in the reasonable judgement of the committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

- 9.02 The committee shall be authorized to establish further reasonable rules and regulations for approval or interpretation of the committee as otherwise set forth in these restrictions.
- 9.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

- 9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.
- 9.05 Any agent or officer of The Architectural Design Committee may from time to time at any reasonable hour, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof, and the Committee and/or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.
- 9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters with the jurisdiction of the Committee. In any event, after the expiration or two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall

appear of record in the office of the Clerk of the Circuit Court of Marion County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matters or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision, In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

10.01 **Additional Restrictions**

The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots, excepting those from Section 1.01 pertaining to permitted uses, and further providing that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages.

11.01 **“Definition of Successor and Assigns”**

As used in these restrictions the words 'successors and assigns' shall not be deemed to refer to an individual purchaser of a lot or lots in this Subdivision for the Subdivider but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Marion County, Florida specifically referring to this provision of these restrictions.

12.01     **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 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 owners of the lots or tracts, it is agreed to change said covenants in whole or in part; provided, however, any revision or alterations of the restrictions affecting Section 1.01 pertaining to the maximum number of living units shall require the approval of the MARION COUNTY COMMISSIONERS and their successors.

13.01     **Remedies of Violation**  
In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

14.01     **Severability**  
Invalidation or removal of any of these covenants by judgement, decree, court order, statute, ordinance or amendment by the Subdivider, its successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

THE DELTONA CORPORATION  
A DELAWARE CORPORATION  
DECLARATION OF RESTRICTIONS  
TO WHOM IT MAY CONCERN COMMERCIAL

WHEREAS, THE DELTONA CORPORATION, A Delaware Corporation, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in MARION COUNTY, FLORIDA, to-wit:

Located in MARION OAKS UNIT according to the plat thereof, recorded in Plat Book Pages through inclusive, of the Public Records of MARION COUNTY, FLORIDA, and

WHEREAS, the property above described is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the aforementioned tract, located in MARION OAKS UNIT, is intended.

NOW THEREFORE, the Subdivider does hereby declare that the aforementioned tract, located in the following described property, situate, lying and being in MARION COUNTY, FLORIDA; to-wit:

Located in MARION OAKS UNIT , according to the plat thereof, recorded in Plat Book \_\_\_\_\_, at Pages thru \_\_\_\_\_ inclusive of the Public Records of MARION COUNTY, FLORIDA are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as 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:

1.01 **Use Restriction**

Each and every of the above lots located in MARION OAKS UNIT shall be known and described as COMMERCIAL PROPERTY, property or any building constructed thereon may only be used for the following purposes:  
Antique Shops; Aquariums; Artist Studios;

Automobile new parts and equipment or Accessory Stores; Bake Shops employing not more than five (5) persons on the premises (Retail Only); Banks; Barber Shops; Beauty Parlors; Bicycle Stores; Billiard Rooms, Pool Rooms or Bowling Alleys; Cigar Stores (Retail Only); Confectionery and Ice Cream Stores; Conservatories; Curio Stores; Drug and Sundry Stores, excepting that no Liquor, Beer, Wine, and Intoxicating Beverages may be sold therein; Electronic Sales and Service; Employment Agencies; Florida Shops, Fruit Stores (Retail Only); Furniture Stores; Gasoline and Automobile Service Stations, on corner sites only; Grocery Stores with Meat Sales, except those dealing in Live Poultry; Hardware Stores; (Retail only); Interior Decorating, Costuming, Draperies; Jewelry Stores, Watch, Repairs Leather Goods Stores (Retail Only); Laundromats; Laundry and Cleaning agencies, provided, no gasoline or explosives of any kind are stored or used therein; Millinery, Wearing Apparel, Furrier stores; Motels and Hotels; Music, Radio, and Television Stores; Newsstands; Offices for Doctors, Dentists, Lawyers, and related Professions; Optical Stores; Paint Stores; Photograph Galleries; Post Offices; Printing Shops; Private Clubs, lodges, fraternities, sororities, public art galleries, libraries, museums and other public meeting places not operated for a profit; Retail Plumbing Fixture Stores, but not in conjunction with Plumbing Shops; Retail Fertilizer and Garden Supplies; Restaurant or Dining Rooms where kitchen is screened or located altogether with a closed building or room and ample provision for carrying away or dissipating fumes, odors, smoke or noise and where premises are so arranged and the business is so conducted as not to be offensive or obnoxious to occupants of adjoining premises; Shoe Repair Shops; Shoe Stores; Souvenir Stores; Sporting Goods Stores; Stationery Stores; Tailor Shops; Telephone exchanges; Telegraph Stations; Theatre; Motion Picture Houses; Travel Agencies; Utility Company Business Offices; and Haberdasheries. Alcoholic beverages may be served in Hotels or Motels containing fifty (50) or more guests renting rooms and in restaurants containing seats to accommodate not less than one hundred (100) customers.

The real property herein above described, and all portions thereof, is restricted to the sole uses herein above set forth and, without enlarging upon the said permissive uses and further intending to restrict and confine the said real property to the uses set forth, the said permissive uses set forth shall not be deemed to include directly or indirectly any of the following uses: the conducting of the business or profession of Real Estate Broker or Salesman, Builder, Contractor or Construction Company, Repairs or Renovator to Real Property and improvements, Painting, Interior Decorating, the Advertising of Land, Homes or any business or profession directly or indirectly competitive in any manner whatsoever to that of the Subdivision and Sale of Land, the Construction Business, the Erection of Homes, the Marketing and Selling of Homes, and any and all improvements erected upon the subject property shall be restricted to the permissive uses hereinabove set forth and shall not be used to directly or indirectly house or provide space for any of the exclusions as set forth in this paragraph.

2.01

**Setback-Restriction**

No building shall be erected on any of said lots nearer than fifty (50) feet to the front lot lines of said lots, nor nearer to the side street line on corners than fifty (50) feet, nor nearer than twenty (20) feet to the rear lot lines of said lots. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

2.02

No lot as shown on this plat shall be divided or resubdivided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street to existing rear proper

- 3.01 No noxious or offensive trade 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.
- 3.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 3.03 No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion of any tract.
- 3.04 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in these restrictions; except for dogs, cats and other household pets provided that none of said animals are kept, bred or maintained for any commercial purpose.
- 3.05 No lot, nor a portion of any tract, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in clean and sanitary condition.
- 3.06 No tractors, trucks or trailers may be parked overnight on any of the streets, roads or lots in this Subdivision.
- 3.07 A suitable shrubbery screening shall be placed and maintained where said lots abut residential property.
- 4.01 **Well Water**  
No individual well will be permitted on any lot or tract within this Subdivision, except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be forceable so long as a water utility system is operated to the satisfaction of the State Board of Health.



5.01 **Obstruction to Sight Lines**

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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.

6.01 **Easements**

All Easements for utilities, drainage canal and other purposes shown on the plat of MARION OAKS UNIT\_\_\_\_\_, recorded in Plat Book \_\_\_\_\_, at Pages through\_\_\_\_\_, inclusive, of the Public Records of MARION COUNTY, FLORIDA, are thereby reserved as perpetual easements for maintenance and utilities installations as provided for in the easements shown on said plat. Any wall, fence, paving, planting or other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner of such lot or tract.

7.01 **Drainage**

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

#### 8.01 **The Architectural Design Committee**

NO residences, additions thereto, add-ons, accessory buildings, signs, pools, fences, or any other structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by The Architectural Design Committee or its duly authorized sub-committee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of who shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or thing which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

- 8.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval or interpretation of the Committee as otherwise set forth in these restrictions.
- 8.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.
- 8.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.
- 8.05 Any agent or officer of the Architectural Design Committee may from time to time at any reasonable hour, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof, and the Committee and/or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.
- 8.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have

been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters with the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of MARION COUNTY, FLORIDA, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

- 8.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

9.01 **Definition of “Successors and Assigns”**

As used in these restrictions, the words 'successors and assigns' shall not be deemed to refer to an individual purchaser of a lot or lots in this subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the

Public Records of MARION COUNTY, FLORIDA, specifically referring to this provision of these restrictions.

10.01 **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 , 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 owners of the lots or tracts, it is agreed to change said covenants in whole or in part; provided, however, any revision or alterations of the restrictions affecting Section 1.01 pertaining to the maximum number of living units shall require the approval of the MARION COUNTY COMMISSIONERS

11.01 **Remedies for Violations**

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement,

12.01 **Severability**

Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance or amendment by the Subdivider, its successors or assigns, shall in no way affect any

of the other provisions which shall remain in full force and effect.

13.01 **Additional Restriction**

The Subdivider may at any time in its discretion, which shall not be exercised unreasonably, amend any of the restrictions or covenants contained herein by later covenant, agreement for deed, or deed hereafter made where, in the opinion of the Subdivider, great harm, injustice or damage would result to any person, natural or otherwise, by enforcement of these restrictions; or where an error, omission, or mistake has occurred in these restrictions or covenants; provided that any subsequent amendments to the restrictions or covenants contained herein shall not work to materially injure or diminish the rights of any other person, natural or otherwise, who shall be subject to the deed restrictions contained herein.

Effective January ' 1996,, the authority for enforcement of Marion Oaks Deed Restrictions was transferred from Deltona Corporation to Marion Oaks Civic

The Mission of the Marion Oaks Civic Association is to preserve, revitalize and develop the Marion Oaks community through broad-based community support, including public/private partnership business, networking, and multi-cultural expression. Our vision is for Marion Oaks to be the economic, cultural and entertainment center in Southwest Marion County providing a physically attractive, thriving community for working, leisure, shopping and living,

The Marion Oaks Civic Association will set the standard for creating an environment to enhance the economic Vitality and quality of life for its residents. The Association; therefore, support and authorizes the Marion Oaks Deed Restriction Committee, a sub-committee to insure that the Declaration of Deed Restrictions for Marion Oaks are enforced.

**MARION OAKS ASSOCIAT10N**  
(MOCA)