ORANGE BLOSSOM HILLS, INC., a Florida corporation

TO THE PUBLIC

REC 21.00
TF 3.00

DECLARATION OF RESTRICTIONS RELATING TO:

ORANGE BLOSSOM GARDENS, UNIT NO. 17-B, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 32, Pages 1-3, of the Public Records of Lake County, Florida.

ORANGE BLOSSOM HILLS, INC., a Florida corporation, (hereinafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on said lands the covenants, restrictions, reservations and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein the following definitions shall apply:

1.1 DEVELOPER shall mean and refer to ORANGE BLOSSOM HILLS, INC., a Florida corporation, its successors and assigns.

1.2 SUBDIVISION shall mean and refer to the above described Plat of ORANGE BLOSSOM GARDENS, UNIT NO. 17-B, recorded in Plat Book 32, pages 1-3, of the Public Records of Lake County, Florida.

1.3 LOT shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation, but shall not include tract or other areas not intended for a residence.

1.4 HOME shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities.

1.5 OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Plat.

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2. USE OF PROPERTY:

2.1 All Lots included in the subdivision shall be used for residential purposes only and shall be subject to the following specific residential in addition to the general restrictions contained in the Declaration of Restrictions.

2.2 No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that Developer, or its designated representative fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 To maintain the aesthetic qualities desirable in a first class subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer's designee.

2.5 There shall be only one Home on each Lot. Each home must have a garage. No carports are permitted in the subdivision. Only homes at least 1,200 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space, shall be placed on any Lot. The Home shall be a conventionally built home, either site built or prefabricated, which

must be constructed by Developer or its designee of a design approved by Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle materials over all areas including garages, screen rooms, utility rooms, etc. However, this is not intended to prohibit screen enclosures with screen overhead and containing no other roof if approved by the Developer. The Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to build or place, level and hook up the Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Developer.

2.6 No driveways, walkways, or access shall be located on or permitted on Rio Grande Avenue.

2.7 Each Home and Lot must contain a concrete driveway, the lawn must be sodded, and a lamppost light erected in the front yard of each Lot.

2.8 All outside structures for storage or utility purposes must be attached to the Home. No trucks of 3/4 ton size and up, boats, or recreational vehicles shall be be parked, stored or otherwise remain on any lot or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.

2.9 Commercial and/or professional activities may not be conducted in a Home or on a Lot.

2.10 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. It shall be the responsibility of the Owners of lakefront lots to keep the land from their lots to the water's edge neat and clean and the grass cut at all times. If an Owner does not adhere to these regulations, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.11 The Developer reserves an easement over and upon all lands lying within 20 feet of Rio Grande Avenue right-of-way, for the purpose of planting and maintaining landscaping as it sees fit, however nothing herein shall obligate Developer to do so or remove the responsibility of the Owner to comply with Section 2.10. No building or other improvements shall be made within this easement area without permission of Developer.

2.12 A sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.13 No aerials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision.

2.14 No fence, barrier, wall or structure, of any kind or nature shall be placed on the property without prior written approval of the Developer and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.15 Except as provided above, exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No security light poles may be erected.

2.16 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

2.17 All Owners shall notify the Developer when leaving their property for more than a 7-day period and shall simultaneously advise the Developer as to their tentative return date.

2.18 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to 8:00 AM.

2.19 Developer reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

2.20 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said Lots by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

2.21 Only one (1) dog may be kept by an Owner, provided, however, that at all times the animal, when not within the confines of the Home, shall be restrained by a leash.

2.22 All garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

2.23 No children will be permitted to live in the Subdivision under the age of 19 years; however, children will be permitted to visit 30 days maximum each year.

2.24 The hanging of clothes or clothes lines or poles is prohibited to the extent allowed by law.

2.25 Window air-conditioners are prohibited and only central air-conditioners are permissible.

3. **EASEMENTS AND RIGHTS-OF-WAY:**

3.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines and a five (5) foot width along the dividing lines of every building Lot and along every street, road and highway fronting on said Lot, except as may be shown on the record Plat of Unit 17-B.

3.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any lot.

3.3 No Lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Developer.

4. **SERVICES TO BE PERFORMED BY DEVELOPER OR SUNBELT UTILITIES, INC., OR DEVELOPER'S DESIGNEE.**

4.1 (a) The Developer or its designee shall perpetually maintain the recreational facilities and common grounds.

(b) Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by Sunbelt Utilities, Inc., its successors and assigns, as governed by the Public Service Commission. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established and regulated by the Florida Public Service Commission, pursuant to Florida Statutes. Garbage and trash service shall be provided by a carrier selected by Developer and the charges therefor shall be paid separately by each Owner. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

4.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 4.1(a) above, in the amount per month set forth in such Owner's deed. The maintenance sum set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Lot and/or Home, the New Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of ORANGE BLOSSOM GARDENS.

4.3 The monthly assessment or charge set forth in Paragraph 4.2 above is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot. There shall be an adjustment in the monthly assessment or charge in three years and every year subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three years from said date and each subsequent one year period thereafter. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

4.4 Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 1/2 of the Owners approving such additional facilities and commensurate charges therefor, the monthly assessment as provided for the Owner by Paragraph 4.2 shall be increased accordingly without limitations set forth in Paragraph 4.3. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Lot owned by the Developer.

4.5 Said monthly charges for services described in Paragraphs 4.1(a) and 4.1(b) above, shall be paid to Developer, or its designee each month to insure the services provided herein.

4.6 The monthly charges for services described in Paragraphs 4.1(a) and 4.1(b) above, shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said Lot is vacant or occupied.

4.7 Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of $100.00 per box. If title to a Lot is transferred, a new charge shall be made to the new Owner. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be collectible in the same manner as the maintenance fee and shall constitute a lien against the lot until paid. The mailbox fee may be increased in the same percentages and manner as increases for maintenance fees as set forth in Paragraph 4.3 above.

4.8 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

4.9 Purchasers of Lots, as same are defined herein by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth in this Paragraph 4; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

4.10 Purchasers of Lots further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive owner of said facilities.

4.11 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

5. **ENFORCEMENT:**

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

6. **INVALIDITY CLAUSE:**

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

7. **DURATION:**

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2040 (except as elsewhere herein expressly provided otherwise). After January 1, 2040, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

DATED this 4th day of December, 1990.

Witnesses:

Renee B. Wilson

ORANGE BLOSSOM HILLS, INC.

BY: H. Gary Morse

H. Gary Morse, Vice President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 4th day of December, 1990, by H. Gary Morse, the Vice President of ORANGE BLOSSOM HILLS, INC., a Florida corporation, on behalf of the corporation.

Renee B. Wilson
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 19, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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THIS INSTRUMENT PREPARED BY:
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McLIN & BURNSED
PROFESSIONAL ASSOCIATION
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