

THE DELTONA CORPORATION *
A DELAWARE CORPORATION *
* * * * *
TO WHOM IT MAY CONCERN *
* * * * *

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 Washington 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 LOCATED IN Sunny
Hills Unit Nine (9) AND TO LIMIT THE USE FOR WHICH EACH AND
EVERY OF THE LOTS LOCATED IN Sunny Hills Unit Nine (9) 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 Washington COUNTY, FLORIDA; TO-WIT: Sunny Hills Unit Nine
(9) according to the plat thereof, recorded in Plat Book 2, at pages 103 through
107, inclusive of the Public Records of Washington County, Florida less and
excepting Tracts A, B, C and Lots 1-4 of Block 550, Lots 1-5 of Block 551, Lots
1-6 of Block 558, Lots 1-3 of Block 559, Lots 1-19 of Block 560, Lots 1-8 of Block
561, Lots 1-8 of Block 562 and Lots 1-9 of Block 563

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. USE RESTRICTION

EACH AND EVERY OF THE LOTS, LOCATED IN Sunny Hills Unit Nine (9)
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 A ONE OR TWO CAR GARAGE OR
CARPORT.

11834
Filed for record this 11 day of May 1971 at 9 o'clock A M in [Signature] Record Book 50
page [Signature] and record verified [Signature] clerk
Circuit Court, by [Signature] Deputy Clerk Washington County, Florida

2. (A) SETBACK RESTRICTIONS

ON WATERFRONT LOTS, NO BUILDING SHALL BE ERECTED ON ANY PART THEREOF NEARER TO THE HIGH WATER MARK THAN THIRTY (30) FEET, NOR NEARER TO THE REAR LINE, WHICH IS THE LINE ABUTTING THE STREET, THAN TWENTY-FIVE (25) FEET, NOR NEARER THAN EIGHT (8) FEET TO ANY INTERIOR SIDE LOT LINE. HOWEVER, SCREENED SWIMMING POOL ENCLOSURES MAY BE ERECTED TO WITHIN FIFTEEN (15) FEET OF THE HIGH WATER MARK OR TO THE INDICATED EASEMENT LINE, WHICHEVER IS THE MOST RESTRICTIVE. SUCH SWIMMING POOL ENCLOSURES MAY NOT BE ERECTED UNLESS AND UNTIL THEIR LOCATION, ARCHITECTURAL AND STRUCTURAL DESIGN HAVE BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE OF THE SUBDIVIDER, ITS SUCCESSORS, OR ASSIGNS AS PROVIDED IN PARAGRAPH 9 HEREIN. 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.

(B) ON ALL OTHER LOTS, OTHER THAN WATERFRONT 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 EXCEPT THAT ON CORNER LOTS NO STRUCTURE SHALL BE PERMITTED NEARER THAN TWENTY-FIVE (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 FIFTEEN (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 TWENTY-FIVE (25) FEET TO BOTH STREET LOT LINES; NOR NEARER THAN EIGHT (8) FEET TO ANY INTERIOR SIDE LOT LINE; NOR NEARER THAN TWENTY-FIVE (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.

- (c) WHEN TWO OR MORE LOTS ARE USED AS ONE BUILDING SITE THE SET BACK RESTRICTIONS SET FORTH IN PARAGRAPHS 2A AND 2B ABOVE SHALL APPLY TO THE EXTERIOR PERIMETER OF THE COMBINED SITE.

3. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

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 OR FRONTING LAKE TO EXISTING REAR PROPERTY LINE. ~~NO BUILDING HAVING A GROUND FLOOR AREA OF LESS THAN TWELVE HUNDRED (1200) SQUARE FEET SHALL BE ERECTED ON THE FOLLOWING LOTS (SEE ADDENDUM--); NO BUILDING HAVING A GROUND FLOOR AREA OF LESS THAN ONE THOUSAND (1000) SQUARE FEET SHALL BE ERECTED ON THE FOLLOWING LOTS (SEE ADDENDUM--); NO BUILDING HAVING A GROUND FLOOR AREA OF LESS THAN EIGHT HUNDRED FIFTY (850) SQUARE FEET SHALL BE ERECTED ON THE FOLLOWING LOTS (SEE ADDENDUM--); ON ALL OTHER LOTS; NO BUILDING SHALL BE ERECTED HAVING A GROUND FLOOR AREA OF LESS THAN SIX HUNDRED FIFTY (650) SQUARE FEET. FOR PURPOSES OF COMPUTING THE SQUARE FOOT AREA, THE FOLLOWING CRITERIA SHALL GOVERN:~~

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 ($\frac{2}{3}$) 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 ($\frac{1}{2}$) OF ACTUAL AREA, MEASURED BETWEEN EXTERIOR FACE OF WALLS OR PARTITION SURFACES, OR TO OUTSIDE FACE OF SUPPORTING PARTS OR COLUMNS.

COVERED PORCHES: ONE-HALF ($\frac{1}{2}$) OF ACTUAL FLOOR AREA, USING THE EXTERIOR DIMENSIONS OF THE FLOOR SLAB OR FLOOR JOIST.

ROOFED ENTRANCEWAYS: ONE-FOURTH ($\frac{1}{4}$) 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.

4. NUISANCES, TRASH, ETC.

- (A) 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.
- (B) NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING 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.
- (C) NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE (1) PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, OR ONE (1) SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
- (D) 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.
- (E) 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.
- (F) 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.

- (G) NO TRACTORS, TRUCKS OR TRAILERS MAY BE PARKED OVERNIGHT ON ANY OF THE STREETS, ROADS OR LOTS IN THIS SUBDIVISION.

5. 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. 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. EASEMENTS

ALL EASEMENTS FOR UTILITIES, DRAINAGE CANAL AND OTHER PURPOSES SHOWN ON THE PLAT OF SUNNY HILLS UNIT Nine (9) RECORDED IN PLAT BOOK 2, PAGES 103 THROUGH 107 INCLUSIVE OF THE PUBLIC RECORDS OF WASHINGTON 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. 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. ARCHITECTURAL DESIGN COMMITTEE

NO RESIDENCES, ADDITIONS THERETO, ADD-ONS, ACCESSORIES, POOLS, FENCES, HEDGES OR ANY OTHER SUCH STRUCTURES, SHALL BE ERECTED, PLACED, CONSTRUCTED, ALTERED OR MAINTAINED UPON ANY PORTION OF SAID LOTS, UNLESS A COMPLETE SET OF PLANS AND SPECIFICATIONS THEREFOR, 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 APPOINTED FROM TIME TO TIME BY THE DELTONA CORPORATION OR ITS DULY AUTHORIZED SUBCOMMITTEE 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 WHOM 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 THEREFOR. THE APPROVAL OF SAID PLANS AND SPECIFICATIONS MAY BE WITHHELD, NOT ONLY BECAUSE OF THEIR 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, PROPORTIONS, 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 THINGS 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.

- (A) THE COMMITTEE SHALL BE AUTHORIZED TO ESTABLISH FURTHER REASONABLE RULES AND REGULATIONS FOR APPROVAL OF PLANS AS REQUIRED BY THIS ARTICLE AND FOR APPROVAL OR INTERPRETATION OF OTHER MATTERS AND THINGS REQUIRING THE APPROVAL OR INTERPRETATION OF THE COMMITTEE AS OTHERWISE SET FORTH IN THESE RESTRICTIONS.
- (B) 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.
- (C) 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.
- (D) ANY AGENT OR OFFICER OF THE DESIGN COMMITTEE MAY FROM TIME TO TIME AT ANY REASONABLE HOUR OR HOURS, 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 ANY AGENT THEREOF SHALL NOT THEREBY BE DEEMED GUILTY OF ANY MANNER OF TRESPASS FOR SUCH ENTRY OR INSPECTION.
- (E) 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 WITHIN 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 WASHINGTON COUNTY, FLORIDA, OR LEGAL PROCEEDINGS SHALL HAVE BEEN INSTITUTED TO ENFORCE COMPLIANCE WITH THESE RESTRICTIONS.

- (F) 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.

(G) 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. 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 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 WASHINGTON COUNTY, FLORIDA, SPECIFICALLY REFERRING TO THIS PROVISION OF THESE RESTRICTIONS.

11. 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 THE 30th Day of April 2000 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, THE RESTRICTIONS AFFECTING WATERFRONT LOTS MAY NOT BE CHANGED OR AMENDED WITHOUT THE VOTE OF A MAJORITY OF THE THEN OWNERS OF WATERFRONT LOTS.

12. 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 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.

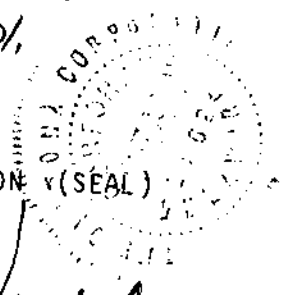
IN ADDITION TO THE FOREGOING, THE SUBDIVIDER, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT WHENEVER THERE SHALL HAVE BEEN BUILT ON ANY LOT OR TRACT ANY STRUCTURE WHICH IS IN VIOLATION OF THESE RESTRICTIONS, TO ENTER UPON THE PROPERTY WHERE SUCH VIOLATION EXISTS AND SUMMARILY ABATE OR REMOVE THE SAME 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.

13.

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 NOWISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE SUBDIVIDER, A DELAWARE 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 MIAMI, DADE COUNTY, FLORIDA, THIS *6th day of May, 1971.*



THE DELTONA CORPORATION (SEAL)

BY *James E. Vensel*
ITS SENIOR VICE PRESIDENT

ATTEST:

[Signature]
ITS SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY THAT ON THIS *6th day of May, 1971.*
ME PERSONALLY APPEARED JAMES E. VENSEL AND JOHN P. MUDD, SENIOR VICE PRESIDENT
AND SECRETARY RESPECTIVELY, OF THE DELTONA CORPORATION, A DELAWARE CORPO-
RATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN
MENTIONED, AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPO-
RATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT MIAMI, IN THE COUNTY
OF DADE AND STATE OF FLORIDA, THE DAY AND YEAR LAST AFORESAID.

Betty Hendron
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 9, 1971
BONDED THROUGH FRED W. DIESTELHORST

THE DELTONA CORPORATION *
A Delaware Corporation *
*
TO WHOM IT MAY CONCERN *

DECLARATION OF RESTRICTIONS

SPECIAL BUSINESS

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 Washington County, Florida,
to-wit: Being lots 1-3 of Block 559, lots 1-19 of 560, lots 1-8 of 561
lots 1-8 of 562 and lots 1-9 of Block 563.
Located in Sunny Hills Unit Nine (9), according to the plat
thereof, recorded in Plat Book 2, at Pages 103 thru 107
inclusive of the Public Records of Washington County, Florida,

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

WHEREAS, it is now desired by the Subdivider to place restrictions
and limitations of record as to the aforementioned lots, located in Sunny
Hills Unit Nine (9), and to limit the use for which the aforementioned
lots, located in Sunny Hills Unit Nine (9) is intended.

NOW, THEREFORE, the Subdivider does hereby declare that the aforementioned
lots, located in the following described property, situate, lying and being in
Washington County, Florida; to-wit: Being lots 1-3 of Block 559 lots 1-19 of
560 lots 1-8 of 561, lots 1-8 of 562 and lots 1-9 of Block 563 .
Located in Sunny Hills Unit Nine (9), according to the plat thereof,
recorded in Plat Book 2 at Pages 103 thru 107 , inclusive of the
Public Records of Washington 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 RESTRICTIONS

Each and every of the above lots located in Sunny Hills Unit Nine (9) shall be known
and described as SPECIAL BUSINESS PROPERTY, and said property or any building
constructed thereon may only be used for the following purposes:

- Advertising; Antique Shops and Secondhand Stores; Aquariums; Art Goods and
Bric-A-Brac Shops; Artist Studios; Automobile Dealers, New and Used ;
- Automobile New Parts and Equipment or Accessory Stores; Automobile Repair Shops;
- Automobile Rentals with or without drivers; Bake Shops employing not more than

3428 Five (5) persons on the premises (Retail Only):

FILED FOR RECORD
in OR book 96 at page
354, at 10 A.M.

NOV 7 1973

M. Miner D. C.
J. L. MINER, Clerk Circuit Court

This Instrument Was Prepared By:
SAUL J. SACK, Attorney
8250 S.W. 3rd Avenue
Miami, Florida 33129

Banks, and establishments performing functions closely related to Banking; Bars; Barber Shops; Beauty Parlors; Bicycle Shops; Billiard Rooms; or Bowling Alleys; Boat Sales; Bookstores and Stationery Stores; Camera and Photographic Supply Stores; Children's and Infants' Wear Stores; Cigar Stores (Retail Only); Confectionery and Ice Cream Stores; Conservatories; Contractors or Building Supply Storage Yards; Curio Stores; Custom Tailors; Drugstores, Proprietary Stores and Sundry Stores; Dry Goods and Apparel; Duplicating, Addressing, Blueprinting, Photocopying, Mailing, and Stenographic Services; Electronic Sales and Service; Electrical Goods; Electrical Supply Stores; Eating and Drinking Places; Employment Agencies; Family Clothing Stores; Farm and Garden Supply Stores; Florists; Florida Shops; Fruit Stores (Retail Only) Funeral Homes; Furniture, home furnishings, and equipment Stores; Furriers and Fur Shops; Fuel and Ice Dealers; Gasoline and Automobile Service Stations, Grocery Stores and related products, with meat sales, except those dealing in live poultry; Hardware Stores; Hardware, plumbing and heating, air-conditioning and refrigeration equipment and supplies; Heating and Plumbing Equipment dealer; Haberdasheries; Household Appliance Stores; Hotels, Motels and Tourist Homes; Indoor Commercial Amusement Services; Indoor Private Recreation; Interior Decorating, Costuming Draperies; Jewelry Stores, Watch Repairs; Laundries, Laundry Service, Dry Cleaning and Dyeing Plants; Laundromats; Leather Goods Stores (Retail Only); Liquor Stores and Lounge; Lumber and other building materials Dealers; Medical Health, and Legal Services and other Professional Services; Men's and Boy's Clothing and furnishing stores; Millinery; Miscellaneous Apparel and Accessory Stores; Miscellaneous Repair Services; Mobile Home Dealers, new and used; Music Stores; News Dealers and Newsstand; Optical Stores; Paint Stores; Photographic Studios, including Commercial Photography; Post Offices; Printing Shops; Private Clubs, lodges, fraternities, sororities, public art galleries, libraries, museums and other public meeting places not operated for a profit; Private Non-Profit Recreation; Radio, television, and music stores; Research, Development, and Testing Laboratories; Restaurant or Dining Rooms where kitchen is screened or located altogether within 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 or adjoining premises; Retail Fertilizer and Garden Supplies; Retail Plumbing Fixture Stores, but not in conjunction with Plumbing Shops; Shoe Stores; Shoe Repair Shops, Shoe Shine Parlors, Hat Cleaning Shops; Souvenir Stores; Sporting Good Stores; Stationery Stores; Tailor Shops; Telephone Exchanges; Telegraph Stations; Theatre and Motion Picture Houses; Tobacco Stores; Tire, Battery and Accessory Dealers; Travel Trailer Sales and Services; Travel Agencies; Utility Company Business Offices; Veterinarian; Women's Accessory and Speciality Stores; Women's Ready to Wear Stores.

The real property hereinabove described, and all portions thereof, is restricted to the sole uses hereinabove 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 Restrictions

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 enroach upon another lot.

3.01 NUISANCE, TRASH, ETC.

No noxious or offensive trade shall be carried on upon any lot or portion of any tract, or 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 or portion of any tract, shall at any time be used as a residence, temporarily or permanently, nor shall any residence be permitted.

3.03 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or portion of any tract. 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 or portion of any tract, with exception to dogs, cats and other household pets, which may be kept, bred or maintained for Commercial purposes.

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 kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. No incinerator or similar device for the disposition of such material shall be allowed on any lot.

3.06 No tractors 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 enforceable so long as the utility system is operated to the satisfaction of the State Board of Health.

5.01

OBSTRUCTIONS OF 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 Sunny Hills Unit Nine (9) recorded in Plat Book 2 at Pages 103 thru 107 inclusive, of the Public Records of Washington 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 Architectural Design Committee

No building, 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 therefor, 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 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 whom 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 therefor. The approval of said plans and specifications may be withheld, not only because of their 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, proportions, 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 of or all other matters or things 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 of plans as required by this Article and for approval of interpretation of other matters and things requiring the 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 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 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 any 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 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, 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 within 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 Washington 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 Washington 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 the 13th Day of August

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 owners of the lots or tracts, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS

11.01 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 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. In addition to the foregoing, the Subdivider, its successors assigns, 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 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 effect 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.

IN WITNESS WHEREOF, the Subdivider, a Delaware 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 Miami, Dade County, Florida, this

THE DELTONA CORPORATION (CORP. SEAL)

By *James E. Vensel*
ITS SENIOR VICE PRESIDENT

ATTEST:

Carol E. Hinkley
ITS ASSISTANT SECRETARY

STATE OF FLORIDA)
 SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this *1st day of November 1973* before me personally appeared JAMES E. VENSEL AND CAROL E. HINKLEY ,Senior Vice-President/ and Assistant Secretary respectively, of THE DELTONA CORPORATION, a Delaware Corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day, month, and year last aforesaid.

Nora O. Mendez
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 1, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

THE DELTONA CORPORAT *
A Delaware Corporation *
TO WHOM IT MAY CONCERN *
* * * * *

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 Washington 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 of the following described lots located in
Sunny Hills Unit Nine and to limit the use for which each and every of said
lots located in Sunny Hills Unit Nine 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 Washington County, Florida: To-Wit:
Being lots 1 thru 4 of Block 550, lots 1 thru 5 of Block 551, and lots 1 thru 6
of Block 558, located in Sunny Hills Unit Nine (9) according to the Plat there-
of, Recorded in Plat Book 2 at Pages 103 thru 107 inclusive of the Public
Records of Washington County, Florida.

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. USE RESTRICTIONS

Each and every of the above lots located in Sunny Hills Unit Nine (9)
shall be known and described as Commercial Property, and said
property on any building constructed thereon may only be used
For the following purposes: Antique Shops; Apartments and
Duplex Buildings; Aquariums; Art goods and Bric-A-Brac Shops;
Artist Studios; Automobile New parts and Equipment or Accessory

3427

FILED FOR RECORD
in OR book 96 at page
345, at 10 11 AM

NOV 7 1973

J. L. Miner D. C.
J. L. MINER, Clerk Circuit Court
Chipley, Washington County, Florida

This Instrument Was Prepared By:
SAUL J. SACK, Attorney
3250 S.W. 3rd Avenue
Miami, Florida 33129

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 and Radio Stores; Newsstand; 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 within 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 and 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 guest renting rooms and in Restaurants.

Containing seats to accommodate not less than one hundred (100) customers. The real property hereinabove described, and all portions thereof, is restricted to the sole uses hereinabove 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. SETBACK RESTRICTIONS

- (A) 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 line on corners than Fifty (50) feet, nor nearer than Twenty (20) feet to the rear lot 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.
- (B) 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 property line.

3. NUISANCES, TRASH, ETC.

- (A) No noxious or offensive trade shall be carried on upon any lot or portion of any tract, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (B) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot or portion of any tract, shall at any time be used as a residence, temporarily or permanently, nor shall any residence be permitted.
- (C) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or portion of any tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot or portion of any tract. 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.
- (D) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or portion of any tract, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (E) 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 kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. No incinerator or similar device for the disposition of such material shall be allowed on any lot.
- (F) No tractors or trailers may be parked overnight on any of the streets, roads or lots in this subdivision.
- (G) A suitable shrubbery screening shall be placed and maintained where said lots abut residential property.

4.

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 THE UTILITY SYSTEM IS OPERATED TO THE SATISFACTION OF THE STATE BOARD OF HEALTH.

5.

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.

6.

EASEMENTS

ALL EASEMENTS FOR UTILITIES, DRAINAGE CANAL AND OTHER PURPOSES SHOWN ON THE PLAT OF Sunny Hills Nine (9) RECORDED IN PLAT BOOK 2 AT PAGES 103 thru 107 INCLUSIVE, OF THE PUBLIC RECORDS OF Washington County FLORIDA, ARE HEREBY 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 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.

7.

DRAINAGE

NO CHANGES IN ELEVATIONS OF THE LAND SHALL BE MADE WHICH WILL INTERFERE WITH THE DRAINAGE OF OR OTHERWISE CAUSE UNDOE HARDSHIP TO ADJOINING PROPERTY.

8.

ARCHITECTURAL APPROVAL

NO BUILDING OR STRUCTURE SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING OR STRUCTURE HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF DESIGN WITH EXISTING STRUCTURES IN THE SUBDIVISION AND AS TO STRUCTURAL ENGINEERING AND DESIGN AND AS TO THE LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE APPOINTED BY THE SUBDIVIDER, ITS SUCCESSORS AND ASSIGNS; PROVIDED, HOWEVER, IN THE EVENT SUCH A COMMITTEE IS NOT IN EXISTENCE OR FAILS TO TAKE OFFICIAL ACTION WITH RESPECT TO APPROVAL OR DISAPPROVAL OF ANY SUCH DESIGN OR DESIGNS, OR LOCATION WITHIN THIRTY (30) DAYS, 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, THE FLOOR AREAS AND SETBACK REQUIREMENTS OF THE BUILDING SHALL CONFORM WITH THE REQUIREMENTS CONTAINED IN THESE RESTRICTIONS.

9.

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 WashingtonCounty, Florida, SPECIFICALLY REFERRING TO THIS PROVISION OF THESE RESTRICTIONS.

11.01 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 the 14th Day of August 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 owners of the lots or tracts, it is agreed to change said covenants in whole or in part

12.01 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, its successors and assigns, and the tract 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 them.

In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on said tract (s) any structure which is in violation of these restriction 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.

13.01 Severability

Invalidation or removal of any of these covenants by judgment, decree, Court Order, 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.

ADDITIONAL RESTRICTION

The subdivider may at any time in its discretion, which shall not be exercised unreasonable , 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.

IN WITNESS WHEREOF, the Subdivider, a Delaware 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 Miami, Dade County, Florida, this

THE DELTONA CORPORATION (CORP. SEAL)

By *James E. Vensel*
ITS SENIOR VICE PRESIDENT

ATTEST:

Carol E. Hinkley
ITS ASSISTANT SECRETARY

STATE OF FLORIDA)
 SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this *1st day of November 1973* before me personally appeared JAMES E. VENSEL AND CAROL E. HINKLEY Senior Vice-President/ and Assistant Secretary respectively, of the DELTONA CORPORATION, a Delaware Corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day, month, and year last aforesaid.

Nora O. Mendes
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 1, 1974
BONDED THRU GENERAL INSURANCE UNDERWRITER