

THE DELTONA CORPORATION \*  
A DELAWARE CORPORATION \*  
TO WHOM IT MAY CONCERN \*  
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This Instrument Was Prepared By:  
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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 TWO (2) AND TO LIMIT THE USE FOR WHICH EACH AND  
EVERY OF THE LOTS LOCATED IN SUNNY HILLS UNIT TWO (2) 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 TWO (2) ACCORDING TO THE PLAT THEREOF, RECORDED  
IN PLAT BOOK 2 PAGES 28 THROUGH 37, INCLUSIVE, OF THE PUBLIC  
RECORDS OF WASHINGTON COUNTY, FLORIDA, LESS AND EXCEPTING TRACTS  
A, B, C, D, E, F, G, H, I, J, K, L, AND M

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 TWO (2)  
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.

Filed for record this 5<sup>th</sup> day of April 1971 at 10 o'clock A.M. in OFF Record Book 44  
page \_\_\_\_\_ and record verified G. L. Minter clerk  
Circuit Court, by Margaret Minter 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 A). 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 TWO (2) RECORDED IN PLAT BOOK 2, PAGES 28 THROUGH 37 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 2100 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.

ADDENDUM "A"

THE FOLLOWING LOTS SHALL REQUIRE A MINIMUM GROUND FLOOR AREA OF 850 SQUARE FEET:

<u>BLOCK</u>	<u>LOT</u>
210	1 & 46-53
218	20-32
219	1-12
220	15-29
221	1
227	12-23
228	13-24
229	5-9
230	1-12
231	34
232	1-8
233	39-47
245	1-12
246	18 & 19
248	5-9
249	1
250	21
251	7-12 & 48-56
252	1-10
254	1
256	1-8
257	9-17
258	26-34
261	9-11
262	26
263	12-21 & 25-28 & 33-46
264	5-8
265	15-22
299	28-31



THE DELTONA CORPORATION \*  
A Delaware Corporation \*  
TO WHOM IT MAY CONCERN \*  
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DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, hereinafter referred to as the Subdivider is the owner of the following described property, situate, lying and being in Washington County, Florida, to-wit:

All of Tracts "G", "H", "J", "K" and "L" of SUNNY HILLS UNIT TWO, according to the plat thereof as recorded in Plat Book 2, Pages 28 through 37 inclusive of the Public Records of Washington County, Florida,

LESS AND EXCEPT THE FOLLOWING:

Commence at the Southeast corner of Section 30, Township 2 North, Range 13 West, the same being a point on the Northerly boundary of aforementioned Tract "L"; run thence S 89°18'12"W, along the Southline of said Section 30 and the Northerly boundary line of Tract "L", for a distance of 794.36 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; run thence N 12°20'32"W for a distance of 300.08 feet; run thence S 77°39'28"W for a distance of 200.00 feet to the Northwesterly corner of said Tract "L"; run thence S 12°20'32"E, along the Westerly boundary line of said Tract "L", for a distance of 335.45 feet to a point on the Southerly boundary line of said Tract "L"; run thence N 89°18'12"E, along said Southerly boundary line, for a distance of 204.21 feet; thence run N 12°20'32"W for a distance of 76.59 feet to the POINT OF BEGINNING.

Containing 15.76 acres more or less.

and,

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

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record on the above described property and to limit the purposes for which the property shall be used.

NOW, THEREFORE, the Subdivider does hereby declare that:

(1) the above described property is restricted as hereinafter set forth; (2) all restrictions and limitations set forth hereinafter shall be accepted as part of the consideration for any agreement for deed or any deed of conveyance hereafter made pertaining to the above described property and shall be one of the express conditions thereof; and (3) the restrictions and limitations set forth hereinafter shall be covenants that run with the land.

1. Use Restrictions

The above described property shall be known and described as Utility Facility property and the property may be used as sites for electric and telephone distribution facilities and for no other purpose whatsoever.

2. General Restrictions

(a) No noxious or offensive trade shall be carried on upon any portion of the above described property nor shall anything be done thereon which may be or become an annoyance or nuisance to the general neighborhood.

(b) No mobile home, camping trailer, trailer, basement, tent, shack, garage, barn or other out-building erected on the above described property shall at any time be used as a residence, temporarily or permanently nor shall any residence be permitted upon the above described property.

(c) No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the above described property; no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon the property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the property.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the above described property, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

(e) The above described property shall not be used or maintained as a dumping ground; and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers maintained at all times in a clean and sanitary condition. No incinerator or similar device for disposing of rubbish, trash, garbage or other waste shall be permitted on the above described property.

any property owner by enforcement of the restrictions or limitations contained herein; and (b) the proposed amendment would not materially injure or diminish the rights of any other property owners who shall also be subject to this Declaration of Restrictions or to other Declarations of Restrictions affecting other lots or tracts shown on plats of Sunny Hills Subdivision whether recorded now or in the future. Furthermore, the Subdivider may include in any Declaration of Restrictions, contract, agreement for deed or deed hereafter made, covering other property within the Subdivision, any additional conditions, restrictions and covenants.

7. Architectural Approval

No building or sign shall be erected nor shall alterations or additions be made to existing buildings or signs located on the above described property until the design and location thereof shall have been approved in writing by a committee appointed by the Subdivider, its successors or assigns; however, if such a committee is not in existence or fails to take official action in approving or disapproving of any designs or location within thirty (30) days after submission for approval, then such approval shall not be required, but the design or location must nevertheless conform to and be in harmony with existing structures on the lots or tracts within the Sunny Hills Subdivision; and all setbacks shall conform to the requirements contained herein.

8. Definition Of Successors And Assigns

As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to individual purchasers of property within the Sunny Hills Subdivision, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider and 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.

9. 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 owning or using the above described property until Dec. 1, 2005, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the above described property, it is agreed to change these covenants and restrictions in whole or in part.

10. 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 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 the above described property 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.

11. Severability

Invalidation or removal of any of these covenants or restrictions by judgment, decree, court order or amendment



by the Subdivider, its successors or assigns, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Subdivider 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 15<sup>th</sup> day of December, 1975.

12028  
FILED FOR RECORD  
in OR book 116 at page  
765, at 9:28 A.M.

DEC 18 1975

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

THE DELTONA CORPORATION

By James E. Vensel  
James E. Vensel  
Senior Vice President

ATTEST:

Michelle R. Garbis  
Michelle R. Garbis  
Secretary

STATE OF FLORIDA:

COUNTY OF DADE :

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 1975, before me personally appeared JAMES E. VENSEL and MICHELLE R. GARBIS, Senior Vice President and Corporate 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 and year last aforesaid.

Palma J. Amelis  
Notary Public, State of  
Florida at Large

My Commission Expires:

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

CORRECTIVE  
DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the sole owner of the following described property, situate, lying and being in Washington County, Florida; and

WHEREAS, the following described property is subject to that Declaration of Restrictions recorded in Official Records Book 50, Pages 310 through 315 of the Public Records of Washington County, Florida; and

WHEREAS, the above referenced Declaration of Restrictions contains certain errors and omissions which the Subdivider deems it necessary to correct; and

WHEREAS, as stated above, Subdivider remains the sole owner of the following described property and as such is the only party subject to the above referenced Declaration of Restrictions; and

WHEREAS, Subdivider now desires to place an amended or corrective Declaration of Restrictions as to the property hereafter set forth located in Sunny Hills Unit 2 and to limit the use for which the property is intended; and

WHEREAS, Subdivider declares that this corrective Declaration of Restrictions shall supercede the Declaration of Restrictions referred to above with respect to the property hereafter described and, therefore, the following described property, situate, lying, and being in Washington County, Florida; to-wit:

That certain parcel of land lying in and being a part of Tract "L" of SUNNY HILLS UNIT TWO, according to the plat thereof as recorded in Plat Book 2, Pages 28 through 37 inclusive of the Public Records of Washington County, Florida,

Being more particularly described as follows:

Commence at the Southeast corner of Section 30, Township 2 North, Range 13 West, the same being a point on the Northerly boundary of aforementioned Tract "L"; run thence S 89°18'12"W, along the South line of said Section 30 and the Northerly boundary line of Tract "L", for a distance of 794.36 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; run thence N 12°20'32"W for a distance of 300.08 feet; run thence S 77°39'28"W for a distance of 200.00 feet to the Northwesterly corner of said Tract "L"; run thence S 12°20'32"E, along the Westerly boundary line of said Tract "L", for a distance of 335.45 feet to a point on the Southerly boundary line of said Tract "L"; run thence N 89°18'12"E, along said Southerly boundary line, for a distance of 204.21 feet; thence run N 12°20'32"W for a distance of 76.59 feet to the POINT OF BEGINNING.

Containing 1.64 acres more or less.

is hereby restricted as follows, and not in accordance with the previous recorded Declaration of Restrictions referred to above; and all of these restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease 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. Use Restrictions

The above described property shall be known and described as Utility Facility property and the property may be used as sites for electric and telephone distribution facilities and for no other purpose whatsoever.

2. Setbacks

No building or other structure shall be erected on the above described property nearer than fifty (50) feet from any residential lot line; nearer than twenty-five (25) feet from any commercial lot line; nor nearer than twenty-five (25) feet from any school-site lot line. For the purpose of this restriction, eaves and steps shall not be considered part of a building or structure; however, this shall not be construed to permit any portion of eaves or steps to extend over any property line.

3. General Restrictions

(a) No noxious or offensive trade shall be carried on upon any portion of the above described property nor shall anything be done thereon which may be or become an annoyance or nuisance to the general neighborhood.

(b) No mobile home, camping trailer, trailer, basement, tent, shack, garage, barn or other out-building erected on the above described property shall at any time be used as a residence, temporarily or permanently nor shall any residence be permitted upon the above described property.

(c) No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the above described property; no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon the property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the property.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the above described property, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

(e) The above described property shall not be used or maintained as a dumping ground; and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers maintained at all times in a clean and sanitary condition. No incinerator or similar device for disposing of rubbish, trash, garbage or other waste shall be permitted on the above described property.

(f) No tractors or trailers or other heavy equipment shall be parked overnight on any of the streets, roads, tracts or lots on the above described property.

4. Well Water

No individual well shall be permitted on the above described property, unless limited for use for fire fighting purposes, irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall remain enforceable so long as a central water utility system is available and is operated to the satisfaction of the State Division of Health.

5. Drainage

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

6. Amendments To Restrictions

The Subdivider may, in accordance with the conditions hereinafter set forth, amend any of the restrictions or limitations contained herein by filing an amended Declaration of Restrictions. Amendments may be made when, in the opinion of the Subdivider, the following two conditions are present: (a) great harm, injustice or other damage would result to any property owner by enforcement of the restrictions or limitations contained herein; and (b) the proposed amendment would not materially injure or diminish the rights of any other property owners who shall also be subject to this Declaration of Restrictions or to other Declarations of Restrictions affecting other lots or tracts shown on plats of Sunny Hills Subdivision whether recorded now or in the future. Furthermore, the Subdivider may include in any Declaration of Restrictions, contract, agreement for deed or deed hereafter made, covering other property within the Subdivision, any additional conditions, restrictions and covenants.

7. Architectural Approval

No building or sign shall be erected nor shall alterations or additions be made to existing buildings or signs located on the above described property until the design and location thereof shall have been approved in writing by a committee appointed by the Subdivider, its successors or assigns; however, if such a committee is not in existence or fails to take official action in approving or disapproving of any designs or location within thirty (30) days after submission for approval, then such approval shall not be required, but the design or location must nevertheless conform to and be in harmony with existing structures on the lots or tracts within the Sunny Hills Subdivision; and all setbacks shall conform to the requirements contained herein.

8. Definition Of Successors And Assigns

As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to individual purchasers of property within the Sunny Hills Subdivision, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider and 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.

9. 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 owning or using the above described property until Dec. 1, 2005, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the above described property, it is agreed to change these covenants and restrictions in whole or in part.

10. 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 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 the above described property 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.

11. Severability

Invalidation or removal of any of these covenants or restrictions by judgment, decree, court order or amendment by the Subdivider, its successors or assigns, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Subdivider 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 15<sup>th</sup> day of December, 1975.

12029  
FILED FOR RECORD  
in DR book 116 at page  
771, at 9:30 A.M.

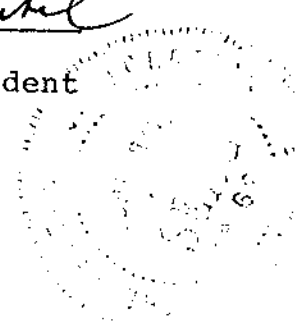
THE DELTONA CORPORATION

DEC 18 1975  
M. Miner D. C.  
J. L. MINER, Clerk Circuit Court  
Chiefton County, Florida

By James E. Vensel  
James E. Vensel  
Senior Vice President

ATTEST:

Michelle R. Garbis  
Michelle R. Garbis  
Secretary



STATE OF FLORIDA:

COUNTY OF DADE :

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 1975, before me personally appeared JAMES E. VENSEL and MICHELLE R. GARBIS, Senior Vice President and Corporate 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 and year last aforesaid.

OFF. REC. 116 PAGE 771

Palma J. Amelia  
Notary Public, State of Florida  
PUBLIC

This Instrument Was Prepared By:  
JOHN P. MUDD, Attorney  
3250 S. W. 3rd Avenue, Miami, Florida

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 FOLLOW-  
ING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN Washington County,  
FLORIDA; TO WIT:

Tract "L"

Sunny Hills Unit Two (2) according to the plat thereof, recorded in Plat  
Book 2, Pages 28 thru 37, inclusive of the Public Records of Washington  
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 RESTRICTION  
AND LIMITATIONS OF RECORD AS TO THE AFOREMENTIONED TRACT, "L"  
LOCATED IN Sunny Hills Unit 2 , AND TO LIMIT THE USE FOR WHICH THE  
AFOREMENTIONED TRACT, "L" LOCATED IN Sunny  
Hills Unit 2 IS INTENDED.

NOW, THEREFORE, THE SUBDIVIDER DOES HEREBY DECLARE THAT THE AFORE-  
MENTIONED TRACT, "L" LOCATED IN  
THE FOLLOWING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN Washington  
COUNTY, FLORIDA; TO-WIT: Tract "L" Sunny Hills Unit Two (2) according  
to the plat thereof, recorded in Plat Book 2, Pages 28 thru 37, inclusive of  
the Public Records of Washington County, Florida.

ARE HEREBY RESTRICTED AS FOLLOWS, AND ALL OF WHICH RESTRICTIONS AND LIMIT-  
ATIONS ARE INTENDED TO BE AND SHALL BE TAKEN AS A CONSIDERATION FOR ANY  
AGREEMENT FOR DEED OR ANY DEED OF CONVEYANCE HEREAFTER MADE, AND ONE OF THE  
EXPRESS CONDITIONS THEREOF, AND THAT SAID RESTRICTIONS AND LIMITATIONS ARE  
INTENDED TO BE, AND SHALL BE TAKEN AS COVENANTS TO RUN WITH THE LAND, AND  
SHALL BE AS FOLLOWS; TO-WIT:

# 11833

Filed for record this 11 day of May 1971 at 9 o'clock A.M. in ORL Record Book 50

and record verified by J. L. Mene clerk

Circuit Court, by Margalo Loney Deputy Clerk Washington County, Florida



1. USE RESTRICTION

The aforementioned tract, located in Sunny Hills Unit Two (2) shall be known and described as Utility Facility property, and said property or any buildings constructed thereon, may only be used for the following: Electric and telephone distribution facilities.

2. No building shall be erected nearer than Fifty (50) Feet to any residential lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building.

3. NUISANCES, TRASH, ETC.

(A) No noxious or offensive trade shall be carried on or upon said tract, nor shall anything be done thereon which may be or become an avoidable annoyance or nuisance to the neighborhood.

(B) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said 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 said tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in said tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon said tract.

(D) No animals, livestock or poultry of any kind shall be raised, bred or kept on said 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) SAID TRACT SHALL NOT 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.
- (F) NO TRACTOR TRAILERS MAY BE PARKED OVERNIGHT ON ANY OF THE STREETS, ROADS, LOTS OR ON SAID TRACT IN THIS SUBDIVISION.
- (G) A SUITABLE SHRUBBERY SCREENING SHALL BE PLACED AND MAINTAINED WHERE SAID TRACT ABUTS RESIDENTIAL PROPERTY.

5. WELL WATER

NO INDIVIDUAL WELL WILL BE PERMITTED ON SAID TRACT 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.

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 WHERE A PARKING LOT ENTRANCE ROAD ENTERS THE SUBDIVISION STREET WITHIN SEVENTY (70) FEET FROM THE INTERSECTION OF THE STREET CENTER LINE AND THE CENTER LINE OF THE ENTRANCE ROAD. 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

An easement for utilities, storm drainage, pedestrian walkway and any other public or quasi-public purposes is hereby reserved as a perpetual easement for maintenance and installation. Any wall, fence, paving, planting or any other improvement located without Design Committee approval within said tract 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 OR OWNERS OF SAID 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. ADDITIONAL COVENANTS

THE SUBDIVIDER MAY INCLUDE IN ANY DECLARATION OF RESTRICTIONS, CONTRACT, AGREEMENT FOR DEED OR DEED HEREAFTER MADE, COVERING OTHER PROPERTY, ANY ADDITIONAL CONDITIONS, RESTRICTIONS AND COVENANTS.

10. ARCHITECTURAL APPROVAL

NO BUILDING OR SIGN SHALL BE ERECTED NOR SHALL ALTERATIONS OR ADDITIONS BE MADE TO EXISTING BUILDINGS OR SIGNS ON SAID TRACT (S) UNTIL THE DESIGN AND LOCATION THEREOF SHALL HAVE BEEN APPROVED IN WRITING, BY A COMMITTEE APPOINTED BY THE SUBDIVIDER, ITS SUCCESSORS OR ASSIGNS PROVIDED, HOWEVER, IN THE EVENT SUCH 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. IN ANY EVENT, EITHER WITH OR WITHOUT THE APPROVAL OF THE COMMITTEE, THE SETBACK REQUIREMENTS OF THE BUILDING SHALL CONFORM WITH THE REQUIREMENTS CONTAINED IN THESE RESTRICTIONS.

11. 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 TRACT 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 AN 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.

12. 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.

13. 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 OF 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 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. 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 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, DADÉ COUNTY, FLORIDA, THIS *5<sup>th</sup> 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 *5<sup>th</sup> 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 Hendren*  
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

This Instrument Was Prepared By:  
JOHN P. MUDD, Attorney  
3250 S. W. 3rd Avenue, Miami, Florida