

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

AMENDMENT TO
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; to-wit:

Being Sunny Hills Unit Seventeen (17), according to the Plat thereof, recorded in Plat Book 3 at pages 59 thru 63 inclusive, of the Public Records of Washington County, Florida.

and,

WHEREAS, The property above described has been subject to restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider, being sole owner of said property at this time, to amend and/or revise restrictions and limitations of record as described in Declaration of Restrictions of the Official Records of County, Florida, in Book 68, Pgs. 128 thru 138, inclusive and to revise the use for which a limited portion located in SUNNY HILLS UNIT SEVENTEEN (17) is intended.

NOW, THEREFORE, The Subdivider does hereby declare that the following described property, situate, lying and being in Washington County, Florida; to-wit:

SUNNY HILLS UNIT SEVENTEEN (17), as described above.

Does hereby acquire the intended amendments set forth and desired by the Subdivider and are to be accepted as revisions of the aforesaid and described property. Said amendments and/or revisions shall be specified as follows:

Section Six (6) of Addendum "A" shall be amended to read as follows: The maximum number of living units that shall be built on the following lots shall be thirty (30).

<u>Block</u>	<u>Lots</u>	<u>Block</u>	<u>Lots</u>
1182	2,8-10,12,15,16	1186	10
1183	3	1189	14
1184	1	1190	2,3,5,6
1185	2-3	1191	1

IN ADDITION, The Subdivider hereby declares all other provisions made in the Declaration of Restrictions of SUNNY HILLS UNIT 17 as recorded in the Official Records of Washington County, Florida in official record Book 68 at Pgs. 128 thru 138, inclusive, shall remain in full force and effect.

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

1. Use Restriction

Each and every of the above lots, located in SUNNY HILLS UNIT SEVENTEEN (17) shall be known and described as Multi-Family Residential Lots, and no structure shall be constructed or erected on any of said multi-family residential lots other than the maximum of units listed in Addendum "A" for each said multi-family residential lot.

2. Setback Restrictions

(A) 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 seven and one-half (7.5) feet or ten (10) percent of the width of the lot at the rear line, whichever is greater 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 11 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, nor nearer than seven and one-half (7.5) feet, or ten (10) percent of the width of the lot at the front line, whichever is greater, to any interior side lot line, nor nearer than twenty-five (25) feet to the rear lot lines of said lots, except that on corner lots no structure

shall be omitted nearer than twenty-five (25) feet to the front lot line of said corner lot, nor nearer than twenty-five (25) feet to the rear lot line, nor nearer than fifteen (15) feet to the side street line. However, screened swimming pool enclosures may be erected to within fifteen (15) feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the architectural 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 setback restrictions set forth in Paragraphs 2A and 2B above shall apply to the exterior perimeter of the combined site.

3. Multi-Family Residential Sites and Building Size Restrictions

- (A) 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 any lot. Multi-family buildings shall have a minimum floor area in each living unit of six hundred fifty (650) square feet exclusive of attached porches, carports, terraces, patios and attached garages.

(B) Off Street Parking

On site paved parking, one space shall be provided for each unit on lots designated in Addendum "A" as duplex (2 living unit) lots. On all other lots one and one-fourth (1¼) on site parking spaces shall be provided for each living unit. Each such space shall be 10 feet by 20 feet minimum size.

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 outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (C) No sign of any kind shall be displayed to the public view on any lot, until its design and location have been approved in writing by the architectural committee as provided in Paragraph 11 hereof.
- (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. Obstruction to Sight Lines

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Easements

All easements for utilities, drainage canal and other purposes shown on the plat of SUNNY HILLS UNIT SEVENTEEN (17) recorded in Plat Book 3, at Pages 59 thru 63, 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. Use of Lakes

All of the waters of the lakes shown on said property are dedicated to the joint use of the owners of lots abutting said lakes, and said owners shall have the right to full

access, use and enjoyment of said lakes for all lawful purposes.

10. Additional Covenants Pertaining to Waterfront Lots

No boat landing, dock, pier, piling or other waterfront structures shall be constructed nor may any boat slip, canal or other waterway be dug or excavated into any waterfront lot unless and until plans and specifications thereof shall have been approved in writing by the architectural committee of the subdivider, its successors or assigns. No lot or parcel shall be increased in size by filling in the waters on which it abuts. No sea wall shall be erected or constructed unless and until it shall have been approved in writing in all respects including, but not limited to its location, design, materials, structure, and strength as provided in Paragraph 11 by the architectural committee of the subdivider, its successors or assigns.

11. 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.

12. 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, Florida, specifically referring to this provision of these restrictions.

13. 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 10TH day of JANUARY, 2002, 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.

14. 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.

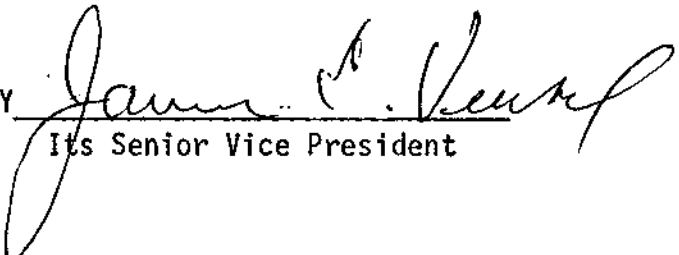
In addition to the foregoing, the subdivider, its successors or assigns, shall have the right whenever there shall have been built on any lot or tract any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same 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.

15. Severability

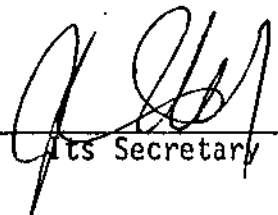
Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance or amendment by the subdivider, its successors or assigns, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

THE DELTONA CORPORATION (SEAL)

BY 
Its Senior Vice President

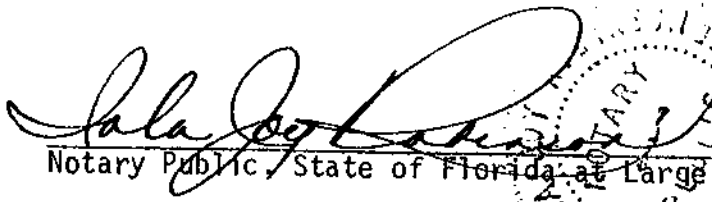

ATTEST:


Its Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this
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.


Notary Public, State of Florida, at Large


My commission expires:

**NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY, 5, 1974
BONDED THRU FRED W. DIESTELHORST**

SUNNY HILLS

UNIT 17

ADDENDUM "A"

SECTION 1

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE FOUR (4).

ON ALL SITES HAVING MORE THAN TWO (2) LIVING UNITS, THERE SHALL BE CONSTRUCTED ON THE LOT, ONE AND ONE-FOURTH (1¼) PAVED PARKING SPACES FOR EACH LIVING UNIT.

BLOCK	LOTS
1179	1-2
1181	1-4

SECTION 2

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE EIGHT (8):

BLOCK	LOTS	BLOCK	LOTS
1179	3	1187	6-15
1180	1-15	1188	1-7
1182	4-7	1189	1-13
1184	2-5		

SECTION 3

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE TWELVE (12):

BLOCK	LOTS
1182	3 & 18
1184	6
1188	8

SECTION 4

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE SIXTEEN (16):

BLOCK	LOTS
1182	20, 22, 23
1186	1
1192	1

SECTION 5

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE TWENTY (20):

BLOCK	LOTS	BLOCK	LOTS
1182	1, 13-14, 17, <u>19 & 21</u>	1186	2-3, 5-9
1183	3	1187	1-5
1185	1, 4-5	1190	7-8

SECTION 6

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE THIRTY (30):

BLOCK	LOTS	BLOCK	LOTS
1182	2, 8-10 12, 15-16	1186	10
1183	2	1189	14
1184	1	1190	3, 5-6
1185	2-3	1191	1

SECTION 7

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE FORTY (40):

BLOCK	LOTS
1182	11
1186	4
1190	4

SECTION 8

THE MAXIMUM NUMBER OF LIVING UNITS THAT SHALL BE BUILT ON THE FOLLOWING LOTS SHALL BE FIFTY (50):

BLOCK	LOTS
1183	1
1190	1