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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that whereas
Austin A. Caruso, John J. Walsh and W. R. Anderson, as
Trustees are the owners of the following described prop-
erty, to-wit:

Lot 1, Block A, Lot 1, Block B, Lots 1 and 2, Block C,
Lots 1 and 2, Block D, Lots 1 - 10 inclusive, Block E,
Lots 1 - 13 inclusive, Block F, Lots 1 - 8 inclusive,
Block G, and Lots 1 - 9 inclusive, Block H, all in
Southern Oaks Subdivision, Unit #1, according to the
plat thereof, recorded in Plat Book 2, Page 77, Public
Records of Orange County, Florida.

WHEREAS, the said AUSTIN A CARUSO, JOHN J. WALSH
and W. R. ANDERSON, as Trustees, desire said property above
described to be subject to certain restrictions for the mutual
benefit and protection of the property and the persons pre-
sently owning the same and who may hereafter purchase or acquire
any interest in said property or any portion thereof:

NOW, THEREFORE, in consideration of the premises,
AUSTIN A. CARUSO, JOHN J. WALSH and W. R. ANDERSON, as Trustees,
the owners of all the property hereinabove described, do hereby
declare said property to be subject to the following restric-
tions, reservations and conditions binding upon themselves and
upon each and every person and corporation who or which will
hereafter become the owner of any of said property, their heirs,
successors and assigns, to-wit:

1. All lots shall be known and described as residential
lots. No structure shall be erected, altered, placed or per-
mitted to remain on a residential building lot other than one
detached, single family dwelling with usual appurtenances, a
private garage, maid's room and tool room, or laundry attached
on ground floor.

This instrument was prepared by
W. F. Simonet, Attorney at Law
55 E. Washington St.
Orlando, Florida

2. All restrictions and requirements applying to the property by virtue of the present zoning shall remain unchanged. No temporary buildings, trailers or storage shall be allowed on any lot.

3. All lots shall be maintained in the condition in which purchased. All grass shall be kept mowed so that the heights thereof shall not exceed six inches. Any citrus trees located on the property at the present time shall be fertilized at least twice each year unless and until residences are constructed on the property.

4. Set backs of buildings from the street shall vary five (5) feet on alternate lots. Construction on lots with odd numbers in each block will be set back 30' feet from the front lot line; construction on lots with even numbers in each block will be set back 35' feet from the front lot line.

5. All garages shall be enclosed and no open carports shall be constructed. All homes shall face the street on which they are located. Homes built on corner lots may face either street or the corner.

6. No large concrete blocks (8" x 16") shall be exposed in construction of that portion of the residence facing a street.

7. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may become a nuisance or annoyance to the neighborhood.

8. Upon completion of the dwelling, the lawn must be sodded or immediately planted to lawn to the edge of the curb and the premises must be landscaped. No garbage receptacle shall be visible from the street.

9. No fences shall be erected forward of the front set back lot line of the house. No parking shall be allowed on the street between 2:00 a.m. and 6:00 a.m.

10. No trees larger than six (6) inches in diameter shall be removed from any lot without the approval of the developer unless such trees are within the floor plan of a residence to be constructed on the property. The developer shall have the first option to remove any trees on any lot from which trees are to be removed. With respect to any lots backing onto Fern Creek Avenue, Pershing Avenue or Summerlin Avenue, the owner must immediately after construction of the residence install a freeze resistant bush hedge along the back lot line. No fences shall be allowed along said back lot line except those erected by the developer provided, however, a fence may be erected inside the hedge. Any fence to be erected on any lot shall be approved by the architectural design committee or the Homeowner's Association as hereinafter described.

11. No bill-boards, outdoor advertising, displays or other signs of any kind shall be permitted on any lot after the initial sale by the developer, provided, however, that "For Sale" signs no larger than 24" inches by 24" inches shall be allowed, provided such "For Sale" signs shall be limited to one such sign per lot and shall be located at least 25 feet from the front property line. No building shall be erected nearer than thirty-five (35) feet from the front lot line (or 30 feet in the case of alternate homes as hereinbefore provided). No structure shall be erected nearer than seven and one-half (7½) feet from any side lot line. No building shall be erected on

any lot until the design and location thereof have been approved in writing by an Architectural Design Committee appointed by the subdividers, provided, however, that the subdividers may at their option delegate this responsibility to a Homeowner's Association elected by a majority of the owners of lots in the subdivision. However, in the event that an Architectural Design Committee or Homeowner's Association is not in existence or fails to approve or disapprove such design or location within fifteen (15) days from submission to them, such approval shall not be required provided the design and location of the lot conforms to and is in harmony with existing structures in the tract.

12. A Homeowner's Association consisting of all lot owners in the subdivision shall be responsible for watering of entrance and parkways and enforcing restrictions. All owners of lots in the subdivision shall be required to become members of such Homeowner's Association and the necessary dues for realizing the responsibilities of said Association shall be determined by vote of the owners of lots in the subdivision.

13. No building shall be erected or placed on any building plot other than as originally plotted, unless said building plot has a width at the building set back line of at least eighty - five (85) feet.

14. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for twenty-one (21) years from the date thereof. If the parties hereto or any of them or their heirs or assigns shall attempt to violate any of the covenants or restrictions herein within the twenty-one year period as aforesaid, it shall

be lawful for any of the person or persons owning other lots or lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from so doing or to recover damages for such violations.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this 26th day of August, 1968.

Signed, Sealed and Delivered in the Presence of :

W.K. Daniel

Wendie Nicholson
As to Austin A. Caruso

W.K. Daniel

Wendie Nicholson
As to John J. Walsh

Russell Anderson

Karin Waller
As to W. R. Anderson

Austin A. Caruso
Austin A. Caruso, as Trustee

John J. Walsh
John J. Walsh, as Trustee

W. R. Anderson
W. R. Anderson, as Trustee

STATE OF *Florida*
COUNTY OF *Orange*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared AUSTIN A. CARUSO, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *26th* day of August, A.D. 1968

STATE OF *Florida*
COUNTY OF *Orange*

Robert J. ...
Notary Public, State of Florida at Large
My Commission Expires Nov. 27, 1968
Bonded By American Fire & Casualty Co.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOHN J. WALSH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *26th* day of August, A.D. 1968

STATE OF *Florida*
COUNTY OF *Orange*

Robert J. ...
Notary Public, State of Florida at Large
My Commission Expires Nov. 27, 1968
Bonded By American Fire & Casualty Co.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. R. ANDERSON, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *23rd* day of August, A.D. 1968

William L. ...
Notary Public State of Florida at Large
My Commission expires Dec. 19, 1968

RECORDED & RECORD VERIFIED

Arthur W. ... Clerk of
Circuit Court, Orange Co., Fla.