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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 property, to wit:

Lots 1 - 8 inclusive, Block "A", Lots 1 - 6 inclusive, Block "B", Lots 1 - 4 inclusive, Block "C", and Lots 1 - 4 inclusive, Block "D", all in SOUTHERN OAKS SUBDIVISION, UNIT III, according to the plat thereof recorded in Plat Book 3, Page 70, 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 presently 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 restrictions, 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 permitted 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.
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 a suitable manner as designated by the Architectural Designs Committee. All grass shall be kept mowed so that the heights thereof shall not exceed six (6) 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

This instrument prepared by:

Charles E. Meiner, Attorney-at-Law  
26 E. Wall Street, Orlando, Florida 32801

SOUTHERN OAKS  
Attn. A.A. Caruso, Jr.  
P.O. Box 8367  
Orlando, Florida 32806

constructed on the property. If construction is not commenced on wooded lots within six (6) months from the date of closing, then said lots will be cleared of brush and any dead wood or junk.

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 thirty (30) feet from the front lot line; construction on lots with even numbers in each block will be set back thirty-five (35) feet from the front lot line. No exceptions will be made except by designation in writing from the Architectural Designs Committee. All construction shall conform to the City of Orlando Building Regulations.

5. All garages shall be two (2) car and there will be no open carports. All homes shall face the street on which they are located. Homes built on corner lots will face the street bordering the narrow side of the lot. Homes may face the corner of the lot but must comply with the City of Orlando Regulations dealing with set backs of houses from lot lines. Owners of corner lots wishing to build facing the street bordering the wide side of the lot must obtain permission of the Architectural Designs Committee and must comply with the City of Orlando Planning and Zoning Department Rules and Regulations with respect to reversal of frontage.

6. No large concrete block (8" x 16") shall be exposed in construction of that portion of the residence facing a street. Homes that are built on a corner lot and face only one street will have the same restriction on that side of the house facing the opposite street. Homes that are built on a corner lot and face the corner will have the same restriction on each side of the house as well as the front.

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 yard must be immediately planted to lawn or sodded, 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. Sidewalks shall be so designed as to avoid the destruction of trees where possible and shall not be required to be straight, provided, however, that the sidewalks shall be so designed as to take account of sidewalks on adjacent property so that the same will connect forming continuous sidewalks. All sidewalks designed must be approved by the Architectural Designs Committee.

11. 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 all lots backing or siding on Ferncreek Avenue, Pershing Avenue, or Summerlin Avenue, the owner must immediately after construction of the residence install a freeze resistant bush hedge three feet from the platted back or side lot lines bordering the said streets. Planting of the hedge may be delayed or omitted completely only with written permission from the developer and only when the developer is going to fence, wall or hedge the platted back or side lot line in question. In the event the developer does plant a hedge or erect a fence or wall along the back or side lot line, the owner may erect a wall or fence or plant a hedge inside the developer's fence, wall or hedge, but in no event less than three feet from the platted back or side lot line bordering the said street. Any fence or wall to be erected or any hedge to be planted on any lot shall be approved by the Architectural Designs Committee or Home Owners Association as hereinafter described.

12. No billboards, 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 shall be allowed, provided such "FOR SALE" signs shall be limited to one 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 ( $7\frac{1}{2}$ ) 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 Designs Committee appointed by the subdividers, provided however, that the subdividers may at their option delegate

this responsibility to Homeowner's Association elected by a majority of the owners of lots in the subdivision. However, in the event that an Architectural Designs 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 subdivision.

13. 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 the realizing of responsibilities of said Association shall be determined by vote of the owners of lots in the subdivision. The developers or subdividers may delegate to the Homeowner's Association any or all of the duties of the Architectural Designs Committee as set forth in these restrictions.

14. 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.

15. Owners of lots with citrus trees, upon which a home is constructed, may retain a maximum of four (4) citrus trees forward of the front set back line. All other citrus trees forward of the front set back line must be removed after construction has been completed. No citrus trees will be allowed to remain on the City easement.

16. 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 (21) year period as aforesaid, it shall be lawful for any 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 to prevent him or them from so doing or to recover damages for such violations.

17. All homes must have a minimum of 2000 sq. ft. living area not to include garage, screened porch, swimming pool area and any other area so designated by the

Architectural Designs Committee. No exceptions will be made except if so designated in writing by the Architectural Designs Committee and only if the plans of said house show that the house is of the same class and calibre as the rest of the homes in the subdivision.

18. Any restrictions may be altered for individual lots by the mutual consent of the Architectural Designs Committee and a lot owner if restrictions are a hindrance in the building of a home on the particular lot in question. Altered restrictions will conform with the City of Orlando Building Regulations or any variances granted by the city.

19. Any authority or consent required by the Architectural Designs Committee or Homeowner's Association under these restrictions will be waived if neither of said bodies is in existence or fails to respond to a request within fifteen (15) days of submission to them, provided, however, that all construction on or use of lots shall conform to and be in harmony with existing structures in the subdivision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18<sup>th</sup> day of January 1971.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
As to Austin A. Caruso

Austin A. Caruso (SEAL)  
Austin A. Caruso, Trustee

[Signature]  
As to John J. Walsh

John J. Walsh (SEAL)  
John J. Walsh, Trustee

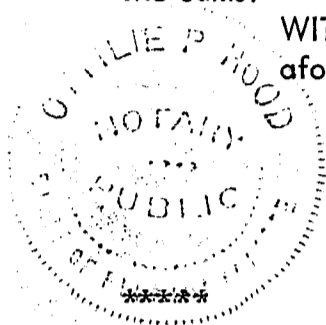
[Signature]  
As to W.R. Anderson.

W.R. Anderson (SEAL)  
W.R. Anderson, 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 18<sup>th</sup> day of January, A.D. 1971.



*Othilie P. Hood*

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES, AUG. 4, 1974  
BONDED THROUGH MUROSKI - HUCKLEBERRY, INC.

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 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 18<sup>th</sup> day of January, A.D. 1971.



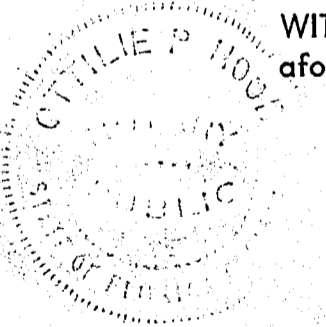
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NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES, AUG. 4, 1974  
BONDED THROUGH MUROSKI - HUCKLEBERRY, INC.

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 acknowledgment, 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 18<sup>th</sup> day of January, A.D. 1971.



*Othilie P. Hood*

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES, AUG. 4, 1974  
BONDED THROUGH MUROSKI - HUCKLEBERRY, INC.

RECORDED & RECORD VERIFIED

*James B. Smith* Clerk of  
Circuit Court, Orange Co., Fla.