

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 - 10, inclusive, Block A; Lots 1 - 9, inclusive, Block B, all in SOUTHERN OAKS SUBDIVISION, UNIT NO. FIVE, according to the plat thereof as recorded in Plat Book 4, page 150, 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.

This instrument prepared by:

Austin A. Caruso, John J. Walsh and W. R. Anderson
P. O. Box 8367, Orlando, Florida

Charles E. Meined

3. 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 Design Committee, as set forth in these restrictions.

4. 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) years, as aforesaid, it shall be lawful for any person or persons owning other lots 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.

5. Any restrictions may be altered for individual lots by the mutual consent of the Architectural Design 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.

6. Any authority or consent required by the Architectural Design 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.

7. 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 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 subdivision.

8. No trees larger than six (6) inches in diameter shall be removed from any lot without the approval of the developers unless such trees are within the floor plan of a residence to be constructed on the property. The developers 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 developers and only when the developers are going to fence, wall or hedge the platted back or side lot line in question. In the event the developers do 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. In the event any fence or wall is erected by the developer, or any hedge planted by the developer, upon the sale of said lot, the maintenance and/or any repairs to said fence, wall or hedge shall become the sole responsibility of the new owner of said lot. Any fence or wall to be erected or any hedge to be planted on any lot shall be approved by the Architectural Design Committee or Homeowner's Association, as hereinafter described.

9. No fence shall be erected forward of the front set back lot line of the house.

10. 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.

11. Set backs of building 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 Design Committee. All construction shall conform to the City of Orlando Building Regulations.

12. 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 Design Committee and must comply with the City of Orlando Planning and Zoning Department Rules and Regulations with respect to reversal of frontage.

13. Homes that are built on a corner lot and face only one street will use the same exterior design and materials 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. 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 so that it is acceptable to the Architectural Design Committee. Any house not properly landscaped will be notified and will be required to make necessary changes. A landscaping plan may be submitted prior to building if prior approval is needed; however, it is not necessary since the Architectural Design Committee will notify the homeowner upon completion if landscaping is not aesthetically suited to the area. No garbage receptacle, air conditioning compressor unit, swimming pool filters, sports equipment or electrical meter box shall be visible from a street. No concrete block, with the exception of siding block, shall be exposed.

14. All five (5) or more bedroom homes must have a minimum of 2,800 square feet living area. All four (4) bedroom homes must have a minimum of 2,400 square feet living area. All three (3) bedroom homes must have a minimum of 2,000 square feet living area. Living area does not include garage, screened porch, swimming pool area and any other area so designated by the Architectural Design Committee. All additional rooms so designated as dens, sewing rooms, Florida rooms, etc., in addition to the usual family room, living room and bedrooms, will be considered a bedroom for the sake of figuring out square footage. No exceptions will be made except if so designated in writing by the Architectural Design 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. All garages shall be two (2) car or more, and there will be no open garages or carports.

15. 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 Design Committee.

16. 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.

17. All lots shall be maintained in a suitable manner as designated by the Architectural Design 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 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.

18. 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. No parking shall be allowed on the street between 2:00 a.m. and 6:00 a.m.

19. 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 twenty-four (24) inches shall be allowed, provided, such "FOR SALE" signs shall be limited to one (1) sign per lot and shall be located at least twenty-five (25) feet from the front property line.

20. Buyer agrees to construct a sidewalk across the front of his lot immediately upon completion of the construction of sidewalks on the lots on each side of his lot, or within two (2) years from closing, whichever shall first occur. If the lot or lots are resold, the original date of deed from Developer to the first purchaser will determine the controlling date herein.

21. Purchaser agrees to plant, at his own expense, sufficient shade trees so that there is a total of not less than four on each lot, two of which must be located on the parkway to each lot. Purchaser must complete such planting within two years from the date of the deed from Developer to the first purchaser of said lot. Each tree will be of the variety that will attain, under normal expectancies, a minimum height of thirty (30) feet at maturity. It is specifically understood that all types of citrus trees and "ear-trees" are excluded from qualifying to meet the requirements hereunder. Purchaser and successors in title further agrees to replace such trees from time to time so that there exists a total of not less than four (4) trees on each lot, two of which must be located on the parkway of said lot.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 29 day of December, 1972.

Signed, sealed and delivered in the presence of:

Ruth E. Quackert

Austin A. Caruso
Austin A. Caruso, as Trustee

Kenneth J. Muller
As to Austin A. Caruso

John J. Walsh
John J. Walsh, as Trustee

Ruth E. Quackert

Kenneth J. Muller
As to John J. Walsh

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

Ruth E. Quackert

Kenneth J. Muller
As to W.R. Anderson

STATE OF FLORIDA
COUNTY OF ORANGE

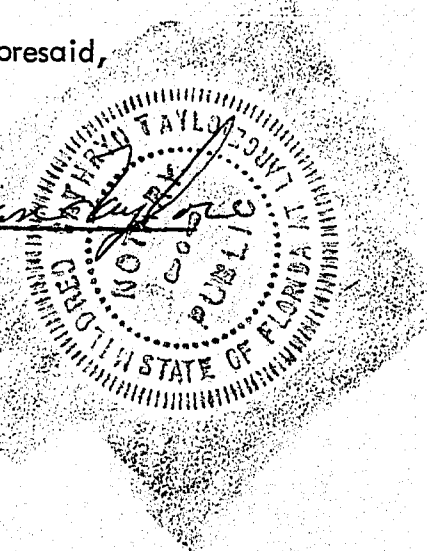
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments and administer oaths in the State and County aforesaid, personally appeared AUSTIN A. CARUSO, who, to me known to be the person described in and who executed the foregoing instrument, acknowledged before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

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of December, 1972.

Mildred Cathryn Taylor
Notary Public

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 3, 1975
Bonded By American Bankers Insurance Co.



STATE OF FLORIDA
COUNTY OF ORANGE

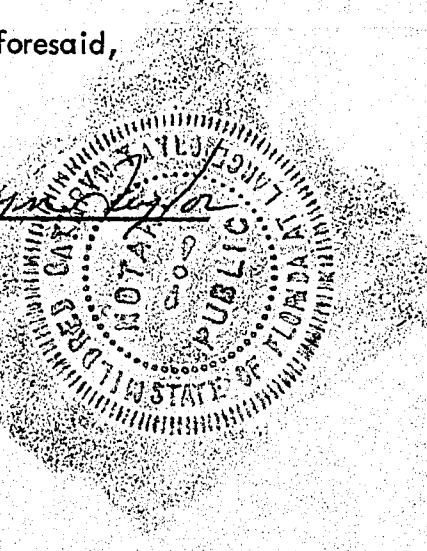
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments and administer oaths in the State and County aforesaid, personally appeared JOHN J. WALSH, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me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

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of December, 1972.

Mildred Cathryn Taylor
Notary Public

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
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STATE OF FLORIDA
COUNTY OF ORANGE

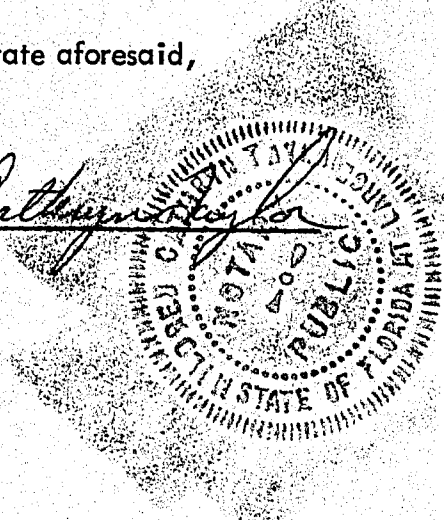
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments and administer oaths in the State and County aforesaid, personally appeared W.R. ANDERSON, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me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

WITNESS my hand and official seal in the County and State aforesaid, this 29th day of December, 1972.

Mildred Cathryn Taylor
Notary Public

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 3, 1975
Bonded By American Bankers Insurance Co.



RECORDED & RECORD VERIFIED

Thomas D. Smith
County Comptroller, Orange Co., Fla.