

NOTICE OF RESTRICTIONS ON REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GALLIMORE HOMES, INC., a Florida Corporation, hereinafter referred to as "Developer", being the owners of the land in the County of Seminole and State of Florida, described as:

WOODLANDS EAST, according to the plat thereof as recorded in Plat Book 27, page 91 of the Public Records of Seminole County, Florida.

WHEREAS, the said Developer, desires that all of said property above described be subject to like restrictions for the mutual benefit and protection of itself and persons, both natural and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in said property or any part thereof.

NOW THEREFORE, in consideration of the premises, the said Developer, the owner of all of the real property above described, does hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding upon the said Developer, and upon each and every person, both natural and corporate who or which shall acquire hereinafter said real property or any part thereof, or any interest in said property or any part thereof, and the respective heirs, personal representatives, successors and assigns of each and all the foregoing, said restrictions, reservations and conditions being as follows:

1. No building, wall or other improvement shall be erected on any lot of said subdivision until the plans, specifications and plot plans of said improvement shall have been approved by the Developer of Woodlands East Subdivision. Two sets of plans and specifications covering contemplated construction are to be submitted to the Developer for its approval, and no construction work is to be started until the plans and specifications have been approved in writing by said Developer.

2. Any lot of the above described subdivision shall be used only for residential purposes. All restrictions and requirements applying to the property by virtue of the present zoning shall remain unchanged. No temporary building or trailers for living or any purpose shall be permitted on any.

3. All concrete block construction shall be stuccoed.

4. All residences shall provide a minimum ground floor area, exclusive of garage and porches, of not less than 1400 square feet. Any exceptions must be approved by the Developer, in writing.

5. All garages shall be for a minimum of two cars. No open carports shall be permitted. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to the dwelling until shall remain closed except when in actual use to allow ingress and egress to the garage. The parking of commercial vehicles which description shall include trucks, (but shall not include up to three-fourths ton pick-up trucks or similar size vans) truck-tractors, semi-trailers, and commercial trailers, boats, motor homes and travel trailers (except small van-type vehicles not exceeding three-quarter ton) at any time on driveways _____

THIS INSTRUMENT PREPARED BY:
Frank McMillan, Attorney
P. O. Box 3161, Orlando, FL 32803

on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats, motor homes, travel trailers and similar recreational vehicles are not to be visible from the street. No maintenance or repair of motor vehicles is permitted in driveways except for emergencies.

6. All driveways shall be constructed of concrete or asphalt.

7. All basketball and similar recreational facilities shall be placed to the rear of the lot.

8. All buildings shall be constructed to meet the set-back requirements of Seminole County, Florida. The Developer reserves the right to alter, change or modify the above set-back requirements in the event approved construction plans make it advisable.

9. No business, noxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No billboard, outdoor advertising or other display signs shall be constructed, erected, used or placed upon the land, except signs relating to the sale of the property which sign shall be of a size and form generally used for such advertising. All builders shall keep the area cleared of trash and debris during construction.

10. No cows, cattle, hogs, poultry or other livestock shall be raised or kept on the property.

11. No fence or wall shall be constructed to the front of set-back line, except that court-yards as approved by the Developer will be permitted. Fences on the side lot line shall not exceed six feet in height. Fences on the back lot line shall not exceed six feet in height. On corner lots, no fence or wall shall be constructed closer to the side street than the wall of the house.

12. Upon completion of the dwelling, the premises must be immediately landscaped. No new trees of large growing root variety shall be planted within four (4) feet of sidewalks. If construction is not commenced on lots within six (6) months of closing, the lot owner, at his expense, shall clear and keep clear of all brush, dead wood, weeds and junk. Shrubbery, including hedges, shall not be placed so as to obstruct the vision of motorists. In no event shall height of shrubbery to the front of the house exceed four feet.

13. All sidewalk design and water meter locations must be approved by Seminole County. The cost of sidewalks shall be paid by the Builder or Owner. Water meters to be installed between sidewalk and curb at lot line of two properties.

14. All lots are subject to public utility easements as shown or noted on recorded plat, and/or as set forth in deed and other instruments of record.

15. Any addition or alteration of any kind to be made to any structure on the property shall be in general conformity with the original plans and architecture of the original building.

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OFFICIAL RECORD

16. Television shall be installed to the rear of the house and shall not extend more than two feet above the highest point of the roof. No other antennas will be permitted.

17. The Developer, its successors or assigns, may change, amend or modify any of these restrictions upon the written approval of the owner or owners of seventy per cent (75%) of the lots in said subdivision. These restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five per cent (75%) of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

18. The enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Notice of Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, or its successors, or by the owner of any of the property covered by these restrictions.

19. Any restrictions may be altered for individual lots by the mutual consent of the Developer 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 Seminole County Regulations or any variances granted by the city.

20. Any authority or consent required by the Developer under these restrictions will be waived if said corporation is not in existence or fails to respond to a written 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.

21. Invalidity of any or one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the 7th day of April, 1983.

Signed, Sealed and Delivered
in the Presence of:

Kenneth A. Steiner
Notary Public

GALLIMORE HOMES, INC.

By

Ellsworth G. Gallimore
Its President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this the 7 day of April, 1983 before me personally appeared Ellsworth G. Gallimore as President of GALLIMORE HOMES, INC. and who executed the foregoing Notice of Restrictions on Real Estate, and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the day and year last aforesaid.

Dick Steiner
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires December 27, 1983

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CERTIFIED COPY

ARTHUR H. BECATTI, JR.
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

By Charles Beatti
Deputy Clerk

(c) Gallimore Homes
600 Douglas Ave
Alt Spg. 32701