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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the 29th day of August, 1979 by BEL-AIRE HOMES, INC., a Florida corporation (hereinafter referred to as the "Developer") and DR. PHILLIPS, INC., a Florida corporation;

WITNESSETH:

WHEREAS, the Developer and Dr. Phillips, Inc. are the owners of certain real property (hereinafter referred to as the "Property") situate in Orange County, Florida, more particularly described as follows:

PARCEL A.

NE 1/4 of SW 1/4 of Section 22, Township 23 South, Range 28 East.

PARCEL B.

That part of the NW 1/4 of SW 1/4 of Section 22, Township 23 South, Range 28 East lying East of the Apopka-Vineland Road.

PARCEL C.

That part of the SW 1/4 of the NW 1/4 lying East of Apopka-Vineland Road and
The SE 1/4 of the NW 1/4 and
The SW 1/4 of the NE 1/4 and
The SE 1/4 of the NE 1/4 and
The NE 1/4 of the SE 1/4 all lying in
Section 22, Township 23 South, Range 28 East

and all being situate in Orange County, Florida

WHEREAS, the Developer and Dr. Phillips, Inc. will convey, or otherwise utilize the Property or portions thereof subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, THE DR. P. PHILLIPS FOUNDATION, a Florida corporation, not for profit (hereinafter with its successor and assigns referred to as the "Foundation") has or may have some interest in the Property, or rights granted to it by these Covenants and Restrictions; and

WHEREAS, it is the desire of the parties hereto that the Property be subject to these Covenants and Restrictions for the mutual benefit and protection of the parties hereto and persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Property;

NOW, THEREFORE, the Developer and Dr. Phillips, Inc. hereby declare that all of the Property or any portion thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants and Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the parties hereto and to each owner of any portion or portions of the Property.

Charles H. True
2559 Lec Rd. Suite 501
Winter Park, Fla. 32789

Prepared by: Jim Wilson - Return to:

ARTICLE I

Definitions

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The definitions used in these Covenants and Restrictions, unless the context otherwise specifies or requires, shall have the following meanings:

- a. "Dwelling" means a single-family residence, attached or detached non-paying guest house, servants' quarters or any approved accessory building.
- b. "Grantee" shall mean and refer to the record owner whether a natural person or persons, partnership or corporation, of a fee simple title to any Lot or Parcel which is a part of the Property or to any portion or portions of the Property, but excluding those having such an interest merely as security for the performance.
- c. "Lot" shall mean and refer to any part of the Property shown as platted in the Public Records of Orange County, Florida and shall refer to any parcel which comprises any portion of the metes and bounds description above.
- d. "Subdivision" means that portion of the Property covered by these Restrictions which is or may be platted in the Public Records of Orange County, Florida as a Subdivision and shall refer to the metes and bounds description above.
- e. "Property" means the subdivision or any portion of the metes and bounds description above.

ARTICLE II

1. The name "Dr. Phillips, Florida" shall be an integral part of the name of each plat placed of record or in the alternative name of the plat will be stated followed by the words "Dr. Phillips, Orange County, Florida".
2. The Grantee agrees in accepting title to the Lot not to initiate or support a change in the name of the area from that of Dr. Phillips, Florida.
3. The Grantee agrees in accepting title to the Lot not to initiate or support a change in zoning which would allow a use less restrictive than the present zoning classification of R-1A, nor to initiate or support any request for a variance or special exception permitting use of any Lot in this Subdivision other than for a single-family dwelling as permitted under the present zoning classification.
4. The Grantee agrees to cooperate in re-establishing a post office at Dr. Phillips, Florida, if requested, and if it is re-established, the Grantee will use Dr. Phillips, Florida for its mailing address and will not initiate or support a change in the name thereof.
5. The Grantee agrees to use the Lot only for single-family residential purposes.
6. No retail or wholesale business of any nature or sale of services or skills will be conducted on the Lot.
7. Use of a Lot or any portion of the Property will be for single-family dwellings, attached or detached non-paying guest houses or servants quarters, docks, piers and boathouses.

8. The Grantee agrees to maintain Grantee's Lot in a clean and sanitary condition. The Lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. Native vegetation such as rosemary, palmetto and scrub oak shall not be removed from the Lot where the retention of such vegetation shall promote the attractive appearance of the Lot. If, after thirty (30) days' written notice, given by the architectural committee, the Homeowners Association, or any Lot Owner, the Grantee has not complied with the foregoing requirements regarding maintenance of the Lot, any Lot Owner or the Lot Owner's designated agent by written appointment recorded in the Public Records of Orange County, Florida, the architectural committee, or the Homeowners Association, or any of them, hereby reserve and are granted the right to enter the Lot and to do all things necessary to comply with the foregoing maintenance requirements. Upon the performance of such maintenance by any Lot Owner or the Lot Owner's designated agent as a matter of public record, the architectural committee or the Homeowners Association, or any of them, such person or persons shall be entitled to recover the cost of such maintenance, together with interest at the rate of eight per cent (8%) per annum from the date said cost is incurred, from the owner of said Lot, together with costs of collection and attorneys' fees, which cost, interest, collection costs and attorneys' fees shall be secured by a lien upon the Lot, which may be perfected by recording of the same in the Public Records of Orange County, Florida, and which may be foreclosed at the option of the holder of such lien. Any such lien shall be and is hereby declared to be subordinate to any valid first mortgage encumbering the Lot.

9. The Grantee agrees that no stables or kennels will be maintained on a Lot or Lots or any portion of the Property in which more than three domesticated animals or pets are kept therein. In no event shall domesticated fowl be allowed to be kept on a Lot or Lots or any portion of the Property.

10. Plats or subdivisions of the Property must be approved by The Dr. P. Phillips Foundation prior to recording thereof.

11. No septic tanks or other similar devices for disposition of sanitary sewer type waste shall be installed or used or permitted to be installed or used on any Lot or the Property.

* 12. No well for the production of water shall be installed or permitted to be installed or used on a Lot or the Property except for a shallow well to be used solely for irrigation of lawns, shrubs and plants. Pumping of water from any lake or stream adjacent to or near a Lot or the Property is hereby prohibited, except for irrigation purposes required by the Developer or its assigns for community parks, entrances, street medians and other landscaped area designated for the benefit of Grantees.

13. All Dwellings and improvements constructed on any Lot or the Property thereon shall meet the following minimum requirements:

As to Parcels "A" and "B"

The density in the development in Parcels "A" and "B" shall not exceed three (3) single-family dwelling units per acre.

As to Parcel "C"

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Minimum lot area	7,500 sq. ft.
Minimum floor area of improvements	
a. 1200 square feet for a one or two bedroom Dwelling;	
b. 1350 square feet for a three bedroom Dwelling; and	
c. 1500 square feet for a four or more bedroom Dwelling	
Minimum lot width	75 ft.
Minimum front yard setback	25 ft.
Minimum rear yard setback	30 ft.
Minimum side yard setback	7-1/2 ft.
Maximum improvement height	35 ft.

14. No Dwelling or improvements erected in the Subdivision shall exceed two stories in height. In reference to Paragraph 13, Minimum floor area of improvements, this is exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces. No exposed concrete block shall be visible above grade. All exterior brick or stone facing shall be to grade.

15. Any Property Owner shall have the right to enforce the Covenants and Restrictions placed on the Property by this instrument and, in addition, Dr. Phillips, Inc. retains the exclusive right to amend, modify, change or eliminate any or all of said Covenants and Restrictions on any of the Property which is owned in fee simple by Dr. Phillips, Inc. at the time of such amendment, modification, change or elimination and further provided that no change in any of the said Covenants and Restrictions shall be made without the written consent of Dr. Phillips, Inc. or The Dr. P. Phillips Foundation even though such entity may have no real property to be benefited by these Covenants and Restrictions.

16. Dr. Phillips, Inc. and The Dr. P. Phillips Foundation by their execution hereof, hereby cancel and terminate all prior Covenants and Restrictions that either has heretofore imposed on the Property.

IN WITNESS WHEREOF, the undersigned have caused these Covenants and Restrictions to be duly executed as of the day and year first above written.

WITNESSES:

George B. White
Charles H. ...

BEL-AIRE HOMES, INC.
(CORPORATE SEAL)
Ray A. ...
W. Blair

William C. ...
S. Janet Hubbard

DR. PHILLIPS, INC.
(CORPORATE SEAL)
W. E. ...
J. H. ...
Secretary

William C. ...
S. Janet Hubbard

THE DR. P. PHILLIPS FOUNDATION
(CORPORATE SEAL)
W. E. ...
J. H. ...
Secretary

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STATE OF FLORIDA
COUNTY OF ORANGE

I, an officer duly authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that [Signature] and [Signature] respectively, [Signature] and [Signature] of BEL-AIRE HOMES, INC., a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and seal at said County and State, this 2nd day of August, 1979.

(Notarial Seal)

[Signature]
Notary Public
My Commission Expires: Notary Public, State Of Florida At Large
My Commission Expires April 6, 1982
Bonded By Reserve Insurance Co.

STATE OF FLORIDA
COUNTY OF ORANGE

I, an officer duly authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that [Signature] and [Signature] respectively, [Signature] and [Signature] of DR. PHILLIPS, INC., a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and seal at Orlando, said County and State, this 29th day of August, 1979.

(Notarial Seal)

[Signature]
Notary Public
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires May 23, 1980
Bonded By American Fire & Security Group

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STATE OF FLORIDA
COUNTY OF ORANGE

I, an officer duly authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that W. L. Klarkin and J. C. Winson respectively, Vice President and Secretary of THE DR. P. PHILLIPS FOUNDATION, a Florida corporation not for profit, to me personally known, this day acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and seal at Orlando, said County and State, this 29th day of August, 1979.

(Notarial Seal)



Mildred C. Chesner
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 23, 1980
Created by American Not & Conveyance Company

RECORDED & RECORD VERIFIED

James A. ...
County Comptroller, Orange Co., Fla.