

Original Prepared By: Charles H. True Bel-Aire Homes Inc.
861 Douglas Avenue Altamonte Springs, FL.32714
Re-accomplished for readability, from original recorded documents by Sand Lake Hills Section II Home Owners Association. While every effort has been made to assure accuracy, this is considered "for convenience only" and does not substitute for recorded documents. Minor Document formatting and emphasis may have been added for clarity.
Original Document recorded in Book 3403 Pages 819 through 826 of the Official Records of Orange County Florida

PROPOSED COVENANTS AND RESTRICTIONS

1983

THIS DECLARATION, made as of the 1st day of August, 1983 by BEL-AIRE HOMES, INC. (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property (hereinafter referred to as the "Property") situate in Orange County, Florida more particularly described as follows:

Lots 915 thru 928, 979 thru 984, 955 and 956 Sand Lake Hills, Section 10-A Dr. Phillips, Orange County, Florida, as recorded in Plat Book 12 , Pages 17 in the Public Records of Orange County, Florida.

WHEREAS, the Developer 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, 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 acquired any interest in the Property;

NOW, THEREFORE, the Developer hereby declares 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. In addition to the Covenants and Restrictions contained herein, the Declaration of Covenants and Restrictions recorded by the Developer and Dr. Phillips, Inc. **dated the 29th day of August, 1979, and recorded August 31, 1979, Official Records, Book 3044, Page 400 of Orange County, Florida**, and Amendment to Declaration of Covenants and Restrictions, recorded by the Developer and Dr. Phillips, Inc., **dated the 10th day of February, 1983, and recorded March 17, 1983, Official Records, Book 3358 , Page 2210, of Orange County, Florida**, said Covenants and Restrictions being included herein and made a part hereof by reference, 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.

ARTICLE 1 Definitions:

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 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 Lots 915 through 928, 955, 956 and 979 through 984 of Sand Lake Hills, Section 10-A, as recorded in the Public Records of Orange County, Florida.
- d. **"Subdivision"** means Sand Lake Hills, Section 10-A Dr. Phillips, Orange County, Florida, as recorded in Plat Book 12, Pages 17.

e. "**Property**" means the subdivision.

ARTICLE II

1. There shall exist an architectural control committee which shall be composed of the President, a designated Vice-President and the Secretary of Bel-Aire Homes, Inc. The majority of said committee may designate a representative to act for it, which representative need not be a member of the committee and may be natural or artificial, the designations of said representative to be in writing, signed on behalf of Bel-Aire Homes, Inc. by its proper officers and recorded among the Public Records of Orange County, Florida. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor who shall be an officer of Bel-Aire Homes, Inc. or the owner of a Lot, or an interest in a Lot. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services rendered pursuant to this covenant. The said Bel-Aire Homes, Inc., or its successor, at any time, shall have the right to appoint a committee to consist of five (5) persons owning land, or an interest in land, in said subdivision, such appointment to be in writing, signed on behalf of Bel-Aire Homes, Inc. or its successors, by its proper officers and recorded among the Public Records of Orange County, Florida. When so appointed, said committee shall assume the functions specified in this paragraph in lieu of the prior members of said committee, and such committee shall have the right to designate, by vote of a majority of its members, a representative to perform such functions, as set forth in this paragraph, the name of such designated representative to be in writing, and recorded in the Public Records of Orange County, Florida, as hereinbefore provided for. In the event of death or resignation of any member of such committee, or in the event any member ceases to own land, or have an interest in land in said Subdivision, the remaining member or members shall have full authority to perform such functions, and in any event a majority of the owners of land in said Subdivision shall have the right to elect a successor, each lot to be entitled to one vote.

No Dwelling, building or structure of any kind shall be erected or altered in the Subdivision until the plans and specifications and location therefore shall have been submitted to and approved by the Architectural Control Committee in writing before

any construction has commenced, and the plans and specifications and location of all construction thereunder, and every alterations of any Dwelling, building or structure shall be in accordance with the building, plumbing and electrical codes of Orange County, Florida, in effect at the time of such construction or alteration. Disapproval of plans and specifications and location by the Architectural Control Committee may be based on any ground, including, purely aesthetic reasons, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient.

Detailed and scale sketches, including location sketches, shall be submitted by the Grantee to the Architectural Control Committee for any improvements, additions or alterations which may be erected on the Lot or any portion of the Property and the Grantee shall be responsible for complying with these Covenants and Restrictions.

2. No wall (other than Dwelling walls) or fence shall be constructed with a height of more than 6 feet above ground level of adjoining Lots of the Property. No wall or fence of any height shall be constructed on any Lot until the height, type, design, and approximate location thereof shall have been approved in writing by the Architectural Control Committee. Chain link fences will be prohibited.

3. All refuse containers, oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas within the Lot.

4. In order to establish and maintain a "Master Service Drainage and Percolation System" for the Subdivision, each Lot containing or contiguous to an area defined on the plat of the Subdivision as "Utility and Drainage Easement", hereinafter referred to as an "Easement" shall, notwithstanding any other provisions of these Covenants and Restrictions, meet the requirements of this paragraph as hereinafter set forth. "Contiguous" shall mean that portion of the Easement abutting a Lot or Lots lying within an area 30 feet deep and the width thereof determined by extending side property lines of the Lot or Lots through said 30-foot area with an imaginary dissecting line.

a. No building or structural improvements of any type may be placed within the Easement area, except transformer pads and fences of an approved type, providing they do not disturb the

function of the Easement. The requirement set forth in this sub-paragraph shall supersede the side setback requirements as outlined in Paragraph 17 hereof where the Easement width is in excess of the minimum side line setback requirements.

b. The Easement shall include a swale, which must be sodded and may contain high nutritive plantings. The Easement will be properly maintained by the Grantee as shall all landscaped areas of a Lot. The Easement area and swale design shall conform to the typical location and design more particularly shown on Exhibit "A" (consisting of three (3) sheets,) attached hereto.

c. In the event the Grantee does not comply with the requirements as set forth in this paragraph, then any Lot Owner, or his designated agent, the Architectural Control Committee or the Homeowners Association, or any of them, shall have the right to enter the Lot and do all things necessary to comply with the foregoing requirements of this Paragraph 4, and the cost thereof shall be secured by a lien, with the right of enforcement, on the Grantee's Lot.

d. Nothing contained herein shall preclude or prevent said Easement being dedicated as utility and accepted by the county or municipality, as the case may be, for maintenance thereof. Orange County shall have no responsibility for operation or maintenance of the drainage easement.

5. No outdoor clothes drying areas shall be allowed on a Lot unless they are enclosed to minimize their visibility from other Lots or any portion of the Property.

6. No temporary or accessory building, enclosures or structure shall be used or erected on a Lot or any portion of the Property without the written consent of the Architectural Control Committee.

7. No trucks in excess of one-half ton capacity, no habitable vehicles and no commercial vehicles of any kind shall be permitted to be parked in the Subdivision for a period of more than four (4) hours unless it is necessary in the actual construction or repair of buildings in the Subdivision and no such trucks or commercial vehicles shall be parked overnight in the Subdivision. No boats or trailers may be parked in

the Subdivision other than inside of an enclosed garage.

8. In order to maintain the high standards of the Subdivision and in order to supplement the enforcement provisions as set forth herein in regard to any violations of these Covenants and Restrictions, the Owners of the Lots in the Subdivision are urged to form a Homeowners Association, preferably in the form of a corporation, not for profit, organized and existing under the laws of the State of Florida. In order for such Homeowners Association to be entitled to invoke the powers of enforcement as herein granted to the Homeowners Association by these Covenants and Restrictions, said Homeowners Association shall consist of the Owners of not less than twenty-five (25) Lots in this Subdivision. Evidence of compliance with this percentage shall be by a membership roll signed by the Owners of said Lot and recertified to within three (3) weeks of the close of each fiscal year adopted by the Homeowners Association, such recertification to be signed by said Lot Owners. In the event the Homeowners Association ceases, to have the required percentage of memberships at any time, such Homeowners Association shall lose its power and right of enforcement as granted hereunder until such time as the membership roll has increased to the Owners of not less than twenty-five Lots in this Subdivision.

9. Where Lots have curved property lines, the setback lines and distances set forth in Paragraph 17 hereof shall be taken at right angles with the tangents to the curve. All other setbacks shall be measured at right angles to the Lot line. No Dwelling or improvements shall be erected on a corner Lot so that a setback from the street on which the building faces is less than 25 feet or so than the setback from the side street is less than 15 feet. All improvements and buildings erected on any Lot shall conform to the setback requirements set forth in Paragraph 17 hereof.

10. No Lot shall be increased in size by filling any body of water on which the Lots abuts.

11. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done on the Lot that may or may become any annoyance or nuisance to the Subdivision.

12. No sign of any kind shall be displayed to the public view on any Lot except one professionally

prepared sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period,

13. No Lot shall be used or maintained as a dumping ground for refuse. No burning of refuse shall be allowed on the Lot or any portion of the Property, except by consent of the Developer and except in compliance with the laws and ordinance of Orange County, Florida.

14. So long as the Developer owns fifty percent (50%) or more of the Lots in the Subdivision, the Developer reserves the right to modify, amend or revoke these Covenants and Restrictions as the same relates to this Subdivision, which modification, amendment or revocation, except where minor in nature, must be made with the prior approval of the Federal Housing Administration or VA.

15. These Covenants and Restrictions are to run with the Subdivision and all of the Lots and the Property located therein and shall be binding on all parties, grantees, and all persons claiming under them for a period of thirty (30) years from the date of recording thereof, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then Grantees has been recorded agreeing to the modification, amendment or revocation of these Covenants and Restrictions.' The rights of the Developer herein granted to enforce these Covenants and Restrictions shall continue for a like period of time. Any lot Owner or his designated agent, the Architectural Control Committee and the Homeowners Association, or their respective successors and assigns, and each of them shall have the primary right to enforce the provisions hereof, and in addition to the other remedies provided herein, by suit at law or equity for injunctive relief, damages or otherwise in any court in the State of Florida having jurisdiction thereof.

16. If a Dwelling or other structure has been erected, or the construction thereof substantially advanced, on any Lot or a portion of the Property in a manner which constitutes a violation of these Covenants and Restrictions, the Architectural Control Committee shall have the right to release the Lot or that portion of the Property from these Covenants and Restrictions with respect to such

violation; provided, however, the Architectural Control Committee shall not grant such release except with respect to a violation that the Architectural Control Committee in its sole discretion determines to be minor.

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

- Minimum lot area 7,500 sq. ft.
- Minimum floor area of improvements
 - a 1500 square feet for a one or two bedroom Dwelling;
 - b.1650 square feet for a three bedroom Dwelling; and
 - c.1800, 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.

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

BEL-AIRE HOMES, INC. By: Roy T. Dye, President

ATTEST: A.E. Blair, Secretary

Signed, Sealed and Delivered in the Presence of Pamela Morris

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY, that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROY T. DYE and A. E. BLAIR, well known to me to be the President and Secretary of the corporation above named, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1983

Pamela Morris Notary Public, State Of Florida At Large My Commission Expires Feb. 13, 1984 Bonded By Lawyers Surety Corp.

**MASTER C & R's
attached by reference in C & R's
of Sections 5, 6, 7, 7A, 8, 9, 10, 10A, 11**

Re-accomplished for readability, from original recorded documents by Sand Lake Hills Section II Home Owners Association. While every effort has been made to assure accuracy, this is considered "for convenience only" and does not substitute for recorded documents. Minor Document formatting and emphasis may have been added for clarity.

Original Document recorded in Book 3044 Pages 400 through 405 of the Official Records of Orange County Florida

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 ¼ of SW ¼ of Section 22, Township 23 South, Range 28 East.

PARCEL B

That part of the NW ¼ of the SW ¼ of Section 22, Township 23 South, Range 28 East lying East of the Apopka-Vineland Road.

PARCEL C

That part of the SW ¼ of the NW ¼ lying East of Apopka-Vineland Road and The SE ¼ of the NW ¼ and The SW ¼ of the NE ¼ and The SE ¼ of the NE ¼ and The NE ¼ of the SE ¼ 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 declares 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.

ARTICLE I Definitions

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 which is a part of the Property or to any portion or portions of the Property, but excluding those having such interest merely as security for the performance.

c. "Lot" shall mean and refer to any part of the Property shown as a 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 the 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 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 percent (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 of subdivisions of the Property must be approved by the 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 areas designated for the benefit of Grantees.

13. All Dwellings and improvements constructed on any Lot or the Property there-on 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"

- 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 such amendment, modification, change or elimination and further provide 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.

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

BEL-AIRE HOMES, INC

DR. PHILLIPS, INC

THE DR. P. PHILLIPS FOUNDATION

Re-accomplished for readability, from original recorded documents by Sand Lake Hills Section II Home Owners Association. While every effort has been made to assure accuracy, this is considered "for convenience only" and does not substitute for recorded documents. Minor Document formatting and emphasis may have been added for clarity.
Original Document recorded in Book 3358 Pages 2210 through 2212 of the Official Records of Orange County Florida

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT, made and entered into this 10TH day of February, 1983, 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. as owners of certain real property located in Orange County, Florida, did, on August 29, 1979, execute and deliver a Declaration of Covenants and Restrictions, which was recorded in Official Records, Book 3044, Page 400, et. seq., Public Records of Orange County, Florida, which Declaration of Covenants and Restrictions pertains to the following described property:

PARCEL A

NE ¼ of SW ¼ of Section 22, Township 23 South, Range 28 East less any portion platted "Sand Lake Hills".

PARCEL B

That part of the NW ¼ of the SW ¼ of Section 22, Township 23 South, Range 28 East lying East of the Apopka-Vineland Road, less and portion platted "Sand Lake Hills".

PARCEL C

That part of the SW ¼ of the NW ¼ lying East of Apopka-Vineland Road and The SE ¼ of the NW ¼ and The SW ¼ of the NE ¼ and The SE ¼ of the NE ¼ and The NE ¼ of the SE ¼ all lying in Section 22, Township 23 South, Range 28 East less any portion platted "Sand Lake Hills"; and

WHEREAS, the Developer and Dr. Phillips, now desire to amend the Declaration in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Dr. Phillips, Inc. hereby amend the Declaration of Covenants and Restrictions as recorded in Official Book 3044, Page 400, as follows:

1. Article II, Paragraph 11 is hereby modified to read as follows:

"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. Provided, however, on all lots of a size of ¼ acre or more, the use of septic tanks are permitted provided that there is a central water distribution system servicing said lot.

2. In all other respects, the said declaration of Covenants and Restrictions shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document the day and year first above mentioned.

BELAIRE HOMES, INC

DR. PHILLIPS, INC