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**Original Document recorded in Book 2884 Pages 898 through 907 of the Official Records of Orange County Florida**

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS DECLARATION**, made as of the 21st day of April, 1978 by BEL-AIRE HOMES INC. (hereinafter referred to as the "Developer") and DR.PHILLIPS, INC.;

#### **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:

Sand Lake Hills, Section 3, Dr. Phillips, Orange County, Florida, as recorded in Plat Book 7, Pages 55 through 56 inclusive, in the Public Records of Orange County, Florida;

#### **AND**

From the Southeast corner of Section 22, Township 23 South, Range 26 East, Orange County, Florida, run N 00°17'46"W. along the East line of said Section 22 and the East line of Sand Lake Hills Section 3, as recorded in Plat Book 7, Pages 55 and 56, Public Records of Orange County, Florida, a distance of 402.13 feet to the point of beginning; thence run along the boundary line of said Sand Lake Hills Section 3 through the following courses and distances; thence N.89°46'31"W. 330.00 feet; thence S.89°42'14"W. 125 feet; thence S.77°25'34"W. 61.41feet;thence S89°42'14"W. 125 feet; thence N.00°17'47"W. 540.00 feet; thence N.30°01'43"W. 65.74 feet; thence N59°38'04"W. 66.72 feet; thence N.89°49'04"W. 1255.34 feet to the Northwest corner of Lot 359 of said Sand Lake Hills, Section 3; said corner also being the Northeast corner of Lot 65 of Sand Lake Hills Section 1, as recorded in Plat Book 4, Pages 114

through 116, Public Records of Orange County, Florida; thence run along the boundary line of said Sand Lake Hills Section 1 through the following courses and distances: thence N89°49'04"W. 1459.00 feet; thence N.15°19'55"W. 134.91 feet; thence N.30°23'48"E. 69.43 feet; thence N.00°07'33"E. 120.00 feet to a point on the North line of the Southeast ¼ of the Southwest ¼ of said section 22; thence run S.89°49'04"E. along said North line 785.00 feet to the Northwest corner of the South ½ of the Southeast ¼ of said section 22, thence run S.89°46'31"E. along the North line of said South ½ of the Southeast ¼ a distance of 2658.04 feet to the Northeast corner of said South ½ of the Southeast ¼ of Section 22; thence run S.00°17'46"E. along the aforementioned East line of Section 22 a distance of 923.00 feet to the point of beginning. Less the West 255.00 feet of the East 330.00 feet of the South 743 feet on the North 923.00 feet of the Southeast ¼ of the Southeast ¼ of Section 22, Township 23 South, Range 28 East, Orange County, Florida.

**WHEREAS**, the Developer and Dr. Phillips 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.

### **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 Lot of Sand Lake Hills, Section 3, as recorded in the Public Records of Orange County, Florida and shall refer to metes and bounds description above.
- d. " Subdivision " means Sand Lake Hills, Section 3, Dr. Phillips, Orange County, Florida, as recorded in Plat Book and shall refer to metes and bounds description above.
- e. " Property " means the subdivision.

### **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 Home-owners 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:

- 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.

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. 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 designation 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 American Equity Developers, 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 American Equity Developers, 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 alteration 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.

16. 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.

17. All refuse containers, oil tanks and bottled gas tanks shall be placed under-ground or placed in concealed areas within the Lot.

18. 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 13 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 18, and the cost thereof shall be secured by a lien, with the right of enforcement, on the Grantee's Lot as provided in Paragraph 8 hereof.

d. Nothing contained herein shall preclude or prevent said Easement being dedicated as a utility or drainage easement and accepted by the County or municipality, as the case may be, for maintenance thereof.

19. 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.

20. 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.

21. 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.

22. 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 home-owners 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 Lots 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.

23. Where Lots have curved property lines, the setback lines and distances set forth in Paragraph 13 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 that 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 13 hereof.

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

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

26. 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 for sale

or rent or signs used by a builder to advertise the property during the construction and sales period.

27. 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 ordinances of Orange County, Florida.

28. 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; provided, however, that in the event such modification, amendment or revocation relates to Paragraphs 1 through 13 inclusive then in addition to the prior approval of the Federal Housing Administration or the Veteran's Administration, there must also be obtained the express permission and consent of the Foundation or Dr. Phillips, Inc.

29. 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 Foundation and 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.

30. If a Dwelling or other structure has been erected, or the construction there-of 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 Committee in its sole discretion determines to be minor.

31. The invalidity in whole or in part of any sentence, provision, or paragraph of these Covenants or Restrictions shall not affect the validity of the remaining portions thereof.

34. The Foundation by its execution hereof and Dr. Phillips, Inc. by its consent hereto, hereby cancel and terminate all prior 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.

BEL-AIRE HOMES, INC.

By: Roy T. Dye, President

Attest: A. E. Blair, Secretary

THE DR. P. PHILLIPS FOUNDATION

DR. PHILLIPS, INC