

NOTICE OF RESTRICTIONS ON REAL ESTATE**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MAGNOLIA SERVICE CORPORATION, a Florida corporation, hereinafter called DEVELOPER, is the owner of land in the County of Volusia, State of Florida, more particularly described as follows:

All of DEBARY PLANTATION, UNIT III, according to the plat thereof as recorded in Plat Book 42, Pages 120 - 121, Public Records of Volusia County, Florida; and

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

NOW, THEREFORE, in consideration of the premises, Developer 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 real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns; said restrictions, reservations and conditions being as follows:

1. **LAND USE AND BUILDING TYPE:** All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half (2 1/2) stories, nor 35 feet in height, a private enclosed garage, and a storage room or tool room attached to the dwelling or to the garage.

2. **DWELLING SIZE:** No residence shall be constructed on any lot with a living area which is less than one thousand three (1,300) square feet, which living area in each case shall have finished walls, ceiling and floor, shall be insulated and centrally heated. An air-conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, a breezeway, a porch or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable be required. Garage doors must be made of fiberglass, wood or steel. Garages shall be maintained as garages and shall not be converted to other uses.

3. **BUILDING MATERIALS:** The front of all residences, and in the case of corner lots the front and side of the residence facing the street, shall be constructed of brick, stucco, painted concrete block, stone, wood or other finished materials.

4. **BUILDING LOCATION:** The principal residence building shall be in accordance with Volusia County Zoning Regulations.

5. **SIGNS:** No sign of any kind shall be displayed to public view on any lot except on temporary sign of not more than four square feet in area advertising the property for sale or rent, or signs of like size used by builders to advertise the property during construction.

THIS INSTRUMENT PREPARED BY:
CANDICE H. HAWKS
MAGNOLIA SERVICE CORPORATION
P. O. BOX 2249
ORLANDO, FL 32802

6. **MAINTENANCE OF BUILDINGS AND GROUNDS:** All lots improved or not, shall be maintained in a clean and orderly conditions, free from overgrown weeds and from rubbish. In the event any lot is not so maintained, Developer, its successors and/or assigns, shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish, and the expense thereof shall be charged to and paid by the owner of such lots. If not paid by said owner within thirty days after being provided with a written notice of such charge, the same shall become a lien upon such lot until paid and may be collected by an action to foreclose said lien or by an action at law, at the discretion of said Developer, its successors and/or assigns.

7. **GARBAGE AND TRASH DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and, except during pickup if required to be placed at the curb, all garbage containers shall not be visible from any street.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, provided, however, that this prohibition shall not apply to shelters used by the contractors or Declarant during the construction of the main dwelling houses, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction.

10. **LIVESTOCK AND POULTRY:** No livestock, horses, poultry or animals of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

11. **VEHICLES AND REPAIR:** The parking of commercial vehicles, which description shall include, but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreational trailers, including self-propelled motor homes and including boats, at any time on driveways, or otherwise on said premises or on public streets of said subdivision is prohibited except for loading and unloading purposes. Boats and/or boat trailers shall be parked either within an enclosed fence or structure in an area to the rear of a line parallel to the front wall of the dwelling. Recreational vehicles shall not be visible from the street or streets within the subdivision and shall be parked in accordance with the Volusia County Zoning Regulations. There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

12. **MECHANICAL EQUIPMENT:** No air-conditioning equipment, tanks or other mechanical equipment shall be placed in any location so as to be visible to or from any public street. A permanent structure constructed of brick, masonry, stucco or wood may be used to screen such mechanical equipment from view from the public street, provided said structure complies with Volusia County Building and Zoning Regulations. Mature landscaping material may also be utilized provided such material is adequate in height and density to prevent visibility from any public street at the time the landscaping material is planted.

13. **SOD:** Except for the areas reserved for paving, driveways, walkways, shrubbery and other garden-type plants, all lots in the subdivisions shall be sodded from the curb of the street that runs in front of or to the side of the residence to a line paralleling the rear building wall of the residence, and in the case of corner lots, the sod shall extend from the curb at the side of the lot to a line parallel with the side of the residence building.

14. **TREES:** Subdivision is developed in compliance with Volusia County Tree Protection Ordinance, which requires that certain consideration be given to the preservation or replacement of shade trees.

15. **RESUBDIVISION:** No lot in the subdivision may be reduced to the extent that the width of the lot is less than 75 feet and the total area is less than 10,000 square feet.

16. **ARCHITECTURAL CONTROL:** No building, fence, pool or other structure shall be erected, placed or altered on any building lot until a complete set of building plans and specifications have been submitted to the Developer, its successors and/or assigns, and the same approved by it in writing, evidencing that said building and/or structure complies in all respects with these restrictions, reservations and conditions and that said building or other structure is in conformity and harmony not only with respect to the topography and ground elevations but also with the architectural design of completed or proposed structures on other lots in the subdivision. After said approval has been obtained, a building permit must be obtained from Volusia County.

17. **WAIVER OF MINOR VIOLATIONS:** The Developer, its successors and/or assigns, shall have the right at any time to waive minor exceptions or violations or exceptions are not contrary to the intent and purpose of the restrictions. The Developer, its successors and/or assigns, in its sole discretion, shall have the right to determine what constitutes a minor violation.

18. **TERM:** These covenants shall remain in full force and run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

19. **AMENDMENT:** So long as the Developer owns one or more lots in this subdivision, or so long as the entity to whom Developer specifically assigns the rights under this paragraph, or its subsequent assignees of this specific right, own one or more lots in the subdivision, Developer, or its specific assignee, may change these covenants in whole or in part, by executing a written instrument making said changes and having the same duly recorded in the Public Records of Volusia County, Florida.

20. **ENFORCEMENT:** If the owner or owners of property in said subdivision, or any other person or persons, or any of them or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision, to prosecute any proceedings at law or in equity against the person to persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

21. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Developer has hereunto signed this instrument and affixed its corporate seal thereto on this the 29th day of December, 1988.

Signed, sealed and delivered in the presence of:

Tandra A. Hawks
Deborah A. Condit

MAGNOLIA SERVICE CORPORATION

By [Signature]
WILLIAM W. TEW, VICE PRESIDENT

Attest: [Signature]
JACKIE C. WRIGHT, SECRETARY

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM W. TEW and JACKIE C. WRIGHT well known to me to be the VICE PRESIDENT and SECRETARY, respectively, of Magnolia Service Corporation, a Florida corporation, and they severally acknowledged executing the foregoing instrument 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 29th day of December, 1988

Tandra A. Hawks
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: 9/1/90

