



# *Sunny Hills*

DECLARATION OF RESTRICTIONS

**DECLARATION OF RESTRICTIONS**  
**FOR**  
**SUNNY HILLS SUBDIVISION**

Single Family Residential Lots.....pgs.01-09

Multifamily Residential Lots.....pgs.10-15

Commercial Property.....pgs.16-21

The enclosed is a sampling of the various Declarations of Restrictions that presently affect the development standards of lots, tracts and parcels located in the Sunny Hills Community.

Due to development criteria such as site location, size of lot, adjacent land uses, etc., restrictions vary slightly from area to area.

As an informational note, all of the original Declarations of Restrictions affecting the various lots, tracts and parcels in the Sunny Hills Community was recorded among the Public Records in the office of the Washington County Clerk located in Chipley, Florida. The Clerk's office can provide photocopies of the original filed restrictions to the public at a normal charge.

THE DELTONA CORPORATION \*  
A DELAWARE CORPORATION \*  
\*  
TO WHOM IT MAY CONCERN \*  
\*\*\*\*\*

SUNNY HILLS SUBDIVISION  
DECLARATION OF RESTRICTIONS  
SINGLE FAMILY RESIDENTIAL

**WHEREAS, THE DELTONA CORPORATION**, a Delaware Corporation hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in Washington County, Florida; and

**WHEREAS**, the following described property is not subject to any restrictions and limitations of record and;

**WHEREAS**, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in the **SUNNY HILLS SUBDIVISION** and to limit the use for which each and every of said lots located in **SUNNY HILLS SUBDIVISION** is intended.

**NOW, WHEREAS**, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in Washington County, Florida, to-wit:

Sunny Hills Subdivision Unit, according  
To plat thereof, as recorder in Plat Book,  
Pages through inclusive of the Public  
Records of Washington County, Florida.

(hereinafter referred to as the "lots" or "said lots")

are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions thereof, and said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to-wit:

1. USE RESTRICTION

Each and every of the lots shall be known and described as residential lots, and no structures shall be constructed or erected on any residential lots other than one detached single family dwelling not to exceed two stories in height, and a one or two car garage or carport.

2. SETBACK RESTRICTIONS

- (A) On Waterfront lots, no building shall be erected on any part thereof nearer to the ordinary high water line than 30 feet; nor nearer to the rear line, which is the line abutting the street than 25 feet; nor nearer than 8 feet to any interior side lot line. Furthermore, screened swimming pool enclosures may be erected to within     feet of the ordinary high water line or to the indicated easement line, whichever is the most restrictive. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the Architectural Design Committee of the Subdivider, its successors, or assigns as provided in Paragraph 9 herein.
- (B) On all other lots, other than waterfront lots, no building shall be erected on any of said lots nearer than 25 feet to the front lot lines of said lots, except that on corner lots no structure shall be permitted nearer than 25 feet to the front lot line of said corner lot (the front lot line shall be the street lot line having the least dimension); nor nearer than 15 feet to the side street line when the front of the structure is placed facing said front lot line; however, if the front of said structure is placed facing more toward the side street lot line, then it shall not be permitted nearer than 25 feet to both street lot lines; nor nearer than 8 feet of the width of the lot to any interior side lot line, whichever is less; nor nearer than 25 feet to the rear lot line (rear lot line being opposite and most distant from the front lot line). Furthermore, screened swimming pool enclosures may be erected to within 15 feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design, have been approved by the Architectural Design Committee of the Subdivider, its successors or assigns as provided in paragraph 9 herein.

3. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

No lot as shown on this plat shall be divided or resubdivided unless both portions of said lot be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of a lot must extend from fronting street or fronting lake to existing rear property line.

No building having a ground floor area of less than square feet shall be erected on the following lots (See Addendum). On all other lots, no building shall be erected having a ground floor area of less than square feet. For purposes of computing the square foot area, the following criteria shall govern;

Living Area: That area of the building that is completely enclosed and protected from the weather and intended as the living quarters of the home shall be computed at full square footage area as measured between the outside surfaces of the enclosing walls.

Garage: Two—thirds (2/3) of actual area, measured between the outside walls or between the outside wall and the near face of the interior wall of the living area of the home.

Carpports: One—half (1/2) of actual area, measured between exterior face of walls or partition surfaces, or to outside face of supporting post or columns.

Covered Porches: One—half (1/2) of actual floor area, using the exterior dimensions of the floor slab or floor joist.

Roofed Entranceways: One—fourth (1/4) of actual area, measured between exterior face of wall surfaces and outside face of supporting posts or columns, or to edge of entranceway slab, whichever is less. Patios or unroofed porches shall not be considered in computing the required ground floor area.

4. NUISANCES, TRASH, ETC.

(A) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(B) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

- (C) No sign of any kind shall be displayed to the public view on any lot, excepting; one (1) professional sign of not more than one (1) square foot, or one (1) sign of not more than five (5) 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.
- (D) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- (E) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (F) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.
- (G) No tractors, trucks, trailers or other like vehicles , may be parked overnight on any of the streets, roads or lots in this Subdivision.

5. WELL WATER

No individual well will be permitted on any residential lot within this Subdivision, except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State of Florida Department of Environmental Regulation, its successors or assigns.

6. OBSTRUCTIONS TO SIGHT LINES

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them a points twenty—five (25) feet from the intersection of the Street lines, or in the case of a rounded property corner from the intersection of the Street property lines extended.

The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. EASEMENTS

All easements for utilities, drainage rights of way and other purposes shown on the plat of SUNNY HILLS UNIT recorded in Plat Book at Pages through, inclusive of the Public Records of Washington County, Florida, are hereby reserved as perpetual easements for all utilities and drainage installation and maintenance. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner(s) of such lot.

8. DRAINAGE

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9. ARCHITECTURAL DESIGN COMMITTEE

(A) No residences, additions thereto, add—ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications thereof, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee, (hereinafter referred to as the "Committee") appointed from time to time by Subdivider or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of which shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor.

of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, would render the proposed structure inharmonious or out—of—keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

- (B) The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.
- (C) The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee in its right to object to any of the features or elements embodied in such plans or specifications, if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.
- (D) If after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.
- (E) Any agent or officer of the Committee may from time to time at any reasonable hour, or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions to its maintenance or improvement in compliance with the provisions hereof; and the Committee or its agent thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.
- (F) For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non—performance of any of the acts in the restrictions authorized, permitted to be approved by the Committee, the records of the Committee shall be prima fade evidence as to all



matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such non-completion and/or non-compliance shall appear of record in the office of the Clerk of the Circuit Court of Washington County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

- (G) In the event, the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required; provided, that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.
- (H) Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

10. DEFINITION OF "SUCCESSORS AND ASSIGNS"

As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in this Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider,

who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Washington County, Florida, specifically referring to this provision of these restrictions.

11. DURATION OF RESTRICTIONS

These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them, until the 31<sup>st</sup> of March 2010 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owner(s) of the lot(s) or tract(s), it is agreed to change said covenants in whole or in part; provided, however, the restrictions affecting waterfront lots may not be changed or amended without the vote of a majority of the then owners of waterfront lots.

12. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereto or to prevent the violation or breach of any of them. In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however, long continued, shall not be deemed a waiver of the right to so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

13. SEVERABILITY

Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

14. ADDITIONAL RESTRICTIONS

The Subdivider may at any time in its discretion, which shall not be exercised unreasonable, amend any of the restrictions or covenants contained herein by later covenant, agreement for deed, or deed hereafter made where, in the opinion of the subdivider, great harm, injustice or damage would result to any person, natural or otherwise, by enforcement of these restrictions; or where an error, omission, or mistake has occurred in these restrictions or covenants; provided that any subsequent amendments to the restrictions or covenants contained herein shall not work to materially injure or diminish the rights of any other person, natural or otherwise, who shall be subject to the deed restrictions contained herein.

THE DELTONA CORPORATION \*  
A Delaware Corporation \*  
TO WHOM IT MAY CONCERN \*  
\*\*\*\*\*

SUNNY HILLS SUBDIVISION  
DECLARATION OF RESTRICTIONS  
MULTIFAMILY RESIDENTIAL

**WHEREAS, THE DELTONA CORPORATION**, a Delaware corporation, hereinafter referred to as the “Subdivider” is the owner of the following described property, situate, lying and being in Washington County, Florida; and

**WHEREAS**, the following described property is not subject to any restrictions and limitations of record; and

**WHEREAS**, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereinafter set forth located in the SUNNY HILLS SUBDIVISION and to limit the use for which each and every of said lots located in the SUNNY HILLS SUBDIVISION, is intended.

**NOW, THEREFORE**, the Subdivider does hereby declare that each and every of the lots listed below and located in the following described property, situate, lying and being in Washington County, Florida, to—wit:

SUNNY HILLS SUBDIVISION UNIT  
according to the plat thereof, as recorded in  
Plat Book at Pages through inclusive of the  
Public Records of Washington County, Florida.

(hereinafter referred to as the “lots or “said lots”)

are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions thereof , and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to—wit:

1. USE RESTRICTION

Each and every of said lots, located in SUNNY HILLS UNIT shall be known and described as Multi-Family Residential Lots, and no structure shall be constructed or erected on any of said multifamily residential lots other than the maximum number of units listed by Addendum "A" residential lots.

2. SETBACK RESTRICTIONS

(A) On waterfront lots, no building shall be erected on any part thereof nearer to the ordinary high water line than 30 feet; nor nearer to the rear line, which is the line abutting the street than 25 feet; nor nearer than 7.5 feet or (10%) to any interior side lot line, whichever is the most restrictive. However, screened swimming pool enclosures may be erected to within 15 feet of the ordinary high water line or to the indicated easement line, whichever is the most restrictive. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the Architectural Design Committee of the Subdivider, its successors or assigns as provided in Paragraph 11 herein. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(B) On all other lots, other than waterfront lots; no building shall be erected on any of said lots nearer than 25 feet to the front lot lines of said lots; nor nearer than 7.5 feet, or (10%), to any interior side lot line; nor nearer than 25 feet to the rear lot lines of said lots, except that on corner lots no structure shall be permitted nearer than feet to the front lot line of said corner lot; nor nearer than feet to the side street line. However, screened swimming pool enclosures may be erected to within feet of the rear lot line. Such swimming pool enclosures may not be erected unless and until their location, architectural and structural design have been approved by the Architectural Design Committee of the Subdivider, its successors or assigns. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(C) When two or more lots are used as one building site, the setback restrictions set forth in Paragraphs 2A and 2B above, shall apply to the exterior perimeter of the combined site.

3. MULTI—FAMILY RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

(A) No lot as shown on this plat shall be divided or resubdivided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street or fronting lake to existing rear property line. No building having a ground floor area of less than 1200 square feet shall be erected on any lot. Multi—family buildings shall have a minimum floor area in each living unit of 650square feet exclusive of attached porches, carports, terraces, patios and attached garages.

(B) OFF STREET PARKING

On site paved parking, one space shall be provided for each unit on lots designated by Addendum hereto, as duplex (2 living unit) lots. On all other lots, one and one—fourth (1 1/4) on site parking spaces shall be provided for each living unit. Each such space shall be 10 feet by 20 feet minimum size.

4. NUISANCES, TRASH, ETC.

(A) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(B) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(C) No sign of any kind shall be displayed to the public view on any lot, until its design and location have been approved in writing by the Architectural Design Committee as provided in paragraph 11, hereof.

(D) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(E) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(F) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

(G) No tractors, trucks, trailers or other like vehicles may be parked overnight on any of the streets,roads or lots in this Subdivision.

5. WELL WATER

No individual well will be permitted on any lot or within this Subdivision, except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State of Florida Department of Environmental Regulation, its successors and assigns.

6. OBSTRUCTIONS TO SIGHT LINES

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the Street property lines and a line connecting them a points twenty—five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the Street property lines extended. The same sight lines limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. EASEMENTS

All easements for utilities, drainage rights of way and other purposes shown on the plat of SUNNY HILLS UNIT as recorded in Plat Book Pages through inclusive of the Public Records of Washington County, Florida, are hereby reserved as perpetual easements for utilities and drainage installations and maintenance, as provided for in the easements shown on said plat. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns, or any public utility using said area, all at the expense of the owner of such lot.

8. DRAINAGE

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

9. USE OF LAKES

All of the waters of the lakes shown on said property are dedicated to the joint use of the owners of lots abutting said lakes, and said owners shall have the right to full access, use and enjoyment of said lakes for all lawful purposes.

10. ADDITIONAL COVENANTS PERTAINING TO WATERFRONT LOTS

No boat landing, dock, pier, piling or other waterfront structures shall be constructed nor may any boat slip, canal or other waterway be dug or excavated into any waterfront lot unless and until plans and specifications thereof shall have been approved in writing by the Architectural Design Committee of the Subdivider, its successors or assigns. No lot or parcel shall be increased in size by filling in the waters on which it abuts. No sea wall shall be erected or constructed unless and until it shall have been approved in writing in all respects including, but not limited to its location, design, materials, structure and strength, as provided in Paragraph 11 by the Architectural Design Committee of the Subdivider, its successors or assigns.

11. ARCHITECTURAL DESIGN COMMITTEE

No building or structure shall be erected, placed or altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to conformity and harmony of design with existing structures in the Subdivision and as to structural engineering and design and as to the location of the building with respect to topography and finished ground elevation, by the Architectural Design Committee appointed by the Subdivider, its successors and assigns; provided, however, in the event such the Architectural Design committee is not in existence or fails to take official action with respect to approval or disapproval of any such design or designs, or location within thirty (30) days, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Architectural Design Committee, the floor areas and setback requirements of the building shall conform with the requirements contained in these restrictions.

12. DEFINITION OF SUCCESSORS AND ASSIGNS

As used in these restrictions, the words 'successors and assigns shall not be deemed to refer to an individual purchaser of a lot or lots in this Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the public records of Washington County, Florida, specifically referring to this provision of these restrictions.



13. DURATION OF RESTRICTIONS

These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until the 10/21/2010, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owner(s) of the lots, it is agreed to change said covenants in whole or in part; provided, however, the restrictions affecting waterfront lots may not be changed or amended without the vote of a majority of the owners of waterfront lots.

14. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the lot owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereto or to prevent the violation or breach of any of them. In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

15. SEVERABILITY

Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

16. ADDITIONAL RESTRICTIONS

The Subdivider may at any time in its discretion, which shall not be exercised unreasonable, amend any of the restrictions or covenants contained herein by later covenant, agreement for deed, or deed hereafter made, wherein the opinion of the Subdivider, great harm, injustice or damage would result to any person, natural or otherwise, by enforcement of these restrictions; or where an error, omission, or mistake has occurred in these restrictions or covenants; provided that any subsequent amendments to the restrictions or covenants contained herein shall not work to materially injure or diminish the rights of any other person, natural or otherwise, who shall be subject to the Deed Restrictions contained herein.

SUNNY HILLS SUBDIVISION

THE DELTONA CORPORATION \*  
A Delaware Corporation \*  
TO WHOM IT MAY CONCERN \*  
\*\*\*\*\*

DECLARATION OF RESTRICTIONS  
COMMERCIAL USE

**WHEREAS, THE DELTONA CORPORATION**, a Delaware corporation, hereinafter referred to as the Subdivider” is the owner of the following described property, situate, lying and being in Washington County, Florida; and

**WHEREAS**, the following described property is not subject to any restrictions and limitations of record; and

**WHEREAS**, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the following described property located in the SUNNY HILLS SUBDIVISION and to limit the use for which each and every of said properties located in the SUNNY BILLS SUBDIVISION is intended.

**NOW, THEREFORE**, the Subdivider does hereby declare that each and every of the following described property situated, lying and being in Washington County, Florida, to—wit:

SUNNY HILLS SUBDIVISION UNIT  
according to the plat thereof, recorded in  
Plat Book at Pages thru , inclusive, of the  
Public Records of Washington County, Florida.

(hereinafter referred to as the “property” or “said properties”)

are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to—wit:

1. USE RESTRICTION

Each and every of said properties located in Sunny Hills Subdivision Unit shall be known and described as Commercial Property, and said property or any building constructed thereon may only be used for the following purposes: Antique Shops; Apartments and Duplex Buildings;

The conducting of the business or profession of real estate broker or salesman, Builder, Contractor or Construction Company, Repairs or Renovator to real property and improvements, Painting, Interior Decorating, the Advertising of Land, Homes or any business or profession directly or indirectly competitive in any manner whatsoever to that of the Subdivision and sale of land, the construction business, the erection of homes, the marketing and selling of homes, and any and all improvements erected upon the subject property shall be restricted to the permissive uses hereinabove set forth and shall not be used to directly or indirectly house or provide space for any of the exclusions as set forth in this paragraph.

2. SETBACK RESTRICTIONS

- (A) No building shall be erected on any of said property nearer than 50 feet to the front property lines of said property; nor nearer to the side line on corners than 25 feet; nor nearer than 20 feet to the rear property lines of said property. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a property to encroach upon adjacent property or easement.
- (B) No lot as shown on this plat shall be divided or resubdivided unless both portions of said lot be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of a lot must extend from fronting street to existing rear property line.

3. NUISANCES, TRASH, ETC.

- (A) No noxious or offensive trade shall be carried on upon any property or portion of any property, or, shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (B) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any property or portion of any property, shall at any time be used as a residence, temporarily or permanently, nor shall any residence be permitted.
- (C) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any property, or portion of any property, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any property or portion of any property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any property or portion of any property.

- (D) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property or portion of any property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. This restriction shall not prohibit the operation of a bona—fide pet shop on said property.
- (E) No property, nor a portion of any property, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. No incinerator or similar device for the disposition of such material shall be allowed on any of said property.
- (F) No tractors, trucks, trailers or similar vehicles may be parked overnight on any of the streets, roads or properties in this Subdivision. This restriction shall not prohibit the overnight parking of delivery vehicles provided they are not visible to any adjacent Street, road or residential lot.
- (G) A suitable shrubbery screening shall be placed and maintained where said property abut residential property.

4. WELL WATER

No individual well will be permitted an any property except for irrigation, sprinkler systems, swimming pools or air conditioning. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State of Florida Department of Environmental Regulation, its successors and assigns.

5. OBSTRUCTIONS TO SIGHT LINES

No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner property within the triangular area formed by the Street property lines and a line connecting them a points twenty—five (25) feet from the intersection of the Street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. EASEMENTS

All easements for utilities, drainage rights of way and other purposes shown on the plat of SUNNY HILLS SUBDIVISION UNIT as recorded in Plat Book at Pages through inclusive, of the Public Records of Washington County, Florida, are hereby reserved as perpetual easements for utilities and drainage maintenance and installations as provided for in the easements shown on said plat. Any wall, fence, paving planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, all at the expense of the owner of such property.

7. DRAINAGE

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

8. ARCHITECTURAL DESIGN COMMITTEE

No building or structure shall be erected, placed or altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to conformity and harmony of design with existing structures in the Subdivision and as to structural engineering and design and as to the location of the building with respect to topography and finished ground elevation, by the Architectural Design Committee, (hereinafter referred to as the Committee), appointed by the Subdivider, its successors and assigns; provided, however, in the event such a Committee is not in existence or fails to take official action with respect to approval or disapproval of any such design or designs, or location within thirty (30) days, then such approval will not be required, provided that the design and location on the property conform to and are in harmony with the existing structures on similar properties in this Subdivision. In any event, either with or without the approval of the Committee, the floor areas and setback requirements of the building shall conform with the requirements contained in these restrictions.

9. DEFINITION OF "SUCCESSORS AND ASSIGNS"

As used in these restrictions, the words "successors and assigns shall not be deemed to refer to an individual purchaser of a lot, tract or other property in this Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Washington County, Florida, specifically referring to this provision of these restrictions.

10. DURATION OF RESTRICTIONS

Those covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until 10/21/2010, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the properties, it is agreed to change said covenants in whole or in part.

11. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the property owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereto or to prevent the violation or breach of any of them. In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any property any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

12. SEVERABILITY

Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

13. ADDITIONAL RESTRICTITONS

The Subdivider may at any time in its discretion, which shall not be exercised unreasonably, amend any of the restrictions or covonants contained herein by later covenant, agreement for deed, or deed hereafter made where, in the opinion of the Subdivider, great harm, injustice or damage would result to any person, natural or otherwise, by enforcement of these restrictions; or where an error, omission, or mistake has occurred in these restrictions or covenants; provided that any subsequent amendments to the restrictions or covonants contained herein shall not work to materially injure or diminish the rights of any other person, natural or otherwise, who shall be subject to the Deed Restrictions contained herein.