

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS the undersigned, SEBRING PARK PROPERTIES, INC., a Florida corporation, is the owner in fee simple title of the following described property:

All of Blocks A, B, and C, and Tract A, in Sebring Park Subdivision, according to the Plat thereof recorded in Plat Book 9, at Page 22, of the Public Records of Highlands County, Florida,

and in desirous of placing protective covenants and restrictions on the above described property;

NOW THEREFORE, in consideration of the premises and the benefits to be derived by the undersigned and all subsequent grantees of the undersigned from the provisions hereof, the undersigned do hereby by these presents make, declare and impose upon said described land the following restrictions, covenants and easements which shall be and constitutes covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon persons claiming under it and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property, or any part, parcel or portion thereof, to wit:

1. All the lots in Block A, B, and C shall be residential lots and shall be limited to single-family their heirs, personal representatives, successors and assigns of said property, or any part, parcel or portion thereof, to wit:

1. All the lots in Block A, B, and C shall be residential lots and shall be limited to single-family residential use only.

a) Every residence shall contain a minimum of 600 square feet which shall exclude car portes, garages, open porches or screened porches.

b) Every residence shall be so constructed that

the finished floor elevation shall be not less than 45 feet above Mean Sea Level.

c) In Blocks A, B, and C, inclusive, no structure, building, or any part thereof, including garages, car portes and porches shall be located or erected closer than 25 feet from the front boundary line, which front boundary line is the boundary abutting the road; nor closer than 25 feet to the rear boundary line; nor closer than 10 feet from all side boundaries, which are not water-front. In the event any side boundary is water-front, then in such case the set-back shall be 25 feet.

d) With respect to Lots 52, 53, and 54 in Block C, notwithstanding the rear-set-backs above specified, the rear set-backs of these three lots, which rear set-backs lie on the Northerly side of such lots, shall be 15 feet rather than 25 feet. All other set-backs applicable to these lots shall be the same as specified in subparagraph c hereinabove.

2. Tract A is hereby designated for commercial use.

Such commercial use shall include the construction and operation of hotels, motels, general mercantile establishments, professional offices, recreation or sightseeing attractions, automobile service stations or garages, health spa or clinics, and the like.

3. No dwelling shall be occupied before completion of offices, recreation or sightseeing attractions, automobile service stations or garages, health spa or clinics, and the like.

3. No dwelling shall be occupied before completion of the exterior construction, unless written approval for such occupancy is first obtained from the subdivider. Prior to taking occupancy the owner shall and must connect his water service to the central water distribution system servicing the subdivision and shall pay a water connection fee of \$25.00 to the subdivider. He shall thereafter pay a minimum of \$3.00

per month for water service up to 5,000 gallons. Charges for water in excess of such minimum shall be in accordance with rates charged by similar installations. Said fees for water service shall be paid quarterly.

a) Nothing shall prevent the digging of wells for lawn sprinkling and the like, however, in all events an owner must nevertheless continue to purchase water from the central water distribution system, paying no less than \$3.00 per month therefor.

4. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. 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 excavations 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.

6. No wall or fence may be erected on any residential lot in the subdivision higher than 5 feet above finished grade or more than 6 feet above the elevation of the center of the adjoining street.

7. Easements are hereby expressly reserved for public lot in the subdivision higher than 5 feet above finished grade or more than 6 feet above the elevation of the center of the adjoining street.

7. Easements are hereby expressly reserved for public utilities, drainage purposes (including swails), and for access to canal banks for any necessary maintenance thereof, such easements being over, and across, all lots where such easements are shown on the plat of Sebring Park, by parallel broken lines; and all such easements are 10 feet in width, as shown on said plat. No lot in the subdivision shall be increased by the

construction of a sea wall or bulkhead, and no lot may be increased in size by filling in the water which it abuts.

8. No sea wall or bulkhead shall be erected or constructed to a height greater than the existing elevation of the property which it abuts. All owners shall, prior to commencing construction, first obtain written permission from the subdivider, or its successors and assigns, as to the design and materials to be employed in such sea wall or bulkhead, in order that there be no unsightly installations and to prevent such installations as would tend to create debris or hazards to boats due to poor design or construction.

9. No dock or mooring pile may protude or be located beyond the water front boundary of the lot, a distance of more than six feet; nor shall such dock be higher than the height limitation set in the prior paragraph for a sea wall or bulkhead.

10. The exterior of all houses must be completed within one year after construction of same shall have commenced, except where such completion has been prevented due to act of God, or national emergency, in which event same shall be completed as soon thereafter as is practicable.

(11) No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building, nor any house-boat, or other type boat, shall be used at any time as a residence

(11) No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building, nor any house-boat, or other type boat, shall be used at any time as a residence either temporarily or permanently in this subdivision. No house trailer or mobile home, or camper, or similar vehicle, and no house boat of any nature shall be permitted upon any lot, or its adjacent canal, whether or not used as a temporary or permanent residence. The subdivider, its successors and assigns,

reserve the right to grant exemptions to these prohibitions, when it, in its sole discretion, so elects.

12. In the event any vacant lot in the subdivision shall become so heavily grown with weeds and underbrush as to be unsightly and detrimental to the other lots in the subdivision, any owner, his agent or employee, shall be privileged to come on to said lot for the purpose of cutting the weeds and underbrush, provided however that the cost of same shall be borne solely by the owner or owners who perform such work, and the owner of the lot where the work was done shall not be liable therefor.

13. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot hereinabove described, except that dogs, cats, and other household pets may be kept, provided, that they are not bred or maintained for commercial purposes. For the purposes of these restrictive covenants, the keeping of chickens, ducks, geese, or other fowl or of hogs, goats or sheep shall be considered offensive activities, but this specification shall not exclude other offensive activities not herein set forth.

14. A residential site in Blocks A, B, and C may consist of one or more lots. All of one lot and part of another or contiguous parts of more than one lot, or any other combination of contiguous parts of lots, will form an integral unit of land

14. A residential site in Blocks A, B, and C may consist of one or more lots. All of one lot and part of another or contiguous parts of more than one lot, or any other combination of contiguous parts of lots, will form an integral unit of land suitable for use as a site for a residence, provided it extends from the street serving it to the rear boundary or to the water-front boundary, but no site shall have a street frontage of less width than is contained in the largest adjoining lot shown on the plat. No property in the subdivision shall be

sold, conveyed, or leased to any person having a record as a convicted felon, or of other bad character.

15. All septic tanks and drain fields shall be located within the street set-back areas with respect to all lots in Block A, B, and C.

16. All garages, carports and any subsequent additions to the dwelling shall be of the same kind of material as the construction of the original dwelling and same shall be substantial and conform architecturally with the original dwelling.

17. To assure that all construction shall be in accordance with these restrictions, all building plans must be submitted to the subdivider for review and approval prior to commencement of construction and the subdivider shall have 15 days to grant such written approval.

18. No property owner shall cause or permit the canal or lakes . . . of this subdivision to be in any way polluted.

19. In the event of the violation or breach of any of these Restrictions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceeding, the undersigned or lot-owners, or any of them, generally or severally, shall have the right to proceed at law through or under the undersigned, or by virtue of any judicial proceeding, the undersigned or lot-owners, or any of them, generally or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, and in addition to the foregoing right, whenever there shall have been built on any lot of the subdivision any structure which is in violation of these Restrictions, to enter upon the property where such violation exists and summarily abate or remove same at the

include all grantees to whom the Subdivider first conveys the land herein described, or any part thereof, and the grantee's heirs, executors, administrators, successors and assigns, and all parties claiming by, through or under such grantee.

IN WITNESS WHEREOF, SEBRING PARK PROPERTIES, INC., a Florida corporation, has hereto caused these presents to be executed by its proper officers, and its corporate seal to be affixed, this 28th day of September, 1970.

In the presence of:

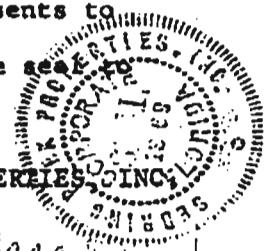
SEBRING PARK PROPERTIES, INC.

Richard M. Dash

By Richard M. Dash
President

Sheldon N. Lelchuk

Attest: Sheldon N. Lelchuk
Secretary



STATE OF FLORIDA)
 ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 28th day of September, 1970, before me personally appeared RICHARD M. DASH and SHELDON N. LELCHUK, President and Secretary respectively of SEBRING PARK PROPERTIES, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein stated and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

for the uses and purposes therein stated and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

272478

Sheldon N. Lelchuk
Notary Public

FILED AND RECORDED

My Commission Expires:

DEC 2 12 07 PM '70 - 74

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 20, 1974
ISSUED THROUGH FRED W. DIESTELHORST

EARL J. BLOOM
HIGHLANDS COUNTY, FLA.



Recorded
6,500
State
Sur
Int. Tax

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, SEBRING PARK PROPERTIES, INC., a Florida corporation were the owners of the following described properties:

All of Blocks A, B, and C, and Tract A, in Sebring Park Subdivision, according to the Plat thereof recorded in Plat Book 9, at Page 22, of the Public Records of Highlands County, Florida, and

WHEREAS, by instrument entitled Declaration of Restrictions, dated September 28, 1970 and recorded in Official Records Book 369, at Page 153 of the public records of Highlands County Florida, certain restrictive covenants running with the land were imposed upon the above described property, and

WHEREAS, the undersigned desires to amend and alter the said Declaration of Restrictions above described, and

WHEREAS, the undersigned deems this amendment to be advisable and practicable, to encourage and promote the orderly development of the subdivision,

NOW, THEREFORE, the undersigned being the present owner of more than 75% of the lots and lands above described, do hereby alter and amend the above described Declaration of Restrictions, by adding the following additional restriction:

"25. When and if a sewage collection system shall be constructed in the subdivision, then each and every owner shall be required to connect into such system, and thereafter to abandon such septic tank as shall have been previously in service; and shall pay such charges for the service provided by the said sewage collection system as shall be customary and in accordance with constructed in the subdivision, then each and every owner shall be required to connect into such system, and thereafter to abandon such septic tank as shall have been previously in service; and shall pay such charges for the service provided by the said sewage collection system as shall be customary and in accordance with charges prevailing for like systems."

Except as herein amended, the said Declaration of Restrictions hereinabove referred to shall continue and remain in full course and effect.

IN WITNESS WHEREOF, SEBRING PARK PROPERTIES, INC., a Florida corporation, has hereunto caused these presents to



be executed by its proper officers, and its corporate seal to be affixed, this 18th day of May, 1971.

In the presence of:

SEBRING PARK PROPERTIES, INC.

Lawrence J. Blanton

By Richard M. Dash
President

Sheldon H. Lelchuk

Attest: Sheldon H. Lelchuk
Secretary

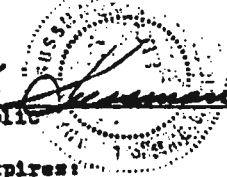


STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 18th day of May, 1971, before me personally appeared RICHARD M. DASH and SHELDON H. LELCHUK, President and Secretary respectively of SEBRING PARK PROPERTIES, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein stated and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

Lawrence J. Blanton
Notary Public



My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION RENEWS DATE 12-31-74
POWER BY INDETERMINATE TERM

6-24-74

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION RENEWS DATE 12-31-74
POWER BY INDETERMINATE TERM

6-24-74

278121

FILES AND RECORDED

MAY 26 10 07 AM '71

REG. CLERK
HIGHLANDS COUNTY, FLA.