ORANGE BLOSSOM GARDENS

The Active Adult Community

NOTICE OF RULE CHANGE

TO: All owners of lots in Orange Blossom Gardens subdivision, Units 1 through 9, inclusive

YOU ARE HEREBY notified pursuant to Section 723.037, Florida Statutes (1987) of a proposed change in the rules and regulations governing your lot. Under the Restrictive Covenants applicable to your lots, we as the Developer reserve the right to establish rules and regulations covering the utilization of the lots in order to maintain the aesthetic qualities of the subdivision. By virtue of that authority, the following rule is hereby imposed:

> All outside structures for storage or utility purposes must be attached to the home. No boats, recreational vehicles, or trucks of ¾ ton size and up shall be parked, stored or otherwise remain on any lot or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.

The date of this notice is March 20, 1989, and this proposed rule will go into effect 90 days from such date. This notice affects all homeowners in Orange Blossom Gardens subdivision, Units 1 through 9, inclusive. In Unit 10 and those units platted thereafter, this rule was imposed as a part of the Restrictive Covenants. It is the intent of this proposed rule change to make this Restriction uniform throughout the entire Development.

Orange Blossom Hills, Inc.

By: _____
H. Gary Morse

#10 Paradise Drive Lady Lake, Florida 32659-9559 904/753-2270

Unit L 5

84 23218

O.R. BOOK 812 PAGE 2051

Rec 21.00

ORANGE BLOSSOM HILLS, INC., A FLORIDA CORPORATION

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

ORANGE BLOSSOM GARDENS, UNIT NO. 5, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 27, Pages 11 and 12, of the Public Records of Lake County, Florida.

ORANGE BLOSSOM HILLS, INC., a Florida corporation, (hereafter referred to as "Developer"), the owner of all the foregoing described lands, does hereby impress on said lands the covenants, restrictions, reservations and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein the following definitions shall apply:

1.1 DEVELOPER shall mean and refer to ORANGE BLOSSOM HILLS, INC., a Florida corporation, its successors and assigns.

1.2 SUBDIVISION shall mean and refer to the above described Plat of ORANGE BLOSSOM GARDENS, UNIT NO. 5.

1.3 LOT shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation.

1.4 HOME shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower, and kitchen sink, all connectable to sewerage and water facilities, and which has had its axle and wheels removed and which is permanently affixed to the real property.

1.5 OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Plat.

2. USE OF PROPERTY:

All land included in the Subdivision shall be used for residential purposes only and shall be subject to the following restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

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2.1 To maintain the aesthetic qualities desirable in a first class Subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer. The minimum size home allowable is 672 sq. ft.

2.2 There shall be only one Home on each Lot. Only double-wide homes, at least 24 feet wide, exclusive of any carport, storage room, screen room or other appurtenances, shall be placed on lots numbered 613 through 721, inclusive. Said Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to place, level, and hook up the Home on the Lot, at the sole cost and expense of the Owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the location and utility connections of the Home will be permitted except with the written consent of Developer.

2.3 Each Home shall be skirted in a manner as may be required by the Developer so as to make all of the skirting in the Subdivision aesthetically compatible. In addition thereto each Lot must contain a paved driveway and the lawn must be seeded or sodded and a lamp post light erected in the front yard of each Lot.

2.4 All outside structures for storage or utility purposes must be attached to the Home. The Developer has designated suitable areas for the maintenance and repair of boats, automobiles, accessories and other equipment.

2.5 Commercial or professional activities may not be conducted in a Home or on a Lot.

2.6 It shall be the responsibility of Owners to keep their Lots neat and clean and the grass cut and edged at all times. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.7 A sign showing the Owner's name will be permitted according to common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.8 No aerials or antennas of any kind are permitted in the development.

2.9 No fence of any kind or nature shall be placed on the property without prior written consent of the Developer and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners.

2.10 Exterior lighting other than the lamp post light required by Section 2.3 must be attached to the Home and shaded so not to create a nuisance to others. No security light poles may be erected.

2.11 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purposes of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

2.12 All Owners shall notify the Developer when leaving their property for more than a seven (7) day period and shall simultaneously advise the Developer as to their tentative return date.

2.13 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept at a moderate level from 10:00 P.M. to 8:00 A.M.

2.14 Developer reserves the right to control all peddling, soliciting, selling, deliveries and vehicular traffic within the Subdivision.

2.15 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said Lots and common amenities by the Owners in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in said Subdivision. Said rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

2.16 Only one dog may be kept by any Owner, provided, however, that at all times said animal, when not within the confines of the Home, shall be restrained by a leash.

2.17 All garbage will be contained in plastic bags prescribed by the Developer.

2.18 No children under the age of 19 years will be permitted to live in the Subdivision however, children will be permitted to visit for periods not to exceed thirty (30) days maximum during each calendar year.

2.19 The hanging of clothes on clothes lines or poles is strictly prohibited.

2.20 Window air-conditioners are strictly prohibited; only central air-conditioners are permissible.

3. BUILDING AND SET BACK RESTRICTIONS:

Owner agrees that the Lot shall be subject to the following building and setback restrictions: A front setback of a minimum of 21 feet; a side setback of a minimum of 5 feet, except for corner Lots which shall set back 21 feet on the side street; and a rear setback of a minimum of 7 1/2 feet.

4. EASEMENTS AND RIGHTS-OF-WAY:

4.1 Easements and rights-of-way in favor of the Developer reserved for the construction, installation and maintenance of utilities such as electric as may be necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a 5 foot width along the rear and dividing lines of every building plot and along every street, road or highway fronting on said Lot.

4.2 Developer reserves the right to change, extend or close any streets or roads in said Subdivision or to cut new street or roads, provided such change or changes shall not interfere with ingress or egress to the property of any Owner or alter the size of said Lot.

5. SERVICES TO BE PERFORMED BY DEVELOPER:

5.1a The Developer shall maintain perpetually the recreational facilities and common grounds.

5.1b Upon acquiring any interest as to an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Developer, its successor or assigns, as governed by the Public Service Commission. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established and regulated by the Florida Public Service Commission, pursuant to Florida Statutes, Chapter 367.

5.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 5.1a above, in the sum of $69.00 per month. The maintenance sum set forth herein is limited to the Owner first purchasing a lot from Developer. In the event the Owner transfers, assigns or in any manner conveys its interest in and to the Lot and/or Home, the new Owner shall be obligated to pay the prevalent maintenance sum that is then in force and effect for all new Owners of Lots in ORANGE BLOSSOM GARDENS. Included within the charge or assessment shall be the maintenance of all intersection street lights and the maintenance of all recreational facilities erected by the Developer.

5.3 The monthly assessment or charge set forth in Paragraph 5.2 above is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. There shall be an adjustment in the monthly assessment or charge in three years and every three years subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three years from said date and each subsequent three year period. Each adjustment shall be in effect for the intervening three year period.

5.4 Each Owner agrees that as additional facilities are requested by the Owners, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 2/3 of the Owners approving such additional facilities and commensurate charges therefor, that the monthly assessment as provided for in Paragraph 5.2 shall be increased accordingly. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each Lot owned by the Developer.

5.5 Said monthly charges for services described in Paragraphs 5.1a and 5.1b above, shall be paid to Developer, or its designee each month to insure the services provided herein.

5.6 The monthly charges for services described in Paragraphs 5.1a and 5.1b above, shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said Lot is vacant or occupied.

5.7 Owner does hereby give and grant unto the Developer a continuing Lien in the nature of a mortgage upon the Lot of the Owner, in the event the monthly charge is not paid when due, which Lien shall be prior and superior to all other liens

and encumbrances, except any institutional first mortgage. This Lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or other action to enforce the provisions of this Lien, including appeals, the Developer shall be entitled to recover reasonable attorneys' fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Lot and the improvements thereon, originally granted to and owned by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

5.8 Purchasers of Lots, as same are defined herein by the acceptance of their deeds, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth in this Paragraph 5; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by Owners as provided for herein.

5.9 Purchasers of Lots further agree, by the acceptance of their deed, and the payment of the purchase price therefor, acknowledge that said purchase price was solely for the purchase of the said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title, claim or interest in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive owner of said facilities.

5.10 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the streets and other portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a Third Party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

6. SALE OF PROPERTY:

6.1 No property may be sold or transferred by an Owner without first giving written notice to the Developer. However, this restriction shall in no way or manner whatsoever apply to a Transfer to a member of the immediate family. By "immediate family" is meant spouse, parents, children, brothers, sisters or grandchildren. Owner shall within five (5) days of the receipt of a bona fide offer to purchase his Lot, transmit to the Developer a true and correct copy of said offer to purchase.

6.2 The Developer or its designee, shall thereupon have the first option to purchase the Lot of the Owner upon the same terms and conditions as offered to the third person. Developer shall have fifteen (15) days from the receipt of the copy of the offer to purchase to exercise this option. If a sale is made by an Owner without complying with the provisions herein, the Developer shall have the option to purchase the property in accordance with the terms of the original offer within sixty (60) days after receiving actual notice of said transfer or sale of said property.

7. ENFORCEMENT:

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Costs of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit.

8. INVALIDITY CLAUSE:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

9. DURATION:

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2020 (except as elsewhere herein expressly provided otherwise). After January 1, 2020, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes.

DATED the 18th day of July, 1984.

Witnesses:

Marion M. Becker

Rhoda Mabry

ORANGE BLOSSOM HILLS, INC.

By: H. Gary Morse

H. Gary Morse, Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of July, 1984 by H. Gary Morse, the Vice President of Orange Blossom Hills, Inc., a Florida corporation, on behalf of the corporation.

Marion M. Becker

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 16,1987
BONDED THRU GENERAL INS. UND.

1210UNIT5:061384:42

THIS INSTRUMENT PREPARED BY:
RICHARD A. MORRISON, ATTORNEY AT LAW
MORRISON & BURNSED
A PROFESSIONAL ASSOCIATION
POST OFFICE DRAWER 1357, LEESBURG, FLORIDA 32748

RETURN TO
RICHARD A. MORRISON
ATTORNEY AT LAW
POST OFFICE DRAWER 1357
LEESBURG, FLORIDA 32748