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

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BOOK 824 PAGE 1685

ORANGE BLOSSOM HILLS, INC., A FLORIDA CORPORATION

TO THE PUBLIC

Rec 21.00

DECLARATION OF RESTRICTIONS RELATING TO:

ORANGE BLOSSOM GARDENS, UNIT NO. 6,
a subdivision in Lake County, Florida,
according to the plat thereof recorded in
Plat Book 27, Pages 23 et seq.,
of the Public Records of Lake County, Florida.

ORANGE BLOSSOM HILLS, INC., a Florida corporation, (hereinafter 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. 6, recorded in Plat Book 27, Pages 23 et seq., of the Public Records of Lake County, Florida.

1.3 LOT shall mean and refer to any plot of land showed 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 connectible to sewerage and water facilities, and which has had its axles 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.

DEC 5 10 30 AM '84

2. USE OF PROPERTY:

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

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 connectible to the sewerage and water facilities provided by the Developer. The minimum size home allowable is 672 sq. feet.

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 738 through 801, 877 through 890, 944 through 957, and 1009 through 1072, 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 the 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 and/or professional activities may not be conducted in a Home or on a Lot.

2.6 It shall be the responsibility of the 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 in 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 approval of the Developer and no hedges shall be allowed to grow in excess of 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 must be attached to the home and shaded so as 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 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 on a moderate level from 10:00 PM to 8:00 AM.

2.14 Developer reserves the right to control all peddling, soliciting, selling, delivery 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 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 of 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 and placed curbside no earlier than the day before scheduled pick-up.

2.18 No children will be permitted to live in the Subdision under the age of 19 years; however, children will be permitted to visit 30 days maximum each year.

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

2.20 Window air-conditioners are strictly prohibited and only central air-conditioners are permissable.

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-way in favor of the Developer reserved for the construction, installation and maintenance of utilities such as electric light lines, drains, water supply lines, telephone and telegraph lines or the like 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.

3.2 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 the Owner or alter the size of said Lot.

4. SERVICES TO BE PERFORMED BY DEVELOPER:

4.1a The Developer shall perpetually maintain the recreational facilities and common grounds.

4.1b Upon acquiring any interest as 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 successors 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 Statues, Chapter 367.

4.2 Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 4.1a above, in the sum of $ 69.00 per month. The maintenance sum set forth herein is limited to the Owner named herein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Lot and/or Home, the new Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for all new Owner(s) 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.

4.3 The monthly assessment or charge set forth in Paragraph 4.2 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 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.

4.4 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 therefore, that the monthly assessment as provided for the Paragraph 4.2 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.

4.5 Said monthly charges for services described in Paragraphs 4.1a and 4.1b above, shall be paid to Developer, or its designee each month to insure the services provided herein.

4.6 The monthly charges for services described in Paragraphs 4.1a and 4.1b 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.

4.7 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 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 foreclosures 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, orginally 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.

4.8 Purchasers of Lots, as same are defined herein by the acceptance of their dead, 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 4; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking in 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.

4.9 Purchasers of Lots, further agree, by the acceptance of their deeds, and the payment of the purchase price therefore, 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 or 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.

4.10 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.

5. SALE OF PROPERTY:

5.1 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.

5.2 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 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.

6. 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 fees, shall be paid by the party losing said suit.

7. 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.

8. 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 of part, said covenants, restrictions, reservations and servitudes.

Dated this 19th day of November, 19 84.

ORANGE BLOSSOM HILLS, INC.

Witnesses:

Elizabeth L. Ogden

Kirsten L. Ogden

By: H. Gary Morse
H. Gary Morse, Vice President

STATE OF FLORIDA

COUNTY OF LAKE

Sworn to and subscribed before me this 19th day of November, 19 84, by H. Gary Morse, Vice President, Orange Blossom Hills, Inc.

Kirsten L. Ogden
NOTARY PUBLIC
My Commission Expires: 7/31/88

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