

DECLARATION OF COVENANTS AND RESTRICTIONS  
WORTHINGTON PLACE, PHASE III

REC 21.00  
TF 3.00

98 23594

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KNOW ALL MEN BY THESE PRESENTS:

That ASHWORTH PROPERTIES, the owner of the tract of land known as WORTHINGTON PLACE, PHASE III a subdivision in Lake County, Florida, according to the Plat thereof, filed and recorded in Plat Book 39 Page 56 Public Records of Lake County, Florida, does by this instrument create and establish certain restrictive covenants, conditions, and reservations, more particularly hereinafter set forth, and does not impress the title to the lots described in said Subdivision with said restrictive covenants, conditions and reservations.

Any references hereafter to a lot, block or parcel shall mean a reference to Worthington Place, Phase III more fully described herein above.

Now, therefore, the undersigned owner of the property included in said Subdivision, does hereby impress, place upon and declare the title to the lands in said Subdivision, subject to the following stated restricted covenants, conditions and reservations.

1. All land included in Worthington Place, Phase III shall be used for single family residential purposes only, except such lots, blocks, or parcels as may be designed for other purposes conducive to the best interest of the property owners in said Subdivision as determined by Ashworth Properties, its successors or assigns.
2. There shall be no signs of any kind erected or maintained except that at any one time there may be placed on a lot or in one of the windows of a house erected on a lot one (1) sign advertising the subject lot for sale or rental; provided that the said sign shall be tasteful in appearance and shall not be of a size greater than two (2) feet tall by two (2) feet wide.
3. No mobile home shall be placed on any lot.
4. No fences shall be constructed on any lot except fences which shall be located no closer to the front lot line than the wall of the house which is constructed closest to the rear lot line. Moreover, no fence shall be constructed which shall be of height greater than six (6) feet from the ground.
5. No boat houses, boat slips, or boat covers shall be permitted whatsoever.
6. No pets are allowed other than domestic pets, and they must be kept on a leash when off the property of the pet owner.
7. All clothing or other articles to be dried outside of enclosed structures must be hung on folding drying racks, which drying racks must not be visible from the front yard of the lot where the folding drying rack is located.
8. Each lot shall meet all applicable County and Municipal zoning requirements as to minimum living area, elevations, and building setbacks. Notwithstanding any governmental requirements, however, all houses shall have a minimum of 900 square feet of living area plus a one (1) car enclosed garage.
9. No travel trailers, recreational vehicles, luggage or camper trailers, tractor trailers, commercial vehicles, objectionable or junky vehicles, motor vehicles of any size larger than three-quarter (3/4) ton or unduly noisy two, three or four wheeled vehicles shall be allowed to remain on any lot. However, pick-up trucks of three quarter (3/4) ton or less size, even those used by lot owners in their own work for commercial purposes, shall be permitted to be parked on lots. Boats and boat trailers are not allowed to be parked in front yards or on the street.
10. No automobile or other motor vehicles shall be repaired or overhauled on the lots or premises.
11. No use shall be made of lots which constitute or cause a nuisance to surrounding lots or to the owners thereof, such as offensive odors, loud noises, unusual traffic, or offensive lighting.

RECORDED  
RECORD VERIFIED  
LAKE COUNTY, FL  
APR 28 1998

ROBERTS & LAW, P.A.  
ATTORNEYS AT LAW  
P.O. BOX 57  
GROVELAND, FL 34736

12. All driveways must be concreted from garage to blacktop.
13. All lots must have a minimum of 5,000 S.F. of sod.
14. All lots must have foundation shrubbery.
15. No out buildings of any type will be permitted unless approved by Ashworth Properties in writing.

16. The occupants and owners of lots are charged with the reasonable appearance and care of their properties (yard and home), and no boxes, refrigerators, washers, or items of junky nature shall be allowed outside of the utility room or home. If after ten (10) days written request and notice to properly maintain and care for their properties, such work or removal shall not be done, Ashworth Properties reserves the right to enter upon any such lot, block or parcel to cut grass, remove rubbish, weeds, trash, or other unsightly or objectionable items and otherwise to care for said lot and to charge lot owner(s) reasonable charges therefor. Once Ashworth Properties has conveyed all lots in the Subdivision, and three (3) of the then lot owners in the Subdivision shall have the rights to give said notice, perform the cleaning and maintenance, and charge therefor. Owners of the respective lots in said Subdivision, or their heirs, successors, legal representatives, grantees or assignees, who may acquire title to any lot, block or parcel of land within the Subdivision, do hereby give and grant unto Ashworth Properties or, alternately, to any three (3) then lot owners, in the event Ashworth Properties shall have conveyed all lots in the Subdivision, a lien upon the respective lot(s) of owners for such charges as are referred to herein above and actually incurred. And the party of parties who shall have incurred the said charges shall have the right to enforce the payment of the charge(s) as in the foreclosure of a mortgage; and all costs hereof shall be paid by the delinquent lot owner, including a reasonable attorney's fee.

17. The lots in said Subdivision shall be subject to easements for all utility lines, including power, light, water, telephone, sewer, and TV cable, as required and as may be shown on the Plat of the Subdivision.

18. No lot owner shall grant any easement to any other person for obtaining the right-of-way for access to canals or lakes adjoining said property, nor shall any lot owner sub-divide or sell any portion of his lot.

19. Responsibilities For The Surface Water Management System:

a) Definitions

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

b) Duties of Association

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

c) Covenant for Maintenance Assessments for Association

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

d) Easement for Access and Drainage

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

e) Amendment

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

f) Enforcement

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restriction which relate to the maintenance, operation and repair of the surface water or stormwater management system.

g) Swale Maintenance

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the Drainage Swale is located.

h) Vegetative Natural Buffer

There shall be set aside a permanent vegetative buffer ("Buffer") ranging from 30 to 52 feet wide, over that portion of the property shown on the Plat as "*vegetative natural buffer*". This Buffer extends across lots 111 to 123 inclusive. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavation; planting, sodding or removing vegetation, irrigation or construction of fences which impede the flow of surface water.

No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the Buffer is located.

20. If any lot owner or persons in possession of any of said lots shall violate, or attempt to violate, any of the covenants, conditions, and reservations herein, it shall be lawful for any person or persons owning real property in said Subdivision, or Ashworth Properties to prosecute any proceeding 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.

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21. Ashworth Properties hereby reserves and shall have the right in its discretion alone, so long as it shall own any lot in the Subdivision, to do as follows:

- a) To amend these covenants, conditions, and reservations for the purpose of curing any ambiguity and/or any inconsistency among or between the provisions contained herein;
- b) To include in any contract or deed or instrument hereinafter made, any additional restrictive covenants, conditions, and reservations applicable to said land which does not lower the standard of the covenants, conditions, and reservations herein contained;
- c) To release any building lot from any part of the covenants, conditions, and reservations which have been violated, if Ashworth Properties in its judgment alone, determines such violation to be a minor or insubstantial violation

22. So long as Ashworth Properties owns one (1) or more lots in the Subdivision, no property owner, without the prior written approval of Ashworth Properties may impose any additional covenants, conditions, or reservations on any part of the land shown on the plat of the Subdivision.

23. After Ashworth Properties has conveyed all lots in the Subdivision, the owners of at least seventy-five (75%) percent of the lots within the Subdivision may rescind, change or amend any provision of this declaration of restrictive covenants, conditions, and reservations, in whole or in part, by executing a written instrument in recordable form setting forth such amendments and having the same duly recorded in the Public Records of Lake County, Florida. A proposed amendment may be instituted by petition signed by the then owners of at least fifteen (15%) percent of the lots in the Subdivision. A written copy of the proposed amendment shall be furnished to each lot owner at least thirty (30) days prior to a designated meeting to discuss such particular amendment. Said notifications shall contain a recitation that sufficient notice has been given as above set forth, and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever, and all such parties shall have full right to rely upon said recitation and such recorded amendment.

24. This declaration of restrictive covenants conditions and reservations shall run with and bind the land and shall inure to the benefit of those who purchase lots from Ashworth Properties, its successors and assigns.

25. The invalidation of any provision or provisions of these restrictive covenants, conditions, and reservations shall not affect or modify any of the other provisions of said covenants, conditions, and reservations, which shall remain in full force and effect.

In witness thereof, the owner, Ashworth Properties has caused this instrument to be executed this 30 day of March, 1998

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Ashworth Properties

[Signature] Pres  
Jack Schoenthaler, President  
SCHOENTHALER

WITNESSES:

[Signature]  
BEVERLY S. STAPLES

[Signature]  
BARBARA L. HODGES

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30th day of March, 1998, by Schoenthaler,  
Jack Schoenthaler, President of Ashworth Properties, who is personally known to me ✓ ~~OR IDENTIFICATION~~  
~~produced~~ xxxxx

[Signature]  
Signature Notary Public, State of Florida



Barbara L. Hodges  
MY COMMISSION # CC667271 EXPIRES  
October 10, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

Printed Name Notary Public, State of Florida

THIS INSTRUMENT PREPARED BY:  
Jack Schoenthaler  
81 North Carol Avenue  
Mascotte, Florida 34753