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DECLARATION OF RESTRICTIONS OF

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WORTHINGTON PLACE, PHASE ONE

RECORDED
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LAF
Oct 14 12 4 21 PM '94

KNOW ALL MEN BY THESE PRESENTS:

THAT LIFESTYLE BUILDERS OF ORLANDO, INC., the owner of the tract of land known as WORTHINGTON PLACE, PHASE ONE, A SUBDIVISION IN Lake County, Florida, according to the plat thereof, filed and recorded in Plat Book 35, Page 43, 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 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 ONE, 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 restrictive covenants, conditions and reservations.

1. All land included in WORTHINGTON PLACE, PHASE ONE, shall be used for single-family residential purposes only, except such lots, blocks, or parcels as may be designated for other purposes conducive to the best interest of the property owners in said Subdivision as determined by LIFESTYLE BUILDERS OF ORLANDO, INC., 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, however that 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 a height greater than six (6) feet from the ground.

5. No boat houses, boat slips, or boat covers shall be permitted whatsoever. Boat docks shall be permitted provided they extend no more than fifty (50) feet horizontal distance from the water's edge into the lake.

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.

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 approval by LIFESTYLE BUILDERS OF ORLANDO, INC. 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 a 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, LIFESTYLE BUILDERS OF ORLANDO, INC. 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 LIFESTYLE BUILDERS OF ORLANDO, INC. has conveyed all lots in the Subdivision, any 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 LIFESTYLE BUILDERS OF ORLANDO, INC. or, alternately, to any three (3) then lot owners, in the event LIFESTYLE BUILDERS OF ORLANDO, INC. 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 or 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 the purpose of obtaining a 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. 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 LIFESTYLE BUILDERS OF ORLANDO, INC. 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.

20. LIFESTYLE BUILDERS OF ORLANDO, INC. 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 LIFESTYLE BUILDERS OF ORLANDO, INC. in its judgment alone, determines such violation to be a minor or insubstantial violation.

21. So long as LIFESTYLE BUILDERS OF ORLANDO, INC. owns one (1) or more lots in the Subdivision, no property owner, without the prior written approval of LIFESTYLE BUILDERS OF

ORLANDO, INC., may impose any additional covenants, conditions, or reservations on any part of the land shown on the plat of the subdivision.

22. After LIFESTYLE BUILDERS OF ORLANDO, INC. has conveyed all lots in the Subdivision, the then 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.

23. 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 LIFESTYLE BUILDERS OF ORLANDO, INC., its successors and assigns.

24. 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 WHEREOF, the owner, LIFESTYLE BUILDERS OF ORLANDO, INC., has caused this instrument to be executed this 14th day of October, 1994.

LIFESTYLE BUILDERS OF ORLANDO, INC.

[Signature] Pres
JACK SCHOENTHALER, PRESIDENT

WITNESSES:

[Signature]

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14 day of October, 1994, by JACK SCHOENTHALER, President of LIFESTYLE BUILDERS OF ORLANDO, INC., personally known to me _____ identification produced Florida Drivers License.

[Signature]
Signature Notary Public, State of Florida

May S. Berryman
(Printed Name Notary Public)

