

DEED OF RESTRICTIONS

GAC PROPERTIES INC.  
TO  
ALL FUTURE OWNERS OF LAND IN  
POINCIANA SUBDIVISION  
POLK COUNTY, FLORIDA

WHEREAS, GAC PROPERTIES INC., a Florida corporation, is the owner and developer of certain lands situated in Polk County, Florida, and known and designated as POINCIANA SUBDIVISION; and

WHEREAS, GAC PROPERTIES INC., ("Grantor") desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the said Poinciana Subdivision:

NOW THEREFORE, the said Grantor does establish the following restrictions for Poinciana Subdivision according to the Plat thereof recorded in/Plat Book 52 at Pages 8-55 and Plat Book 53 at Pages 1-49 of the Public Records of Polk County, Florida, as above described, and said Subdivision shall be subject to the following conditions and restrictions:

GENERAL CONDITIONS

1. All restrictive covenants, listed and/or contained herein are subject, in all instances, to compliance with State of Florida and County of Polk health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when the said State and County requirements exceed the requirements of the Restrictions contained herein.

2. These restrictive covenants, easements, reservations and requirements upon the lands within said Subdivision and any amendments thereto shall run with the land and remain in full force and effect until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of lot owners voting on due notice in writing, but in no event less than 10% of the entire body of eligible property

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owners on the day the vote is taken, in said Subdivision on January 1, 1992, or at the end of each successive ten (10) year period thereafter, said owners agree to change said covenants in whole or in part for the best interests of the Subdivision, at which time the modifications to said covenants shall be evidenced by the recording in the office of the Clerk of the Circuit Court of Amendment to Deed of Restriction setting forth such amendments. At any time prior to January 1, 1992, and without the necessity of obtaining consent of any prior grantees of lands in POINCIANA sold by Grantor, GAC PROPERTIES INC., such Grantor reserves the exclusive right to amend this Deed of Restrictions as it may affect any lands then remaining owned by GAC PROPERTIES INC., or its successors or assigns, in fee simple, or to remove said lands completely from the effect thereof, subject only to the requirements of Paragraphs 5 and 6, below. Such reserved right of amendment shall not extend to any lots in any block in which Grantor does not then own the title to all lots in said block.

3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both. The party bringing the action or suit shall be entitled to recover, in addition to cost and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the service of his attorney.

4. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

5. Grantor reserves the right to file subsequent Deeds of Restrictions regulating the use to which the various lots in said Subdivision can be put and establishing zones and designating lots as to zones for the purpose of establishing minimum size buildings to be located thereon.

6. The Grantor, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these covenants

and restrictions, and use restrictions subsequently filed, by filing an amendment thereto upon the Public Records of Polk County, Florida, as more particularly set forth in Paragraph 2 above. Such right of amendment shall not be inconsistent with the requirements of this planned unit community as approved by the Board of Commissioners of Polk County.

7. It is an additional covenant and condition to the ownership of lands in POINCIANA Subdivision, as now platted, and as to lands in subsequent plats of annexed lands thereof, that Grantor may exclusively in its own right at any time in the future, pursuant to the rights herein reserved, create an Owner's Association which shall affect all properties in said POINCIANA Subdivision, and to which provisions all future property owners agree to be bound, for themselves and as a charge and duty of each said property owned, or to be owned by them, which provisions shall become effective immediately upon the happening of the recordation, by Grantor or its assignee, of the Charter or Articles of Incorporation and Bylaws of such Owner's Association, all among the Public Records of Polk County. Grantor reserves such exclusive right, for itself and its assignee, to impose the effect of such Owner's Association on all the lots of POINCIANA Subdivision, whether owned by or previously conveyed by Grantor until and including January 1, 1992, by recording such documents, as aforesaid.

8. The said Owner's Association shall have the right to own and take title to common areas not previously dedicated and accepted by the Public such as roads, streets and other ways, greenways, drainage ways, retardation areas, open space and the like, and to designate improvements to be constructed on any of said lands which it may own at such time, or subsequently acquire. It shall have the right to assess the costs of such improvements to the owners of all lots in POINCIANA Subdivision and subsequent annexations thereto. Such rights of assessment shall include charges for maintenance of such improvements. All assessments shall be fairly apportioned over all the lots in the Subdivision and such assessments shall be paid by the lot owners in convenient installments as the Association may direct.

If such assessments be not promptly paid, they shall be secured by the charge of a lien on the lot or lots of each owner who shall have become delinquent, which if not paid, may be foreclosed after 90 days, after same is outstanding, in the same manner as provided under Florida law for the foreclosure of mortgages.

9. Until Grantor shall file said Charter or Articles of Association among the Public Records of Polk County, thereby making same effective, Grantor shall have the right at any time to charge the owners of all lots previously sold, and of lots sold thereafter, a maintenance fee of \$ 10.00 per month, or any other sum fairly and equitably prorated among all POINCIANA lot owners for maintaining community improvements, including appropriate subsidies to utilities where same have been installed but no buildings have been constructed on individual lots. Such charges for utility subsidies shall commence in the month following the date the main extensions of the water and sewer utility pass the lot owner's homesite, but in no event prior to January 1, 1992, unless improvements are completed when the lot is deeded to owner. The Grantor or its assigns shall have the right at any time to increase such charges by a reasonable amount to be determined in its sole discretion based on current costs and expenses. The above payment shall be due and payable to the Grantor or its assigns in advance on or before the first day of each calendar year.

10. Grantor may elect to cease collection of such maintenance fee, or to assign such fee as it deems appropriate, upon the formation of the Owner's Association or incorporation of a legal and representative community with elected officials drawn from the community at large and elected by a majority of lot owners of this Subdivision, voting at said election, one vote per lot.

11. The laws of the State of Florida and County of Polk as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

12. Grantor has contracted with GAC Utilities Inc. of Florida for the extension of water and sewer lines as and when required by appropriate Governmental authorities. Grantor has further contracted with such Utility to collect from each lot owner a main extension fee predicated upon a portion of the cost of installation of the utilities at the time the installation of distribution or collection lines passes the property of the lot owner. Grantor has further agreed with such Utility to institute an installment prepayment collection of such main extension fee at a monthly rate of \$ 10.00, payable annually, commencing as to each lot owner, the month next following the contract date for full payment of lot owner's obligation to Grantor for the purchase of the lot or on the (number of month) monthly anniversary of the contract, whichever is later, where full collection of the main extension fee has not previously been made. Such installment payments are to continue until lot owner has incurred the obligation for full payment of such fee, as hereinbefore set forth, or until such installments collected are equal to the then estimated main extension fee to be charged such lot owner. The main extension fee is currently calculated, as of January 1, 1971, to be Eight Hundred Fifty Dollars and No/00 (\$850.00), but is subject to escalation due to increased construction costs.

13. Definitions -

- (a) Local Street - Interior subdivision street which provides access to residential lots (residential lots front on local streets). Local streets have 40' - 60' right-of-ways.
- (b) Continuing Local Street - Street which connects local streets within a limited area (i.e. Neighborhood). Continuing local streets have an 80 foot right-of-way.
- (c) Collector Street - Street which connects continuing local streets (collects neighborhood traffic for inter-neighborhood travel). Collector streets have a 150 foot right-of-way.

- (d) Arterial Street - Major throughway for travel inside and outside the development. Arterial streets have a 200' - 300' right-of-way.
- (e) Conventional Lot - Rectangular or conventionally shaped lot.
- (f) Flag Lot - Rectangular or conventionally shaped lot (body of flag) with an access appendage (stem of flag) forming the general shape of a flag.

RESTRICTION A  
UNIFORM GENERAL REQUIREMENTS

1. The laws and ordinances of the State of Florida and Polk County, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

2. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, or quasi-public, as well as for any public or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to front and rear ten (10) feet of every lot, except the single family residential cluster lots and duplex cluster lots, which shall have a rear easement of five (5) feet, and seven and one-half (7½) feet along the side of every building plot, except along the lot line common to a flag lot stem and a conventional front lot, and ten (10) feet along every street of the Subdivision. In addition to the above, there shall be an additional temporary construction easement abutting the exterior sides of each easement herein granted. Said temporary construction easement shall be for the purpose of providing access during the construction of utility improvements and shall terminate upon the completion of improvements. Said easement shall be of unlimited width, except that same shall approach no closer than five (5) feet to any structure existing at time of construction. Along curved blocks, overhead utility lines are permitted beyond the front

and rear ten (10) foot easement, not to exceed five (5) feet beyond said ten (10) foot easement, to the extent necessary to service all lots in a particular block. Overhead service wires are permitted across corners of rear yards where side lot lines do not join in the rear at a common corner.

3. Plans and specifications for all residential, industrial, commercial or other structures, driveways, culverts, curbs, gutters, storm sewers, paving and structures must be submitted to Grantor, or its duly delegated and authorized Architectural Control Committee, for written approval as to quality of workmanship and materials, harmony of external design, aesthetic effect, size and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of said Subdivision. Building permits must be obtained from the proper Polk County authorities. Grantor's failure to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute its approval thereof.

4. No signs of any kind shall be exhibited in any way on or above the property of said Subdivision, including any and all signs to be painted on any side or face of structure, without written approval and obtaining a permit from Grantor or its duly authorized agent. Grantor reserves the right to issue permits for the erection of certain signs on a temporary basis which would vary from the usual norm of other signs. All permits will be issued to owners only.

5. No husbandry of either animals or fowls shall be conducted or maintained in said Subdivision; provided, however, that house pets only shall be excluded from this restriction.

6. No fence or hedge shall be erected or maintained on the property of this Subdivision which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the GAC PROPERTIES INC.'s Subdivision. For this purpose, a hedge or fence shall be maintained at no greater height than six (6) feet, and no wall or fence shall be erected or placed within the front setback lines of any lot, unless said wall

or fence shall be ornamental and a desirable feature and shall not in any manner impair the general scheme of the Subdivision area. The Grantor may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by Grantor, or its duly authorized agent.

7. No house trailers or mobile homes shall be allowed on any of the said lots, except as may be subsequently allowed in areas zoned for mobile homes. No lot shall be used as junk yard or auto graveyard. No trucks or house trailers of any kind shall be permitted to be parked in the Subdivision for a period of more than four (4) hours, unless the same is present in the actual active continuous construction or repair of buildings, trailers shall not be used for living purposes. No other vehicle shall be used for living purposes, except as allowed in areas zoned for mobile homes. No trucks shall be parked overnight in areas zoned Residential.

8. No structures shall be constructed, dug, or excavated into any of the greenways, retardation areas, or canals until plans for same have been approved in writing by Grantor, or its duly authorized agent. Likewise, no vehicle or structure shall be placed in the waterways adjacent to or within the Subdivision which will impede navigation or restrict freedom of movement of other vehicles. No boat, houseboat, or other vessel shall be used as a place of abode or dwelling within the community.

9. All buildings shall be connected at the owner's expense with central water and sewer utilities within ninety (90) days after when made available. Incidental utility or service structures, and detached garages, shall not be required to make such utility connections. However, wells may be maintained for outside use, including watering of lawns, swimming pools, etc., subject to approval of duly constituted public health authorities and/or public utility.



10. No property shall be used for a real estate office, excepting only by written approval of Grantor.

11. First floor elevation for all structures must be a minimum of eighteen (18) inches above the crown of the road on which the structure fronts, or has access to, unless this requirement is waived by the Grantor or his agent and Polk County.

12. The Grantor may form or cause to be formed one or several general or special improvement or service districts for the purpose of providing for the construction of street lighting, pedestrian ways, common parking areas, and for the care and maintenance of common open spaces, parks, greenways, drainageways, pedestrian ways and beautification. These districts shall arrange for and defray costs of said care and maintenance by equitable assessments on lot holders. Such districts may cease to exist if at any time any municipality, County, or other public body or improvement district shall assume said care and maintenance.

13. At such time as a deed is delivered to the purchaser of a lot, it shall be mandatory for such purchaser to join an Owner's Association if such association has previously been created by Grantor for such purpose. The jurisdictional boundaries of the Owner's Association shall be determined by the compulsory building areas; these areas can encompass a block, neighborhood, village, or the entire development; as these areas expand, the Association will expand to encompass them. The Boundaries may also include any other areas in POINCIANA Subdivision or annexations thereto specifically designated by Grantor.

14. No lots set forth in the recorded Plat or subsequent recorded Plats of POINCIANA can be divided or re-subdivided unless all the divided portions thereof are added to the adjacent lots to create larger adjacent contiguous ownerships, and it is further provided that no lots may be subdivided so as to create a violation of any of the restrictions herein established.

15. No parking is permitted in the traveled section of any roadway or street.

16. If Grantee's property is described in the original Agreement for Deed with Grantor, as lying within any Compulsory Building Area, the property so deeded shall be fully improved, and Grantee, or his heirs, successors or assigns, shall have agreed to commence construction of a residence, as otherwise controlled herein, no later than eighteen (18) months after delivery of such deed. The Grantee, his successors and assigns (Buyer) shall have further agreed that if he fails to commence construction, he shall accept relocation to another area outside of the compulsory building area of a lot of equal value and which may be available, by exchanging deeds with Grantor to accomplish same. A court of equitable jurisdiction may be requested to enforce this agreement for exchange at any time upon Grantee's default, upon a petition to do so by Grantor.

RESTRICTION B

RESIDENTIAL DWELLINGS

In addition and supplemental to the Uniform General Restrictions, the following restrictions, reservations and easements shall apply to and govern the erection and maintenance of single, duplex and multiple dwellings:

1. Residential lots are categorized as follows:

A. Single Family

(1) Conventional

a. Front lot

b. Flag lot

(2) Large Lot

(3) Oversize Lot

(4) Cluster Lot

B. Two Family Lot

(1) Duplex

(2) Duplex Cluster Lot

C. Multi-Family

All residential dwellings (exclusive of carport, breezeways, garages, utility rooms, open patios and porches), shall contain minimum livable interior floor area according to the following schedule:

<u>Type Lot</u>	<u>Minimum Floor Area</u>
A. Conventional Lot (flag)	800 square feet
B. Large Lot	1,000 square feet
C. Oversize Lot	1,200 square feet
D. Cluster Lot	700 square feet
E. Two-Family Duplex Lot	1,200 square feet
F. Two-Family Duplex Cluster Lot	1,200 square feet

2. When residential lots have access from more than one street, vehicular access must be from the minor street only.

A. Single Family

(1) There shall not be erected or maintained on the property of that part of this Subdivision which is designated herein exclusively for single family residential purposes, any structure of any kind other than a one-family dwelling and suitable accessory building, such as garage or carport for not more than two cars. No garage or accessory buildings shall be used as living quarters, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on rear half of lot or attached to the house.

(2) Conventional Front Lot - No structure shall be erected on a single family residential conventional front lot on less than one (1) lot or its equivalent of 7,500 square feet. No building shall be located on any lot closer than twenty-five (25) feet to the front lot line or closer than twenty (20) feet to the rear lot line, or closer than seven and one-half (7½) feet to the interior side lot line, except that the interior side yard setback adjacent to a flag lot stem may be two and one-half (2½) feet if a vehicle storage structure is part of the residence closest to such stem. No building on a corner lot shall be constructed closer than fifteen (15) feet to a continuing local street or collector street. No building on a double frontage lot shall be located closer than twenty-five (25) feet to a rear lot line.

For the purposes of these covenants, open or screened porches, garages, carports, boathouses, or any other ancillary structure, except roof overhangs less than two and one-half (2½) feet shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

(3) Conventional Flag Lot - No structure shall be erected on a single family residential flag lot on less than one (1) lot or its equivalent of 7,500 square feet. The front lot line is that portion of the lot which abuts the greenway, golf course, open space or waterway. When more than one side of the lot abuts a greenway, the front lot line is defined as the lot line abutting the major greenway.

No building on any lot shall be closer than twenty-five (25) feet to the front property line or closer than twenty (20) feet to the rear lot line, or closer than seven and one-half (7½) feet to the interior side lot line. No building shall be constructed closer than fifteen (15) feet to a continuing local street or closer than fifteen (15) feet to a minor greenway when the lot abuts greenways on more than one lot line.

For the purposes of these covenants, open or screened porches, garages, carports, boathouses, or any other ancillary structure except for roof overhangs less than two and one-half (2½) feet shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways which shall be restricted by easements and rights-of-way of record.

(4) Large Lot - No structure shall be erected on a single family residential large lot on less than one (1) lot or its equivalent of 8,000 square feet. No building shall be located on any lot closer than twenty-five (25) feet to the front lot line or closer than forty (40) feet to the rear lot line, or closer than seven and one-half (7½) feet to the interior side lot line, except that the interior side yard setback adjacent to a flag lot stem is two and one-half (2½) feet, if a vehicle storage structure is part of the residence closest to such stem. No building on a corner lot shall be constructed closer than fifteen (15) feet to a continuing local street or collector street.

No building on a double frontage lot shall be located closer than forty (40) feet to a rear lot line.

For the purposes of these covenants, open or screen porches, garages, carports, boathouses, or other ancillary structures, except roof overhangs less than two and one-half ( $2\frac{1}{2}$ ) feet, shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

(5) Oversize Lot - No structure shall be erected on a single family residential oversize lot on less than one (1) lot or its equivalent of 12,000 square feet. No building shall be located on any lot closer than thirty (30) feet to the front lot line or closer than forty (40) feet to the rear lot line, or closer than ten (10) feet to the interior side lot line, except that the interior side yard setback adjacent to a flag lot stem is two and one-half ( $2\frac{1}{2}$ ) feet if a vehicle storage structure is part of the residence closest to such stem. No building on a corner lot shall be constructed closer than twenty (20) feet to a continuing local street or collector street. No building on a double frontage lot shall be located closer than forty (40) feet to a rear lot line.

For the purposes of these covenants, open or screened porches, garages, carports, boathouses or any other ancillary structure, except roof overhangs less than two and one-half ( $2\frac{1}{2}$ ) feet, shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

(6) Cluster Lot - No structure shall be erected on a single family residential cluster lot on less than one (1) lot or its equivalent of 6,000 square feet. No building shall be located on any lot closer than twenty-five (25) feet to the front lot line or closer than five (5) feet to the rear lot line, or on an interior lot (not a corner lot) closer than seven and one-half ( $7\frac{1}{2}$ ) feet to one side

property line. The two and one-half (2½) feet dimension shall be on the right hand side of the lot as it faces the local street. In any two (2) contiguous cluster lots, the two and one-half (2½) foot side yard setback in one lot shall be adjacent to the twelve and one-half (12½) foot side yard setback in the other lot, so that no two (2) structures shall be closer than fifteen (15) feet. The entire fifteen (15) feet minimum distance between buildings (2½ feet on one lot and 12½ feet on the other lot) will comprise an easement. No building on a corner lot shall be constructed closer than fifteen (15) feet to a continuing local street or collector street.

For the purposes of these covenants, open or screen porches, garages, carports, boathouses, or any other ancillary structure, except roof overhangs less than two and one-half (2½) feet, shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

B. Two Family

(1) Duplex Lot - No structure shall be erected or maintained on a residential duplex lot on less than one (1) lot or its equivalent of 7,500 square feet, and no structure may be erected in this Subdivision unless it is exclusively used for single family residential or two family residential purposes or is a suitable accessory building such as a garage or carport.

No garage or accessory building shall be used as living quarters, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on rear half of lot or attached to the house. No building shall be located on any lot closer than twenty-five (25) feet to the front lot line or closer than twenty (20) feet to the rear lot line or closer than seven and one-half (7½) feet to the interior side property line. No building on a corner lot shall be constructed closer than fifteen (15) feet to a continuing local street or a collector street. No building on a double frontage lot shall

be located closer than twenty-five (25) feet to a rear lot line.

For the purposes of these covenants, open or screened porches, garages, carports, boathouses, or any other ancillary structure except roof overhangs less than two and one-half ( $2\frac{1}{2}$ ) feet shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

(2) Duplex Cluster Lot - No structure shall be erected or maintained on a residential duplex cluster lot on less than one (1) lot or its equivalent of 6,000 square feet, and no structure may be erected in this Subdivision unless it is exclusively used for single family-residential or two family residential purposes or is a suitable accessory building such as a garage or carport.

No garage or accessory building shall be used as living quarters, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on rear half of lot or attached to the house. No building shall be located on any lot closer than twenty-five (25) feet to the front lot line or closer than five (5) feet to the rear lot line or closer than seven and one-half ( $7\frac{1}{2}$ ) feet to the interior side property line. No building on a corner lot shall be constructed closer than fifteen (15) feet to a continuing local street or a collector street.

For the purposes of these covenants, open or screened porches, garages, carports, boathouses, or any other ancillary structure, except roof overhangs less than two and one-half ( $2\frac{1}{2}$ ) feet, shall be subject to setbacks herein established. This restriction shall not apply to boathouses adjacent to waterways, which shall be restricted by easements and rights-of-way of record.

C. Multiple Family

All multiple family dwellings shall provide off street parking space for a minimum of one and one-half ( $1\frac{1}{2}$ ) cars per dwelling or family unit. Multiple family dwellings must have a minimum of 20,000 square feet land area and a width of 100 feet plus 2,250 square feet

in area and fifty (50) feet in width per apartment in excess of four (4).

No multi-family structure may be constructed closer than thirty-five (35) feet to any street. Property lines adjacent to other residential uses, shall be adequately screened with landscaping or fencing.

Minimum residential gross floor area will be four hundred fifty (450) square feet for each multi-family unit.

RESTRICTION C

COMMERCIAL

In addition and supplemental to the Uniform General Restrictions, the following restrictions, reservations and easements shall apply to and govern the erection and maintenance of Commercial Buildings, all of which are limited and restricted to those sections and areas of POINCIANA Subdivision as are zoned for that purpose:

1. No building shall be constructed closer than twenty (20) feet from any dedicated street lot line or twenty-five (25) feet from any rear or side lot line which abuts a non-commercial use. Each building shall provide offstreet parking space in the ratio of not less than one parking space of a minimum of two hundred (200) square feet for each four hundred (400) square feet of gross leasable area in the building. The front and rear setback areas may be utilized for parking.

2. As part of the construction of each building erected in a Commercial area of POINCIANA Subdivision, there shall be included a sidewalk in front of such building of eight (8) foot minimum width, which sidewalk, or such part thereof as shall be required for such purpose, may extend into the dedicated street right-of-way in front of such building. Likewise, as part of the construction of each building, there shall be constructed concrete curbing and gutters, and storm sewers, plus that portion of the unpaved street fronting on each such building, lying between the side curb and gutter and



the street, as paved by Grantor, shall be paved. All of the construction required by this Paragraph shall be at the expense of the lot owner and shall be paid for by the lot owner at the prevailing rate, concurrently with the erection of a building or buildings. It is further understood that lot owners who erect buildings on only a fractional portion of a lot must provide the herein above-detailed curbs, sidewalks, gutters and paving for the entire lot.

3. Restrictions for areas zoned commercial:

(a) The use restrictions hereby and hereafter imposed by GAC PROPERTIES INC. on areas designated Business B shall be as follows: retail businesses or services; parking lots and parking garages; hotels, offices, banks, theatres; wholesaling; dry cleaning plants; newspaper offices, printing establishments; public buildings; gasoline service stations; funeral parlors; auto sales and repair service; bus terminals, truck terminals; tourist courts, motel and apartment motels; cold storage plants, milk and soft drink bottling and distribution plants, baking establishments; radio or television studios and transmission towers; recreation and entertainment facilities; or any other business the operation of which is not noxious, offensive, or injurious to the properties or the occupants thereof in districts of higher restrictive classifications by reason of the emission of odor, dust, dirt, smoke, gas, fumes, ciners, noise, refuse matter, vapor, vibration, radioactive or other similar substance or conditions; provided, however, that site development plans accompany the use application for building permits and use and plans are approved by the Grantor and Planning Commission.

(b) All structures erected must be of a permanent building material and must include adequate toilet facilities for owners and/or occupants and their employees. No building shall be used or occupied as living quarters except bona fide hotels and motels.

(c) All buildings erected by the owner of only (1) lot must be built flush to both of its side lot lines. All buildings erected by owners of two (2) or more contiguous lots must be built with at least one of its sides flush with a side lot line, and if it is not built

flush to the side lot lines of both end lots, the minimum width that can be left vacant must be at least eighteen (18) feet to permit the erection of another acceptable building at a later date.

(d) When and where the use of a party wall is not in conflict with the laws and regulations governing fire protection, party walls are permissible by the mutual consent of all parties concerned.

4. No vehicular parking shall be allowed on the front building setback twenty (20) foot portion of any lot unless provisions are established, to the satisfaction of the Grantor and the Osceola County Planning Department, to prevent the vehicles departing such premises from backing onto the traveled portions of adjacent streets. In all such departures, the vehicles must use only Grantor and Planning Commission approved exits.

5. In commercial areas, there shall be no "on-street" parking unless the width of the finished pavement shall be at least thirty (30) feet.

In residential areas "on-street" parking shall be allowed only for temporary visitor parking and in such areas no parking shall be allowed on the paved or traveled portion of the roadway.

IN WITNESS WHEREOF, GAC PROPERTIES INC. has caused these presents to be signed by its duly authorized corporate officers and its corporate seal to be affixed thereto at Miami, in the County of Dade and State of Florida, this 30<sup>th</sup> day of June A.D.,



Andrew Miller  
Assistant Secretary

GAC PROPERTIES INC.

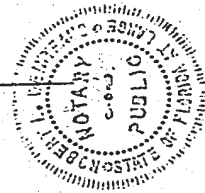
By Robert R. Young  
Vice President

STATE OF FLORIDA:  
COUNTY OF DADE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert R. Young and Gretchen Mielke, Vice President and Assistant Secretary, respectively, of GAC PROPERTIES INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing DEED OF RESTRICTIONS, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed, as such officers duly authorized, affixed the corporate seal thereto, and same is the act and deed of said Corporation.

WITNESS MY HAND AND SEAL at Miami, in the County of Dade and State of Florida, this 30<sup>th</sup> day of June, 1971.

*[Signature]*  
Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JULY 1, 1972

This Instrument Was Prepared By:  
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FILED, RECORDED AND  
RECORD VERIFIED  
PAUL VAUGHN, CLK. CIR. CT.  
POLK COUNTY, FLA.  
BY *[Signature]* D.C.