

12-50

THE DELTONA CORPORATION \*  
A DELAWARE CORPORATION \*  
TO WHOM IT MAY CONCERN \*  
\* \* \* \* \*

BOOK 569 PAGE 351

DECLARATION OF RESTRICTIONS  
GREEN BELT

5895

WHEREAS, THE DELTONA CORPORATION, a Delaware Corporation,  
hereinafter referred to as "The Subdivider" is the owner of the following  
described property, situate, lying and being in MARION COUNTY, FLORIDA, to-wit:  
Being Tracts A-C-D-G-H-J-K-M-R-S-V-W-X-Y-Z AND "AA"

FILED  
12/15/50  
CLERK OF COUNTY COURT  
MARION COUNTY, FLA.

Located in MARION OAKS UNIT SEVEN, according to the plat  
thereof, recorded in Plat Book 0, at Pages 140  
thru 153 inclusive, of the Public Records of MARION  
COUNTY, FLORIDA,

and:

WHEREAS, the property above described is not subject to any  
restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place  
restrictions and limitations of record as to the aforementioned tract, located  
in MARION OAKS UNIT SEVEN, and to limit the use for which the aforementioned  
tract, located in MARION OAKS UNIT SEVEN, is intended.

NOW, THEREFORE, the Subdivider does hereby declare that the  
aforementioned tract, located in the following described property, situate,  
lying and being in MARION COUNTY, FLORIDA; to-wit:  
Being Tracts A-C-D-G-H-J-K-M-R-S-V-W-X-Y-Z AND "AA"

Located in MARION OAKS UNIT SEVEN, according to the plat  
thereof, recorded in Plat Book 0 at Pages 140  
thru 153 inclusive, of the Public Records of MARION  
COUNTY, FLORIDA,

are hereby restricted as follows, and all of which restrictions and limitations  
are intended to be and shall be taken as consideration for any agreement for deed  
or any deed or conveyance hereafter made, and one of the express conditions  
thereof, and that said restrictions and limitations are intended to be, and  
shall be taken as covenants to run with the land, and shall be as follows to-wit:

1.01 Uses Prohibited

No residential or commercial use of these tracts shall be permitted; except that  
Tracts Z and A-A may be used for ingress and egress of service vehicles to the  
abutting County Road, but shall be limited to only one driveway per adjoining  
Lot.

This Instrument Was Prepared By:  
WAYNE L. ALLEN, Attorney,  
3250 S. W. 3rd Avenue  
Miami, Florida 33129

BOOK 569 PAGE 352

1.02 Uses Permitted

All uses shall be permitted that are consistent with providing to MARION OAKS Subdivision recreational facilities; parks; woodlands; public utilities; including accessory buildings, underground or overhead communications; electrical; gas and/or water transmission or distribution systems; water collection wells; sewage collection system and sanitary effluent spray irrigation systems, including equipment appurtenant thereto; and other uses for the public health or welfare and community facilities beneficial to MARION OAKS Subdivision.

2.01 Setback Restrictions

On all tracts, no structure shall be erected on any of said tracts nearer than twenty-five (25) feet to the street lines of said tracts; nor nearer than ten (10) feet to any residential lot line.

3.01 New Material

Every structure placed on any tract shall be constructed from new material, unless the use of other than new material shall have received the written approval of the Architectural Design Committee.

4.01 Purpose

One of the express purposes of these deed restrictions is to preserve the natural character of said tracts. Hence, any activity conducted upon any tract covered by these deed restrictions which tend to materially destroy the natural character thereof is prohibited.

4.02 Minerals

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

5.01 Easements

All easements for utilities, drainage canals and other purposes shown on the plat of MARION OAKS UNIT (7), recorded in Plat Book      0, Pages 140 thru 153, inclusive of the Public Records of MARION COUNTY, FLORIDA, are thereby reserved as perpetual easements.

BOOK 569 PAGE 353

5.02 Drainage

No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

6.01 Definition of "Successors and Assigns"

As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a tract or tracts in this subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of Marion County, Florida, specifically referring to this provision of these restrictions.

7.01 Duration of Restrictions

These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until the 15th DAY OF MAY, 2003, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the tracts, it is agreed to change said covenants in whole or in part; provided, however, any revision or alterations of the restrictions affecting Section 1.01 and 1.02 pertaining to permitted uses shall require the approval of the Marion County Commissioners.

8.01 Remedies for Violations

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors and assigns, and the tract owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right whenever there shall have been built on any tract any structure which is in violation

BOOK 569 PAGE 354

of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

9.01 Severability

Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

BOOK 569 PAGE 355

IN WITNESS WHEREOF, the Subdivider, a Delaware Corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida, this 17<sup>th</sup> day of May, 1973.

THE DELTONA CORPORATION (CORP. SEAL)

By James E. Vensel  
ITS SENIOR VICE PRESIDENT

ATTEST:

Wayne L. Allen  
ITS ASSISTANT SECRETARY

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

I HEREBY CERTIFY that on this 17<sup>th</sup> day of May, 1973, before me personally appeared JAMES E. VENSEL AND WAYNE L. ALLEN, Senior Vice-President/ and Assistant Secretary respectively, of the DELTONA CORPORATION, a Delaware Corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day, month, and year last aforesaid.

Dorlene M. Friedman  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES AUG. 16, 1978  
Bonded Thru General Insurance Underwriters.

Filed and recorded JUN 5 1973 in B. R. Book 569 Page 351  
Record Verified, John F. Nicholson, Clerk of Circuit Court, Marion Co. Fla.  
By E. I. Jones D. C.