

Notice of Restrictions on Real Estate

Know All Men By These Presents:

Whereas, Chelsea Woods of Tusawilla Homeowners Association (CWHOA), Inc., a Florida corporation entity with interest in the property defined as:

All of the lots in Tusawilla Unit 14-A according to the plat thereof as recorded in Plat Book 32, pages 21-24 of the Public Records of Seminole County, Florida; and all of the lots in Tusawilla Unit 14-B according to the plat thereof as recorded in Plat Book 37, pages 6-10 of the Public Records of Seminole County, Florida.

And

Whereas, CWHOA desires that all of the above described real property be subject to like restrictions for the mutual benefit and protection of itself and all persons, both real and corporate, who own, purchase, or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof.

Now, Therefore, in consideration of the premises, CWHOA does hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding upon said CWHOA and upon each and every person, both real and corporate, who or which shall now own or acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns, said restrictions, reservations and conditions being as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall have a private garage for at least two and not more than four cars. All garages constructed shall have a side or rear entry only. Garage doors shall front the closest side lot line or rear lot line only; no garage door may face any street.
2. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. The Architectural Control Committee is composed of members of the CWHOA Board of Directors or their designated representatives. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
4. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days, approval will not be required and the related covenants shall be deemed to have been fully complied with. In the event a construction plan, location plan, or building specification for a building or structure contains a violation or violations of these covenants, the Architectural Control Committee shall have the right at

214115

1998 JUN -8 11:10:04

RECORDED & VERIFIED

MARYANNE MOSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

(12) MICHAEL S. BLAKE

any time to release such lot or portions thereof from such parts of the provisions of any of said covenants as are violated, provided, however, violations of any said covenants except as to violations they, in their sole discretion, determine to be minor, and the power to release any such lot or portion thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.

5. Except for residences constructed on corner lots, the rear and both sides of all other residences may have exterior construction of concrete block, wood frame or similar construction detail. On corner lots, all residences including detached structures may use standard concrete block or wood frame only on the side of the structure not facing a street; the exterior construction on the front of all residences and on the side of residences located on corner lots that do face the street, shall either be small concrete block, brick stucco, frame, stone or combination thereof, except that a large concrete block may be used if the same is of a type designed to simulate wood siding. The ground floor area, exclusive of open porches and garages, shall be not less than 1800 square feet of living area for a one-story dwelling, nor less than 1100 square feet of living area on the ground level for a two or two and one-half story dwelling, provided said dwelling has a minimum of 1800 square feet of living area over all.
6. No dwelling shall be constructed on a plot having an area of less than 15,000 square feet, and such plot shall be not less than 80 feet in width at the front building set-back line. No dwelling shall be erected nearer than 35 feet to the front lot line nor farther than 60 feet from the front lot line. No dwelling shall be erected nearer than 30 feet to the rear lot line. No dwelling shall be erected nearer than 10 feet to any side lot line. The minimum distance between any and all dwellings shall be 20 feet. On corner lots, no dwelling shall be erected nearer than 25 feet to a lot line facing a street.
7. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, as a residence or for protection of recreational vehicles either temporarily or permanently.
8. Any temporary building such as a utility shed, green house, or boat cover, etc. shall be constructed of materials similar to the house construction. Any temporary building must also receive the Architectural Control Committee's approval, as per paragraph #4.
9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
10. No sign shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or any sign permitted by law.
11. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the street. There shall be no burning of the trash or any other waste materials.
12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of

the street property lines extending. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No fence or wall other than a split-rail fence shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Prior to construction of any fence or wall, owner shall obtain approval of plans for fence or wall from the Architectural Control Committee. The maximum height of any fence or wall shall be 8 feet.
14. Any swimming pool constructed on any lot shall be subject to the following restrictions, reservations and conditions:
 - A) Construction may be only of concrete or a concrete-type material.
 - B) The outside edge of any pool wall may not be closer than 4 feet to the walls of the house.
 - C) No pool wall may be constructed or placed closer than 15 feet to the sides and rear lot lines.
 - D) No pool may be constructed within (recorded) designated utility or drainage easements.
 - E) No screening of pool may be constructed or placed nearer than 10 feet to the sides and rear lot lines.
15. No air conditioning units, either central or wall units, water softeners or propane tanks shall be placed on the front of any dwelling or otherwise placed or located so as to be visible to or from any public street. If said units placed to the side or rear of any such dwelling, but is still visible to or from any public street, it shall be permissible to so locate said unit if same is screened or otherwise concealed with natural or permanent fencing or walls.
16. All communications equipment, including antennas, satellite dishes, etc. shall be hidden from view of any roadway to the maximum extent possible.
17. Tree houses or platforms of a like kind or nature shall not be constructed on any part of a lot.
18. The current homeowner shall maintain their lot in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, then CWHOA, its successors and/or assigns, shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid by the owner of such lot. If not paid by said owner within (thirty) 30 days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of said, CWHOA, or its successors and/or assigns.
19. All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling.
20. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision. Recreational vehicles, to include campers, boats, motor homes, shall be kept in the rear or side of the house and shall be

adequately screened from view from all adjacent properties, as well as from the street fronting said property.

21. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of a flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
22. Where a building has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that same constitutes a violation or violations of any of the above covenants, the Architectural Control Committee, made up of selected members of CWHOA Board of Directors or their designated representatives, its successors and/or assigns, shall have the right at any time to release such lot or portions thereof from such part of the provisions of any of said covenants as are violated, provided, however, that said Architectural Control Committee, its successors and/or assigns, shall not release a violation or violations or any said covenants except as to violations they, in their sole discretion, determine to be minor, and the power to release any such lot or portion thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.
23. Lots 116 to 169, 182 to 195, 198 to 209, 231 to 233, 259 and 261 will have a conservation easement along the rear and/or side portion of said lots. There shall be no structures of any kind, including fences, patios, pools, maintenance sheds or any other structures constructed within this easement. Within this easement, all trees and all natural ground cover shall remain, and only minor hand clearing will be allowed within this easement. This rear easement shall not be sodded or planted in grass or otherwise maintained as part of the developable yard of the owner of the lot. At least 90% of each lot's width within this easement shall remain in its natural state. The City of Winter Springs and utility companies will have the right to enter said easement to maintain the drainage or other utility facilities.
24. At any time the then owners of at least fifty-one percent (51%) of the lots may change these covenants in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Seminole County, Florida.
25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument be signed by a majority of the then owners of the land has been recorded, agreeing to change said covenants in whole or in part.
26. 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 violation or to recover damages. It is expressly understood and agreed that all costs, including reasonable attorney's fees incurred by any moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained in this Notice shall be borne in full by the defendant in such proceedings.

3438 1867

SEMINOLE CO. FL

27. Each lot owner by the acceptance of a Deed in the lands described herein expressly acknowledges that the Lot is located within City limits of the City of Winter Springs, Florida, and in accordance therewith is subject to all laws, ordinances, rules and regulations governing the use and occupancy of the Lot in accordance with applicable law. Each Lot owner acknowledges his ordinance, rule or regulation as it pertains to the use and development of the subject Lot.
28. CWHOA and all parties to this agreement and all subsequent parties to this Agreement agree that nothing herein shall be construed as a waiver of any section of the Code of Ordinances, City of Winter Springs, Florida.
29. Provisions shall be enforced by a court to the maximum possible extent. Invalidity of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
30. These restrictions replace and supercede any prior restrictions for all of the lots in Tuscawilla Unit 14-A according to the plat thereof as recorded in Plat Book 32, pages 21-24 of the Public Records of Seminole County, Florida; and all of the lots in Tuscawilla Unit 14-B according to the plat thereof as recorded in Plat Book 37, pages 6-10 of the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of JUNE, 1998.

WITNESSES:

CHELSEA WOODS OF TUSCAWILLA HOMEOWNERS
ASSOCIATION

[Signature]
MICHAEL S. BLAKE, 711 CAMDEN ST.
[Signature]
THOMAS W. O'CONNELL
Prepared by: 1718 SENeca BLVD

BY: [Signature] President
JAMES P. MATHEWS, 1824 SENeca BLVD.
ATTEST: [Signature] Secretary
ADELE PORZIO, 1785 SENeca BLVD

Robert A. Rohlfing
1724 Seneca Boulevard
Winter Springs, FL 32708

STATE OF FLORIDA
COUNTY OF SEMINOLE
Sworn to or affirmed, and subscribed
before me this 5 day of JUN, 1998
By: JAMES P. MATHEWS
[Signature]
Notary Signature

