

DEED OF RESTRICTIONS
VILLAS DEL CASTILLO, A SUBDIVISION

TO ALL PRESENT AND FUTURE OWNERS OF lots and parcels located in that subdivision in the county of Osceola, State of Florida known as VILLAS DEL CASTILLO, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Osceola County, Florida, in Plat Book 5, Pages 182.

WHEREAS, the undersigned (herein called "Owner" or "Grantor") is the owner in fee simple of that certain real property located and situated in Osceola County, Florida, more particularly described in the attached "A".

AND, WHEREAS, the Owner desires at this time to place certain easements, restrictions and reservations upon the use of the hereinabove described real property.

NOW, THEREFORE, the Owner does hereby impose the following easements, restrictions and reservations upon the use of the hereinabove described real property as follows:

B. LAND USE

1. Single Family Residential Lots shall have a dwelling with a minimum of 1,500 square feet air conditioned/living area. 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 stories in height and a private garage for not less than one car.

2. All buildings shall be of new and durable good quality material and workmanship, subject to approval of the Architectural Control Committee.

3. After the start of any construction of any single family home or approved utility structure on any lot, said construction must proceed at a reasonable rate of progress and must be completed within twelve (12) months from the date of the start of construction permit issue.

4. No prefabricated or module type house or "sheds" shall be constructed or placed upon any lot without express approval of the Grantor herein, through the Architectural Control Committee.

5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C. ARCHITECTURAL CONTROL

1. Owner, its Representatives and Assigns reserve architectural approval of all construction plans, specifications, footing, elevations, setbacks, etc. These items will comply with minimums established by local, state and federal laws.

2. The Grantor shall give prompt approval or disapproval of plans, drawings and specifications submitted, and it is further provided that in the event neither approval nor disapproval is served upon the persons submitting such plans, drawings and specifications, at an address designated by them, within thirty (30) days of being so submitted, then such plans, drawings and specifications shall be deemed to be approved.

3. Appropriate submissions shall include a complete set of "working drawings".

4. No home shall be considered completed until its yard is reasonably landscaped. It must be maintained in a manner in keeping with the general character of the subdivision. Where any Owner neglects such maintenance, Grantor, or his authorized agent, reserves the right to effect such maintenance at a reasonable charge to the Owner. Any boundary wall, fence or hedge planned must be submitted to the Grantor for his written approval prior to construction (with the exception of pool enclosures).

D. BUILDING LOCATION - SINGLE FAMILY

1. Minimum 25-foot setback from front (street) and side (street) property lines. Minimum setback at rear to be twenty per cent (20%) of depth of lot.

2. Side setbacks to be ten per cent (10%) minimum of the width of the lot.

E. LOT PREPARATION

1. All lots shall be filled in keeping with the engineering drainage plan of development as approved by the South Florida Water Management District.

F. EASEMENTS

1. There shall be ten (10') foot utility easement on front of all lots and/or utility easement as required by Osceola County.

G. REFUSE DISPOSAL

1. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screening with appropriate materials or landscaped so as not to be visible from adjoining property or roadways.

H. SIGNS

1. No signs of any kind shall be displayed to the public view on any lot except the property Owner's name signs of not more than two (2) square feet, and/or one sign of not more than five (5) square feet advertising the property for sale or rent or any other sign approved by the Developer as long as it shall own property within the subdivision.

I. NUISANCES

1. Noxious or offensive activity shall not be allowed upon any lot. No lot, or any building erected on any lot shall be any time used for the purpose of any trade, business or manufacture.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

3. Unused lots must be kept cleared of rubbish, weeds, or high grass so as not to become objectionable to adjoining lots. Where Owners cannot or do not provide this maintenance Grantor, or its authorized agent, reserves the right to effect such service at a reasonable charge to the Owners.

J. LIGHTING DISTRICT

1. Developer may cause to be established a lighting district to provide lighting to the development and Owners shall be obligated to join in the application for such district.

K. VILLAS DEL CASTILLO PROPERTY OWNERS' ASSOCIATION

1. The Grantor has created an Owners Association for the purpose of owning and maintaining the drainage and surface water management system of the development, together with all common elements and the landscaping and maintenance of the common area and that area which is a buffer zone of twenty five (25') feet between the subdivision and county road as well as the enforcement of this restriction. The name of the Association is "Villas Del Castillo Property Owners' Association, Inc.", a Florida Corporation, not for profit. In order to provide for the continuing maintenance of the drainage and surface water management system, each Grantee and each of the Grantee's heirs, successors and assigns shall by virtue of being the owner of any residential site or any parcel thereof be a member of the Villas Del Castillo Property Owners' Association, Inc.

2. The Association shall have the power, as an Association, to enforce the restrictions and restricted covenants common to the subdivision and in addition thereto, shall have the power to levy an assessment on each lot equal to the total assessment divided by the total number of plated lots and collect the same for the purpose of providing funds to enforce and implement these restrictions and with which to continue the operation and maintenance of the drainage and surface water management system as designed for the subdivision and permitted by the South Florida Water Management District. Any such assessment shall be secured by a lien on the real property of the member so assessed, which may be enforced in accordance with Florida lien laws if said assessment is not paid when due.

3. The Villas Del Castillo Property Owners' Association is hereby granted ownership of the drainage and surface water system and the buffer zone of twenty five (25') feet between this subdivision and the county road.

L. TERMS

1. The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land, and shall be deemed for the benefit of all the lands in the subdivision, and it shall remain in full force for twenty five (25) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of twenty five (25) years each, unless by vote of a majority of the then Owners of the lots in the subdivision it is agreed to change them in whole or in part.

M. SEVERABILITY

1. Invalidation of any one of the provisions contained in the restrictions by judgment or court order shall not affect any of the other provisions of the restrictions, which shall remain in full force and effect.

2. The Grantor, or his heirs, assigns or successors, reserves the right to hereinafter, from time to time, amend, modify, add, delete or grant exceptions from any or all of the foregoing restrictions without notice to or consent from any Grantee. Provided, however, that this paragraph shall not be used to change the residential character of the property or the developmental scheme and provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

OR BK 0921 P 0438

and seal this 11 day of December, 1987.

Witnesses:

Américo D. S. S. S. S.

Américo D. S. S. S.

By: Cesar Del Castillo
CESAR DEL CASTILLO, Owner of
Villas Del Castillo, Inc.
Abdul O. Salgado
ABDUL O. SALGADO, secretary