

This instrument prepared by:
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166 N. Tamiami Trail
Pt. Charlotte, Fla. 33952

DECLARATION OF RESTRICTIONS
SUGARMILL WOODS

WHEREAS, PUNTA GORDA DEVELOPERS, INC., a corporation under the laws of the State of Florida, hereinafter called the Grantor, are the owners in fee simple of the following lands situated in Citrus County, Florida, to-wit:

NORTH 200 FEET OF S.E. 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH,
RANGE 17E LYING EAST OF U.S. 19, CITRUS COUNTY, FLORIDA.

AND it is the desire of said Corporation that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land be set forth herewith:

NOW, THEREFORE, IN ACCORDANCE WITH THE LAW, PUNTA GORDA DEVELOPERS, INC., does hereby establish the following restrictions on the above described land which shall run with the land.

1. COMMERCIAL USE:

The lands aforementioned, including all lots enlarged or recreated by shifting or relocation of said boundary lines are restricted to the use of one of the following commercial enterprises:

Accountant offices
Architect offices
Business, professional and
non-profit organizations offices
Personal service establishments
Physician offices
Publishing & printing service
establishments
Domestic & business repair
establishments

Real Estate offices
Domestic rental establishments
Business, professional & non-profit
organization offices
Public offices
Business training schools
Light research, development & testing
Light building material establishments
Light construction service
establishments
Light landscaping service establishments

Grantor may, however, at its uncontrolled discretion allow other commercial enterprises not named above to operate on the aforementioned land, but in no case, without Grantor's prior written approval.

Except as may otherwise be authorized by the Grantor from time to time in writing, only one (1) building shall be erected to the lot. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a building.

The purchaser, optionee, lessee or grantee, whichever the case may be, may not operate a commercial enterprise except on those lots within the tracts heretofore described.

No portion of the Tract above described may be subdivided.

2. APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF BUILDINGS

In order to insure that the building(s) on the aforementioned lot(s) will preserve a high standard of construction, no building or other structure shall be erected, placed, or remain on the aforementioned lot(s) until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the building(s) or other structures, driveways, loading docks, property lines, and setbacks, is submitted to the Grantor as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration on any such building has begun. Refusal of approval of plans and specifications and location by the Grantor may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion the Grantor deems sufficient. Construction requirements and specifications may include (but are not limited to) the following: tile roof, minimum roof pitch, three to one, cement drives, outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor to be employed in the construction of the abovementioned

building(s), or other structures. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities and in addition shall pass such testing requirements as may be set forth from time to time by the Grantor. Said building contractor shall in addition to the foregoing requirements be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed building marring the beauty of the above mentioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Grantor. The Grantor may, at its discretion, bond the construction in lieu of the above said bonding company.

No alterations in the exterior appearance of the building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equally to repair, alterations or modifications made in the above building(s).

The Grantor reserves the right (but not the obligation) to, from time to time, inspect the building construction as it proceeds in order to assure itself that the building is being constructed according to the plans and specifications and if it should occur that said inspections show that this is not the case then a letter shall be addressed to the contractor with a copy to the owner setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections shall have been complied with and settled.

There shall be no construction signs displayed except those that may be required by law.

The issuance of a building permit or license, which may be in contravention of these restrictions shall not prevent the Grantor from enforcing these provisions.

A comprehensive landscaping plan shall be submitted to the Grantor for his approval and a sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high-grade residential property. Said landscape plan after approval by the Grantor, in writing, shall be built and installed by the Grantee. Refusal of approval of said landscaping plan may be made by the Grantor based on purely aesthetic grounds which, in the sole and uncontrolled discretion of the Grantor, shall seem sufficient.

A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, Grantor may, at his discretion, enter upon the above said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

3. MINIMUM SQUARE FOOT AREA AND SET BACK:

All buildings erected or constructed on the aforementioned lot(s) shall conform to a minimum square feet of 1,200 feet unless a lower minimum shall be authorized in writing by the Grantor. All buildings erected or constructed on the aforementioned lot(s) shall conform in setback limitations to the following table:

SETBACK REQUIREMENTS

Front - Minimum of 75 Feet

Back - 35 Feet

Sides - 20 Feet

except where otherwise authorized by the Grantor in writing, where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner. No building shall be higher than three stories or 35 feet, whichever is less, unless special permission is given by the Grantor.

4. DRILLING OIL, ETC.

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

5. NUISANCES

No activity or business or any act shall be done upon the property covered by these restrictions which may be or may become an annoyance or nuisance to the neighborhood.

6. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

7. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Grantor.

8. EASEMENTS

There are hereby reserved unto the Grantor easements of seven and one-half feet (7-1/2') in width along the side lot lines of the above-mentioned lots and ten feet (10') along the front and rear lot lines of the above-mentioned lots for purposes of utilities, surface drainage, and for any purpose having to do with development of this property including improvements that the Grantor may not have the obligation to install. Where more than one of the above described lots are intended by the Grantor as a building site or where more than one lot is actually used as building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such case be abandoned on the interior lot lines. The Grantor may abandon any of these easements at any time in the future by recording the appropriate instrument.

The Grantor hereby reserves the right to dedicate the roads, streets, and avenues, and necessary easements abutting the afore-described lands to public use without consent of the grantees.

9. MAINTENANCE

The above described building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept freshly painted including side-walls and roofs. The color of paint shall not be changed without the written consent of the Grantor.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the aforescribed land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition, all of the landscaping including the grass shall be kept as befitting on a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced and should the Grantee fail to keep premises in the aforescribed condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforesaid.

10. NO TEMPORARY BUILDING

Grantor will allow a temporary trailer to be used as an office during the period of the construction of a permanent building. The construction of the permanent office is to commence within 60 days of the signing of the purchase agreement and in no event is construction to continue past 12 months from commencement. The temporary building and surrounding landscape shall be commensurate with the development of high grade commercial property.

11. WAIVER OF RESTRICTIONS

The failure of the Grantor to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

12. RIGHT OF GRANTOR

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer or other underground utility lines.

These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchaser, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be.

13. PROHIBITION AGAINST DIGGING WATER WELLS

The digging or drilling of water wells, except by the Grantor, is hereby prohibited on the aforementioned lots and all Common Area, except upon the written approval of Grantor and proper governmental authority.

14. REMEDIES FOR VIOLATIONS

Violations or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right, wherever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation of these restrictions exist and summarily abate or remove the same at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

15. ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Grantor or its successors reserves the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee of any lands owned by Grantor.

16. INVALIDITY CLAUSE

Invalidity of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, PUNTA GORDA DEVELOPERS, INC. has caused these presents to be signed in its name by James T. Sanders, President and its corporate seal affixed and attested by its Secretary this 16th day of May, 1983.

PUNTA GORDA DEVELOPERS, INC.

By: James T. Sanders
James T. Sanders, President.

WITNESS:

Mary Jane Burns
James H. Hulse

ATTEST: Paula F. McQueen
Paula F. McQueen, Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, James T. Sanders and Paula F. McQueen, to me well known to be respectively President and Secretary of Punta Gorda Developers, Inc., and who executed the foregoing DECLARATION OF RESTRICTIONS, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of such corporation.

WITNESS my hand and official seal at Punta Gorda, said county and state, this 16th day of May, 1983.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1987
Provided This Term Insurance, Inc.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
MAY 19 1983
163 MAY 19 AM 10 48
NOTARY PUBLIC
D.C.

FILE NO. 348166

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