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CO., FL

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C.R. 3179 PG 681

NOTICE OF RESTRICTIONS ON REAL  
ESTATE

STATE OF FLORIDA  
COUNTY OF ORANGE

RAYFORD L. ROYAL  
JOAN T. ROYAL

To

WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:  
That the undersigned are the owners/  
Developers of that certain property  
located in Orange County, Florida  
known as ROYAL RANCH ESTATES, FIRST  
ADDITION, SECTION TWO, and recorded in  
Plat Book 10, Page 37, Public  
Records of Orange County, Florida.

WHEREFORE THESE PRESENTS WITNESSETH: That said Developers do now  
desire that all of said property be subject to like restrictions for the  
mutual benefit and protection of themselves and the persons who may here-  
after purchase said property, or any portion thereof.

NOW THEREFORE, for and in consideration of the sum of One Dollar  
(\$1.00) to them in hand paid, receipt whereof is hereby acknowledged, and  
for good and valuable consideration, said Developers do hereby declare said  
property to be subject to the following conditions, restrictions, and  
reservations, binding upon every person or corporation who shall hereafter  
become the purchaser or owner of any of said property.

1. Every person or entity who is a record owner of a fee or un-  
divided fee interest in any Lot within the subdivision shall be a member of  
the Royal Ranch Estates Property Owner's Association, Inc., a corporation  
not for profit. One of the primary responsibilities of the Association is  
to maintain and keep clean all drainage ditches and swales as provided in  
the Articles of Incorporation which have been filed of record in Official  
Records Book 3094, page 230 of the Public Records of Orange County, Florida,  
Pursuant to Article IV, Section 1, said Articles of Incorporation shall  
form a part of these restrictions.

2. There shall be no further subdivision of any of the lots within  
the subdivision.

3. No noxious or offensive trade or activity shall be carried on  
or upon any lot or shall anything be done thereon which may become an  
annoyance or nuisance to the neighborhood, and no more than (1) family  
residence and none private garage shall be erected on one lot. Nothing  
herein contained, however, shall prohibit the construction or erection of  
servant's quarters in connection with a garage.

4. This subdivision and the property covered thereby shall be used  
strictly for residential homes and homesites.

5. These restrictions shall apply to and be binding upon the Dev-  
elopers and their successors as well as upon any grantee.

6. The Developers, their successors and/or assigns, reserve the  
right to waive minor violations of these restrictions. Developers, their  
successors or assigns, may change, amend or modify any of these restrictions  
upon the approval of the owner or owners of fifty percent (50%) of the lots  
in the subdivision sections platted by the Developers which are subject to  
these restrictions.

THIS INSTRUMENT PREPARED BY/RETURN TO:

THOMAS S. RECICAR, of  
ARNOLD, MATHENY & EAGAN, P.A.  
Post Office Box 2967  
Orlando, Florida 32802

7. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part. Notwithstanding the above items 1, 2, and 11 of this instrument shall continue to be binding as they are required to be included herein by Orange County, Florida.

8. The enforcement of any of the terms or covenants of this instrument shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Notice of Restrictions, either to restrain violation or to recover damages, and may be brought by the Developer, or its successors, or by the owner of any of the property covered by these restrictions.

9. Invalidation of any of or one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

10. Upon substantial completion of any house on any of the property, all yards shall be properly seeded and landscaped upon completion of the building.

11. The streets within the subdivision shall not be paved by the developers. At such time as all of the lots within the subdivision are sold and the majority of the lot owners desire to have the streets paved, all of the lot owners shall be required to join in a petition to Orange County for creation of a Municipal Services Taxing Unit for purposes of assessing and collecting one hundred percent (100%) of the paving cost of said roads at such time. The developers reserve the right to request paving from other lot owners prior to the sale of all of the lots and their vote shall be based on one (1) vote per lot remaining in their name. It is acknowledged that the developers intend in the future to plat and develop an additional (10) ten lots as a part of this subdivision. It is acknowledged that those additional lots shall be included within the provisions of this agreement and specifically this paragraph, by amendment recorded by the developers. The majority vote called for above shall be based on the number of lots actually platted at the time any vote is taken. Any costs incurred, including a reasonable attorney's fee, as a result of any lot owners refusal to join in the execution of the petition referred to above once the requisite majority has been obtained shall be recoverable against said owner or owners and shall constitute a lien against said lot owner's parcel.

IN WITNESS WHEREOF, RAYFORD L. ROYAL AND JOAN T. ROYAL have executed this instrument this 13<sup>th</sup> day of February, 1981.

Signed and sealed in the presence of:

*Donald A. Recum*  
*Dodd A. Recum*

*Rayford L. Royal*  
RAYFORD L. ROYAL  
*Joan T. Royal*  
JOAN T. ROYAL

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RAYFORD L. ROYAL and JOAN T. ROYAL, known to me to be the persons named as Developers in the foregoing instrument and they acknowledged executing the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of February, 1981

RECORDED & RECORD VERIFIED

NOTARY PUBLIC  
My Commission Expires

*Thomas H. Locken*  
County Comptroller, Orange Co., Fla.

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