

REC 21.00  
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BOOK 1128 PAGE 0087

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREATER GROVES - PHASE 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 101 through 199, inclusive, and Tracts "A", "B", "C", "D" and "E", GREATER GROVES - PHASE 1 according to the Plat thereof, recorded in Plat Book 32, Pages 79-80, Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof.

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the house.

2. No building, structure or appurtenance shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Lester Zimmerman. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of the Greater Groves community (the "Association") or their designated

SEP 25 3 29 PM '91

This Instrument was prepared by  
JOHN F. LOWNDES (JK)  
Lowndes, Drosdick, Doster, Kantor & Reed  
Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802

P

representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over the subject property.

7. 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. Further, no trailer, recreational vehicle, or truck larger than two (2) tons in total weight shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any

event, exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, extended. The same sight line limitations shall apply on any lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

BOOK 1128 PAGE 0089

12. No lots 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.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) such free-standing antenna and the location of the same is approved in advance by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation 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 flow in 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.

15. All lots shall be served by a public or privately owned water and sewer system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. Declarant has caused, or may cause, to be established, a "Municipal Service Taxing Unit" (MSTU) or, in the alternative, a "Municipal Service Benefit Unit" (MSBU) to provide for (a) the maintenance and upkeep of any recreation, retention and drainage areas shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, walls, landscaping, open space, conservation areas, drainage, etc.) on and within various tracts and plat easement areas for the use and benefit of the Subdivision and the residents of the Subdivision and other phases (existing or future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction.

17. Declarant hereby reserves the right to irrigate Tracts "A", "B", "C", "D" and "E" with treated effluent from a wastewater treatment facility. The benefit of this reservation shall inure in favor of Declarant and its specifically designated successors and assigns, but not in favor of any individual lot owner and shall remain in effect whether Declarant is the owner of any lots within the Subdivision. This restriction may not be modified or amended without the joinder and consent of Declarant or such specifically designed successors and assigns. **BOOK 1128 PAGE 0090**

18. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. So long as Declarant owns at least twenty-five percent (25%) of the platted lots within the real property which is the subject of these covenants, conditions and restrictions, these Restrictions may be amended, in whole or in part, by an instrument signed by Declarant without the joinder and consent of any other lot owners. At such time as Declarant no longer owns twenty-five percent (25%) of the lots within the real property, these Restrictions may be amended, in whole or in part, only by an instrument signed by not less than seventy-five percent (75%) of the lot owners, including the lots owned by Declarant; provided, however, so long as the Declarant is the owner of one or more lots within the Subdivision, any amendment shall require the written consent of the Declarant. Any amendment must be recorded in the Public Records of Lake County, Florida.

19. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

21. All owners of any lots within the Subdivision are hereby placed on notice that houses in the Subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency.

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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 22<sup>nd</sup> day of August, 1991.

BOOK **1128** PAGE **0091**

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

James J. Bible  
Name: JAMES J. BIBLE  
(Print)

By: Simon D. Snyder  
Name: SIMON D. SNYDER  
Its: VICE PRES

Sandra K. Merckut  
Name: SANDRA K. MERCKUT  
(Print)

(corporate seal)

P.O. Box 3873, Longwood, Florida 32791

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 1991 by Simon D. Snyder, as Vice President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

Sandra K. Merckut  
Name: SANDRA K. MERCKUT  
(Print)

Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission expires Oct. 10, 1992

92 47802

THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Richard J. Fildes, Esquire  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
Post Office Box 2809  
Orlando, Florida 32802

CLERK OF DISTRICT COURT

SEP 1 8 48 AM '92

RECORDED  
INDEXED  
LAKELAND, FLA.

REC 21.00  
TF 3.00  
C 5.00

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREATER GROVES - PHASE 2

BOOK 1183 PAGE 6412

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 201 through 293, inclusive, and Tract "A", GREATER GROVES - PHASE 2 according to the Plat thereof, recorded in Plat Book 33, Pages 47 and 48, Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof.

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as the "Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the house.

2. No building, structure or appurtenance (including fences) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Lester Zimmerman. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall

terminate upon the sale of the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. BOOK 1183 PAGE 0413

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 2.

7. 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. In addition, no accessory apartments (whether or not authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no trailer, recreational vehicle, or trucks larger than two (2) tons in total weight shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

BOOK 1183 PAGE 0414

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, as extended. The same sight line limitations shall apply on any lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) such free-standing antenna and the location of the same is approved in advance by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation 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 flow in 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.

15. All lots shall be served by a public or privately owned water and sewer system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. Declarant has caused, or may cause, to be established, a "Municipal Service Benefit Unit" (MSBU) to provide for (a) the maintenance and upkeep of any recreation, retention and drainage areas shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSBU; (b) the construction of improvements and facilities,



(recreation, sidewalks, walls, landscaping, open space, conversation areas, drainage, etc.) on and within various tracts and plat easement areas for the use and benefit of the Subdivision and the residents of the Subdivision and other phases (existing or future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSBU by the applicable governmental jurisdiction. The provisions of any such MSBU upon its establishment may place upon all residents of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSBU. Upon its establishment, the specific terms of any such MSBU may be obtained from the applicable county department(s).

17. Declarant hereby reserves the right to irrigate Tract A with treated effluent from a wastewater treatment facility. The benefit of this reservation shall inure in favor of Declarant and its specifically designated successors and assigns, but not in favor of any individual lot owner and shall remain in effect whether Declarant is the owner of any lots within the Subdivision. This restriction may not be modified or amended without the joinder and consent of Declarant or such specifically designated successors and assigns.

18. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 2; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves - Phase 2 Subdivision, any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 2, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

19. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

21. All owners of any lots within the Greater Groves - Phase 2 Subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the Greater Groves - Phase 2 Subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency.

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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 31<sup>st</sup> day of August, 1992.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

James J. Bible  
Name: JAMES J. Bible  
(Print)

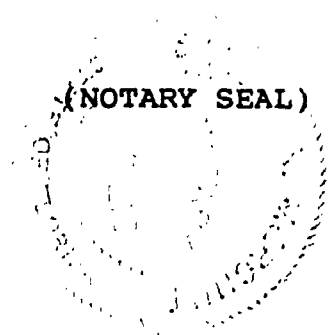
By: [Signature]  
Robert A. Mandell, President

Shirley M. Rothschild  
Name: SHIRLEY M. ROTHSCHILD  
(Print)



STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1992, by Robert A. Mandell, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification and did (not) take an oath.



Sandra K. Merchant  
Notary Public, State of Florida  
Name: SANDRA K. MERCHANT  
Notary Commission No.: AB 607108  
My Commission Expires: 10/10/92

REC 21.00  
TF 3.00  
C 5.00

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:  
Richard J. Fildes, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

BOOK 1271 PAGE 0408

*John*

JAN 12 10 15 AM '94

RECORDED  
LAV  
V FL.

94 2494

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREATER GROVES - PHASE 3

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 301 through 386, inclusive, GREATER GROVES - PHASE 3, according to the Plat thereof, recorded in Plat Book 34, Pages 79 & 80, Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the house.

2. No building, structure or appurtenance (including fences) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Lester Zimmerman. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the

sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Greater Hills Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 3.

7. 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. In addition, no accessory apartments (whether or not authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no trailer, recreational vehicle, or trucks larger than two (2) tons in total weight shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public

view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

BOOK 1271 PAGE 0410

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, as extended. The same sight line limitations shall apply on any lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) such free-standing antenna and the location of the same is approved in advance by the Architectural Control Committee, and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation 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 flow in 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.

15. All lots shall be served by a public or privately owned water and sewer system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. The Declarant has caused, or may cause, to be established, a "Municipal Service Benefit Unit" ("MSBU") to provide for (a) the maintenance and upkeep of any recreation, retention and drainage areas shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, walls, landscaping, open space, conversation areas, drainage, etc.) on and within various tracts and plat easement areas for the use and benefit of the Subdivision and the residents of the Subdivision and other phases (existing or future) of the Greater Groves Subdivision; (c) the construction,

operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSBU by the applicable governmental jurisdiction. The provisions of any such MSBU upon its establishment may place upon all residents of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSBU. Upon its establishment, the specific terms of any such MSBU may be obtained from the applicable county department(s). BOOK 1271 PAGE 0411

17. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 3; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves - Phase 3 Subdivision, any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 3, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

18. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys' fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

20. All owners of any lots within the Greater Groves - Phase 3 Subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the Greater Groves - Phase 3 Subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency.

21. 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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and

its corporate seal to be hereunto affixed this 5<sup>th</sup> day of August, 1993.

BOOK 1271 PAGE 0412

Signed, sealed and delivered in the presence of:

[Signature]  
Name: Daniel F. Mc Intosh

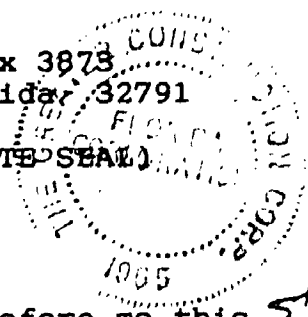
[Signature]  
Name: G. M. Nelson

THE GREATER CONSTRUCTION CORP.

By: [Signature]  
Robert A. Mandell, President

Post Office Box 3873  
Longwood, Florida 32791

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 1993 by Robert A. Mandell, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced ~~as identification~~ and did not take an oath.

(NOTARY SEAL)

[Signature]  
Notary Public, State of Florida  
Name: Daniel F. Mc Intosh  
(Print or Type)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



DANIEL F. MC INTOSH  
MY COMMISSION # CC 173316 EXPIRES  
January 18, 1998  
PROVIDED THRU TROY FAHM INSURANCE, INC.

96 46567

REC 25.00  
TF 3.50

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:  
William A. Beckett, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

R

NOTICE OF CCVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREATER GROVES - PHASE 4

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 401 through 476, inclusive, GREATER GROVES PHASE 4, according to the Plat thereof, recorded in Plat Book 37, Pages 69 & 70, Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the house.

RECORDED  
RECORD VERIFIED  
LAKE COUNTY FL  
JUL 18 3 05 PM '05  
CLERK



2. No building, structure or appurtenance (including fences) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Lester Zimmerman. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Greater Groves Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum

cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 4.

7. 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. In addition, no accessory apartments (whether or not authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no trailer, recreational vehicle, or trucks larger than two (2) tons in total weight shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, as extended. The same sight line limitations shall apply on any lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) such free-standing antenna and the location of the same is approved in advance by the Architectural Control Committee, and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation 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 flow in 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.

15. All lots shall be served by a public or privately owned water and sewer system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. The Declarant has caused, or may cause, to be established, a "Municipal Service Benefit Unit" ("MSBU") to provide for (a) the maintenance and upkeep of any recreation, retention and drainage areas shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, walls, landscaping, open space, conversation areas, drainage, etc.) on and within various tracts

and plat easement areas for the use and benefit of the Subdivision and the residents of the Subdivision and other phases (existing or future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSBU by the applicable governmental jurisdiction. The provisions of any such MSBU upon its establishment may place upon all residents of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSBU. Upon its establishment, the specific terms of any such MSBU may be obtained from the applicable county department(s).

17. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 4; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves - Phase 4 Subdivision, any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 4, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

18. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys' fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

20. All owners of any lots within the Greater Groves - Phase 4 Subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the Greater Groves - Phase 4 Subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of

less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency.

21. 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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 19th day of March, 1996.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

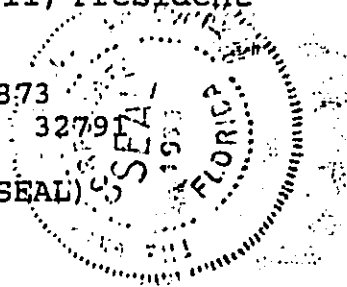
Donna J. Maddox  
Name: DONNA J. MADDOX

By: [Signature]  
Robert A. Mandell, President

William A. Beckett  
Name: William A. Beckett

Post Office Box 3873  
Longwood, Florida 32791

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of March, 1996 by Robert A. Mandell, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification and did not take an oath.

(NOTARY SEAL)

Donna J. Maddox  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(Print or Type)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



DONNA J. MADDOX  
MY COMMISSION # CC312026 EXPIRES  
August 30, 1997  
BONDED TRILLIUM TROY FARM INSURANCE, INC.

97 66867

REC 3306  
TF 450

THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE ~~RETURNED TO~~:

William A. Beckett, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

RECORDED  
RECORD VERIFIED  
LAKE COUNTY, FL  
SEP 30 1 30 PM '97  
CLERK

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREATER GROVES - PHASE 5

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 501 through 505, inclusive, GREATER GROVES - PHASE 5, according to the Plat thereof, recorded in Plat Book 39, Page 43 through     , Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the lot.

2. No building, structure or appurtenance (including fences but excluding in ground swimming pools which are built in

Ⓜ-Lari nicholson/public works

compliance with applicable governmental codes and standards and set back lines and which do not encroach into any easements on the lot) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Simon D. Snyder. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Greater Groves Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of the all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Greater Groves Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum

cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 5.

7. 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. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, as extended. The same sight line limitations shall apply on any lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) such free-standing antenna and the location of such free-standing antenna is approved by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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 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.

15. All lots shall be served by a public or privately owned water and sewer system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" ("MSTU") or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds, etc.) on and within various tracts and plat easement areas for the use and benefit of Greater Groves Subdivision and the residents of Greater Groves Subdivision, including all phases (existing or future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Groves Subdivision; and (d) any

other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions of any such MSTU or MSBU upon its establishment may place upon all residents of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 5; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 5, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

18. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys' fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

20. All owners of any lots within the Greater Groves - Phase 5 Subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the Subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency, or such time as permitted by applicable ordinances as they may be amended from time to time. Houses may also be rented on a long term basis, so long as such rental does not violate any applicable ordinances.

21. 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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 26th day of JUNE, 1997.

Signed, sealed and delivered in the presence of:

Donna J. Maddox  
Name: DONNA J. MADDOX

Charlene Davis  
Name: CHARLENE DAVIS

THE GREATER CONSTRUCTION CORP.

By: Robert A. Mandell  
Name: Robert A. Mandell  
Its: President

Post Office Box 3872  
Longwood, Florida 32791

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of June, 1997 by ROBERT A. MANDELL, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did (not) take an oath.

Charlene Davis  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(Print or Type)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Charlene Davis  
MY COMMISSION # CC506538 EXPIRES  
October 30, 1999  
BONDED THRU TROY FAIN INSURANCE, INC.

MEMO: Legibility of writing  
typing or printing unsatisfactory  
in this document.

O.R. BOOK 1550 PAGE 1744

EXHIBIT "A"

# Greater Groves

## A PORTION OF SECTIONS 22 & 23, TOWNSHIP 24 SOUTH

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 24 SOUTH, RANGE 26 EAST DESCRIBED AS FOLLOWS:  
BEGIN AT THE SOUTHEAST CORNER OF TRACT "E", GREATER GROVES - PHASE 1, AS RECORDED IN PLAT BOOK 32, PAGES 79 AND 80, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N73°26'27"E, 66.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GREATER GROVES BOULEVARD; THENCE N16°33'33"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 112.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 92°17'39", AN ARC DISTANCE OF 40.27 FEET, A CHORD BEARING AND DISTANCE OF N29°35'17"E, 36.06 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE N75°44'06"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 84.07 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S16°33'33"E, 410.07 FEET; THENCE S73°26'27"W, 110.65 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 408.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'00", AN ARC DISTANCE OF 251.25 FEET, A CHORD BEARING AND DISTANCE OF S04°19'04"W, 247.30 FEET TO A POINT OF REVERSE CURVATURE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°18'08", AN ARC DISTANCE OF 35.91 FEET, A CHORD BEARING AND DISTANCE OF S19°11'30"E, 32.90 FEET; THENCE DEPARTING SAID CURVE RUN S29°39'26"W, 66.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°18'08", AN ARC DISTANCE OF 35.91 FEET, A CHORD BEARING AND DISTANCE OF S78°30'22"W, 32.90 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 408.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'06", AN ARC DISTANCE OF 194.89 FEET, A CHORD BEARING AND DISTANCE OF S51°02'22"W, 193.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°11'54", AN ARC DISTANCE OF 35.87 FEET, A CHORD BEARING AND DISTANCE OF S23°37'28"W, 32.87 FEET; THENCE DEPARTING SAID CURVE RUN S70°03'31"W, 50.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°47'46", AN ARC DISTANCE OF 37.00 FEET, A CHORD BEARING AND DISTANCE OF N59°36'47"W, 33.71 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 408.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°36'20", AN ARC DISTANCE OF 75.52 FEET, A CHORD BEARING AND DISTANCE OF S83°17'30"W, 75.41 FEET TO THE POINT OF TANGENCY; THENCE S88°35'40"W, 258.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 478.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'12", AN ARC DISTANCE OF 54.84 FEET, A CHORD BEARING AND DISTANCE OF S85°18'34"W, 54.81 FEET TO THE NORTHWEST CORNER OF LOT 361, GREATER GROVES - PHASE 3, AS RECORDED IN PLAT BOOK 34, PAGE 79 AND 80, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N07°58'29"W, 66.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 544.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'12", AN ARC DISTANCE OF 62.41 FEET, A CHORD BEARING AND DISTANCE OF N85°18'34"E, 62.37 FEET TO A POINT OF TANGENCY; THENCE N88°35'40"E, 258.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 342.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°51'44", AN ARC DISTANCE OF 297.63 FEET, A CHORD BEARING AND DISTANCE OF N63°39'48"E, 288.32 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°04'30", AN ARC DISTANCE OF 43.23 FEET, A CHORD BEARING AND DISTANCE OF N10°48'19"W, 38.04 FEET; THENCE DEPARTING SAID CURVE RUN, N29°39'26"E, 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°04'30", AN ARC DISTANCE OF 43.23 FEET, A CHORD BEARING AND DISTANCE OF N70°07'11"E, 38.04 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 342.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°08'29", AN ARC DISTANCE OF 221.70 FEET, A CHORD BEARING AND DISTANCE OF N02°00'42"E, 217.84 FEET TO A POINT OF TANGENCY; THENCE N16°33'36"W, 64.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'54", AN ARC DISTANCE OF 39.27 FEET, A CHORD BEARING AND DISTANCE OF N61°33'33"W, 35.36 FEET; THENCE DEPARTING SAID CURVE RUN N16°33'33"W, 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET, A CHORD BEARING AND DISTANCE OF N28°26'27"E, 35.36 FEET TO A POINT OF TANGENCY; THENCE N16°33'33"W, 88.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.09 ACRES MORE OR LESS

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Book 1778 Page 914

William Beckett, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809  
Telephone: (407) 843-4600

Doc# 99102173  
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12/17/99 02:45:35 PM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 13.00  
TRUST FUND \$ 2.00

**FIRST AMENDMENT TO NOTICE OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR GREATER GROVES - PHASE 6**

**THIS FIRST AMENDMENT TO NOTICE OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GREATER GROVES - PHASE 6** made this 2<sup>nd</sup> day of  
December, 1999 by **THE GREATER CONSTRUCTION CORP.**, a Florida corporation  
(hereinafter referred to as the "Declarant").

WITNESSETH:

**WHEREAS**, Declarant executed and recorded that certain Notice of Covenants,  
Conditions and Restrictions for The Greater Groves - Phase 6 dated March 3, 1998 and recorded  
April 24, 1998, in Official Records Book 1603, at Page 1150, of the Public Records of Lake  
County, Florida (hereinafter referred to as the "Declaration"), imposing certain covenants,  
conditions, restrictions, reservations, assessments, and easements as more particularly set forth  
therein; and

**WHEREAS**, the Declaration encumbers and is applicable to certain property located in  
Lake County, Florida as further described therein (hereinafter referred to as the "Greater Groves-  
Phase 6"); and

**WHEREAS**, Paragraph 17 of the Declaration provides that so long as the Declarant is  
the owner of one or more lots within Greater Groves- Phase 6, Declarant may amend these  
Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve  
inconsistencies or errors in these Restrictions; and

**WHEREAS**, Declarant currently retains at least one lot within Greater Groves-Phase 6;  
and

**WHEREAS**, Declarant, wishes to amend and modify the Declaration as set forth herein;

**NOW, THEREFORE**, in consideration of the premises hereof, Declarant does hereby  
declare that the Declaration shall be amended as follows:

1. Paragraph 1 of the Declaration is hereby amended to read as follows:

1. No lot shall be used except for residential purposes, which shall include the allowance of short-term rentals as further provided under Paragraph 19 below. These Restrictions are not intended to classify short-term rentals as a non-residential use, nor to restrict or prohibit short-term rentals. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street area in front of the lot.

2. Paragraph 19 of the Declaration is hereby amended to read as follows:

19. The Lake County ordinances and development conditions applicable to the subdivision permit the rental of homes in the subdivision on both a short-term (less than 28 days) and long-term basis, and the subdivision has been developed by Declarant in full reliance upon such applicable governmental ordinances and development conditions. All current and future owners of the lots within the subdivision are hereby placed on notice of the allowance of both short-term and long-term rentals. All current and future residents of the subdivisions are also put on notice that they should inquire of the County government for the specific terms of the ordinances and development conditions applicable to short-term rentals in the subdivision.

3. Except as otherwise provided herein, all capitalized terms herein shall have the same meaning assigned to them in the Declaration.

4. Except as modified herein, the Declaration shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. have caused these presents to be executed in manner and form sufficient to be binding this 2<sup>nd</sup> day of December, 1999.

WITNESSES:

THE GREATER CONSTRUCTION CORP., a Florida corporation

Sandra K. Merchant  
Printed Name: SAUNDRA K. MERCHANT

Selina M. Everidge  
Printed Name: SELINA M. EVERIDGE

By: Charles W. Gregg  
Charles W. Gregg, President

“DECLARANT”

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 0 day of Dec. 1999 by Charles W. Gregg, as President of **THE GREATER CONSTRUCTION CORP.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

(NOTARY SEAL)



Sandra K Merchut  
My Commission CC572736  
Expires Oct. 10, 2000

Sandra K. Merchut  
Notary Public, State of \_\_\_\_\_  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

Doc# 99011356  
Book: 1686  
Pages: 2319 - 2324  
Filed & Recorded  
02/10/99 03:14:09 PM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 25.00  
TRUST FUND \$ 3.50

Book 1686 Page 2319

**NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR GREATER GROVES - PHASE 7**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 701 through 730, inclusive, GREATER GROVES-PHASE 7, according to the Plat thereof, recorded in Plat Book 41, Page 60, Public Records of Lake County, Florida.

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or

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*(R) Lori Nicholson / Public Works*

driveway and in any event may not be parked in any easement areas or the street area in front of the lot.

2. No building, structure or appurtenance (including fences but excluding in ground swimming pools which are built in compliance with applicable codes and standards and set back lines and which do not encroach into any easements on the lot) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Simon D. Snyder. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Greater Groves Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of the all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Greater Groves Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure

that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 7.

7. 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. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, extended. The same sight line limitations shall apply on any

lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) the location of such free-standing antenna is approved by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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 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.

15. Water service for all lots shall be provided by a public or privately owned water system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" (MSTU) or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds etc.) on and within various tracts and plat easement areas for the use and benefit of Greater Groves - Phase 7 and all phases (existing and future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Groves Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions

of any such MSTU or MSBU upon its establishment may place upon all residents of the of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 7, provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 7, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

18. 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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

19. All owners of any lots within the Greater Groves - Phase 7 Subdivision are hereby placed on notice that houses in the Subdivision may be rented to persons on a short term rental basis; i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency, or such time as permitted by applicable ordinances as they may be amended from time to time. Houses may also be rented on a long term basis, so long as such rental does not violate any applicable ordinances.

20. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these

Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 29 day of January, 1999.

Signed, sealed and delivered in the presence of:

[Signature]  
Name: C. Todd Burbank  
[Signature]  
Name: Paul Lopez

THE GREATER CONSTRUCTION CORP.

By: [Signature]  
Name: Simon Snyder  
Its: Vice President

Post Office Box 3872  
Longwood, Florida 32791

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of January, 1999 by Simon Snyder, as Vice Pres. of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public  
Name: \_\_\_\_\_  
(Print or Type)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

C. Todd Burbank  
COMMISSION # CC795191 EXPIRES  
December 6, 2002  
PROFESSIONAL LIABILITY INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

Doc# 99011357  
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JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 25.00  
TRUST FUND \$ 3.50

Book 1686 Page 2325

**NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR GREATER GROVES - PHASE 8**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, is the owner of the following real property located in Lake County, Florida, to wit:

Lots 801 through 840, inclusive, GREATER GROVES-PHASE 8,  
according to the Plat thereof, recorded in Plat Book 41, Page 62,  
Public Records of Lake County, Florida

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that all of said real property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said real property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, THE GREATER CONSTRUCTION CORP., the owner of all the real property described above, and hereinafter sometimes referred to as "the Declarant" does hereby declare said real property to be subject to the following restrictions, reservations and conditions binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in said real property, and their heirs, successors and assigns, to wit:

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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or

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Ⓜ Jai Nicholas, Public Works

driveway and in any event may not be parked in any easement areas or the street area in front of the lot.

2. No building, structure or appurtenance (including fences but excluding in ground swimming pools which are built in compliance with applicable codes and standards and set back lines and which do not encroach into any easements on the lot) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of Lester N. Mandell and Simon D. Snyder. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Groves Subdivision (including all phases of the Greater Groves Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of the all platted phases of Greater Groves (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after the Declarant is no longer the owner of any lot within the Greater Groves Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure



that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Groves - Phase 8.

7. 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. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle shall be stored, kept or parked contiguous to, on or about any lot without the express advance written authorization of the Architectural Control Committee, which consent may be withheld in said Committee's sole discretion and for any reason. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no fence or wall permitted hereunder shall, in any event be placed any closer than twenty-five (25) feet from any front street right-of-way and fifteen (15) feet from any side street right-of-way, and shall not exceed six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, extended. The same sight line limitations shall apply on any

lot within ten (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 it is maintained at sufficient height to prevent obstruction of such sight lines.

12. No lots 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 containers, receptacles equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No television or radio antenna shall be constructed or placed on the roof of any dwelling. No free-standing television or radio antenna shall be permitted on any lot unless (i) the location of such free-standing antenna is approved by the Architectural Control Committee and (ii) such free-standing antenna does not exceed five (5) feet in height above the highest point of the roof of the dwelling. Further, no television or radio dish antenna shall be permitted on any lot unless the appearance and location of such dish antenna is approved in advance by the Architectural Control Committee.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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 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.

15. Water service for all lots shall be provided by a public or privately owned water system and the owners of residences shall pay the monthly charges for such services as are from time to time imposed.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" (MSTU) or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Groves Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds etc.) on and within various tracts and plat easement areas for the use and benefit of Greater Groves - Phase 8 and all phases (existing and future) of the Greater Groves Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Groves Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions

of any such MSTU or MSBU upon its establishment may place upon all residents of the of the Greater Groves Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. The covenants and restrictions set forth in these Restrictions shall run with and bind the land, for a term of thirty (30) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the combined lot owners in Greater Groves - Phase 8, provided, however, so long as the Declarant is the owner of one or more lots within the Greater Groves Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Groves - Phase 8, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

18. 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, conditions and restrictions, the Architectural Control Committee 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, conditions and restrictions as are violated; provided, however, that the said Architectural Control Committee shall not release a violation or violations of any of said covenants, conditions and restrictions except as to violations which, in its sole discretion, are determined to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by it that such violation or violations are minor.

19. All owners of any lots within the Greater Groves - Phase 8 Subdivision are hereby placed on notice that houses in the Subdivision may be rented to persons on a short term rental basis; i.e., a dwelling may be leased or rented for a period of less than twenty-eight (28) days by a non-owner not making the dwelling his sole residency, or such time as permitted by applicable ordinances as they may be amended from time to time. Houses may also be rented on a long term basis, so long as such rental does not violate any applicable ordinances.

20. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages, or for the specific performance of any covenant, and the Declarant hereunder shall be entitled to recover from the person or persons violating these

Restrictions any and all costs and fees associated with the enforcement of these Restrictions, including reasonable attorneys fees. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

IN WITNESS WHEREOF, THE GREATER CONSTRUCTION CORP. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 29 day of January, 1999.

Signed, sealed and delivered in the presence of:

[Signature]  
Name: C. Todd Burbank  
[Signature]  
Name: Peter Lopez

THE GREATER CONSTRUCTION CORP.

By: [Signature]  
Name: Simon Snyder  
Its: Vice President

Post Office Box 3872  
Longwood, Florida 32791

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of January, 1999 by Simon Snyder, as Vice President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.



C. Todd Burbank  
MY COMMISSION # CC795191 EXPIRES  
December 6, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]  
Notary Public  
Name: \_\_\_\_\_  
(Print or Type)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_