95 53508

BOOK 1687 PAGE 0315

REC 21.00
TF 3.00

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

(R)

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREATER HILLS - PHASE 6

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 601 through 650, inclusive, GREATER HILLS - PHASE 6, according to the Plat thereof, recorded in Plat Book 36, Pages 91-92, 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 house.

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

RECORDED
RECORD VERIFIED
LAKE COUNTY, FL
CIRCUIT COURT
9:59 AM '95

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 Hills (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 Hills (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 any phase of the Greater Hills Subdivision, 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 Hills - Phase 6.

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.

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) 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, 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. All lots shall be serviced by septic tanks, the maintenance and repair of which shall be the responsibility and obligation of the Lot Owner.

16. Declarant has caused to be established a "Municipal Service Taxing Unit" ("MSTU") which may provide for one or more of the following: (a) the maintenance and upkeep of any retention and drainage area shown on the recorded plats of the Greater Hills

Subdivision, as more specifically set forth under the terms of the MSTU; (b) the construction of improvements and facilities, (sidewalks, drainage, etc.) on and within various tracts and plat easement areas for the use and benefit of the Greater Hills Subdivision and the residents of Greater Hills - Phase 6 and all phases (existing or future) of the Greater Hills Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Hills Subdivision; and (d) any other purpose approved for the MSTU by the applicable governmental jurisdiction. The provisions of the MSTU place upon all residents of the Greater Hills Subdivision the obligation of payment for the construction, maintenance and upkeep provided for thereunder. The specific terms of the MSTU may be obtained from the applicable County department(s).

17. 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.

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 Hills - Phase 6; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Hills Subdivision, (whether Phase 6 or an existing or 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 Hills - 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. 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. There are additional restrictions applicable to the Greater Hills - Phase 6 Subdivision which are set forth on the face of the Plat of Greater Hills - Phase 6 and such restrictions are incorporated herein by this reference thereto.

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 14th day of June, 1995.

Signed, sealed and delivered in the presence of:

James J. Bible
Name: James J. Bible

Hampton P Langley
Name: Hampton P Langley

THE GREATER CONSTRUCTION CORP.

By: _____
Robert A. Mandell, President

Post Office Box 3873
Longwood, Florida 32791

(CORPORATE SEAL)

THE GREATER CONSTRUCTION CORP. CORPORATION 1966

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ Seminole

The foregoing instrument was acknowledged before me this 14th day of June, 1995 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 personally known as identification.

Sandra K. Merchut
Notary Public, State of Florida
Name: SANDRA K. MERCHUT
(Print or Type)
Commission No.: CC228904
My Commission Expires: 10/10/96

NOTARY PUBLIC STATE OF FLORIDA
SANDRA K MERCHUT
My Commission CC228904
Expires Oct. 10, 1996