

RESTRICTIONS ON REAL ESTATE FOR
INDIAN WELLS, UNIT THREE

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 135 through 243, inclusive, INDIAN WELLS, UNIT THREE, according to the plat thereof recorded in Plat Book 4, Page 145, Public Records of Osceola County, Florida.

AND WHEREAS, the said THE GREATER CONSTRUCTION CORP. desires that all of said lots 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 lots described above, does hereby declare said lots 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 lots, 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.

2. No building 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 as to location with respect to topography and finish grade elevation.

3. The Architectural Control Committee is composed of LESTER N. MANDELL, LESTER ZIMMERMAN and SIMON SNYDER. A majority of 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 members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots in Indian Wells, Unit Three, 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 it to 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 THOUSAND AND NO/100 DOLLARS (\$20,000.00) 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. 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.

7. 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.

8. 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.

9. 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.

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. 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 (20) 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 the foliage line 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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

and (c) planting of trees or material which is 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.

14. THE GREATER CONSTRUCTION CORP. intends to develop on the lots subject to these Restrictions a "Zero Lot Line" community, which means, in part, that rather than placing a dwelling in the middle of a lot so that such dwelling would have two side yards of roughly equal size, the dwelling is located along one side of the lot so that such dwelling shall have one large side yard and one small side yard. It is the intention of THE GREATER CONSTRUCTION CORP. to cause a majority of the dwellings which are to be constructed on the lots subject to these Restrictions to be located approximately two (2) feet from one of the side lot lines of the lot on which such dwelling is constructed. In those instances where a dwelling (herein called the "Dwelling") is located on a lot (herein called the "Subservient Lot") approximately two (2) feet from one of the side lot lines (herein called the "Zero Lot Line"), the owner of the lot adjacent to such Zero Lot Line (herein called the "Adjacent Lot") shall have, and is hereby granted, an easement over and across the approximately two (2) foot wide area of the Subservient Lot which is along and adjacent to the entire Zero Lot Line from the front to the rear of the Subservient Lot and between the Zero Lot Line and a line parallel to and approximately two (2) feet in distance from the Zero Lot Line which shall run along the edge of the Dwelling and shall extend from the front and rear of the edge of the Dwelling to the front and rear lot lines, respectively (herein called the "Easement Area"). The nature of the easement granted and dedicated in this subparagraph shall be that the owner of the Adjacent Lot shall have the exclusive right to use the Easement Area for side yard purposes, which shall include, but not be limited to, maintaining the landscaping thereon and maintaining a wooden fence thereon of no more than five (5) feet in height, and fencing in the Easement Area for side yard use in connection with the Adjacent Lot to the exclusion of the owner of the Subservient Lot; provided that no such fencing shall be in violation of Paragraph 11 of these Restrictions, and provided further that the owner of the Subservient Lot shall have the right, at reasonable times and upon reasonable notice to the owner of the Adjacent Lot, to enter into the Easement Area for the purposes of maintaining and making repairs to the Dwelling on the Subservient Lot, and the owner of the Subservient Lot shall have the right to have the overhang from the roof of the Dwelling on such lot to intrude onto the Easement Area. The exterior sidewall of the Dwelling on a Subservient Lot which faces upon the Easement Area shall not be painted or repainted any different color than the color used in the original construction of the Dwelling, without the consent of the owner of the Adjacent Lot. The Easement granted herein shall not exist on those lots where the Dwelling constructed thereon is not located within approximately two (2) feet of one of the side lines of such lot.

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

16. At any time during the term of these restrictions, the then owners of at least fifty percent (50%) of the lots may change these Restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Osceola County, Florida.

17. These Restrictions, as amended from time to time, are to run with the land and shall be binding on all persons and all parties claiming under them for a period of thirty (30) years from the date these Restrictions are recorded, after which time these Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or otherwise alter the Restrictions.

18. Enforcement of these Restrictions shall be by proceedings at law or in equity for damages, to restrain violation of these Restrictions, or to compel compliance with these Restrictions, against any person or persons violating or attempting to violate any of these Restrictions. The party enforcing these Restrictions shall be entitled to recover any and all costs and fees associated with such enforcement from the person or persons violating these Restrictions.

19. 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 13th day of February, 1986.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

A Kimbark Lee
Dennis J. Walker

Lester N. Mandell
Lester N. Mandell, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of February, 1986, by Lester N. Mandell, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

Dennis J. Walker
Notary Public
My Commission Expires

By _____
Notary Public