

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR INDIAN WELLS, UNIT NINE

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 901 through 960, inclusive, INDIAN WELLS, UNIT NINE according to the Plat thereof, recorded in Plat Book 7, Pages 28429, Public Records of Osceola 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 Indian Wells 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 Indian Wells community (the "Association") or their designated representatives. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation

This Instrument was prepared by  
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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. 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 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.

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 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

In addition, Declarant has caused, or may cause, to be established a "Municipal Service Taxing Unit" (MSTU) to provide for (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Indian Wells Subdivision, as more specifically set forth under the terms of the MSTU; (b) the construction of improvements and facilities, (recreation, sidewalks, 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 Indian Wells Subdivision; (c) the construction, operation and maintenance of street lighting for the Subdivision; and (d) any other purpose approved for the MSTU by the applicable governmental jurisdiction. The provisions of any such MSTU upon its establishment may place upon all residents of the Indian Wells Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU. Upon its establishment, the specific terms of any such MSTU may be obtained from the applicable county department(s).

15. 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 10 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.

16. 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.

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. 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 Osceola 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. 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.

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.

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 day of August, 1991.

Signed, sealed and delivered in the presence of:

James T. Balle  
Name: JAMES T. BALLE  
(Print)

Sandra K. Merchant  
Name: SANDRA K. MERCHANT  
(Print)

STATE OF FLORIDA  
COUNTY OF Seminole

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

FILED, RECORDED AND  
RECORD VERIFIED  
MEL WILLS, JR., CLK CIR. CT.  
OSCEOLA COUNTY

BY KL D.C.

THE GREATER CONSTRUCTION CORP.

By: Simon D. Snider  
Name: Simon D. Snider  
VICE PRES

Address: P.O. Box 3873, Longwood, Florida 32791

Sandra K. Merchant  
Name: SANDRA K. MERCHANT  
(Print)

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