

RESTRICTIONS ON REAL ESTATE
FOR SAUSALITO SECTION TWO

March 22, 1977

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 1-11, inclusive, Block A
Lots 1-29, inclusive, Block B
Lots 1-22, inclusive, Block C
Lots 1-21, inclusive, Block D

SAUSALITO, SECTION TWO, according to the plat thereof recorded in Plat Book 20, Page 44, Public Records of Seminole County, Florida.

AND WHEREAS, the said 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, does hereby declare and covenant said 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 detached single family dwelling not to exceed two stories in height and a private garage for not more than two 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 JACK LAZAR. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any 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 service performed pursuant to this covenant. At any time, 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.

This instrument was prepared by:
JOHN F. LOWMEYER
Lowmes, Peirson, Dressick & Doster
Professional Association
Suite 433 First Federal Building
P. O. Box 2809 Orlando, Florida 32802

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SUMMIT COUNTY
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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 restrictions shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions 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 950 square feet.

6. No dwelling shall be erected nearer than 20 feet to the front lot line.

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.

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 professional sign of not more than one square foot, one sign of not more than five 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 2 and 6 feet above the roadway 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 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 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, 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.~~

Deleted per Amendment One

14. 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.

15. 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 Seminole County, Florida.

16. 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 said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or otherwise alter the term of these restrictions.

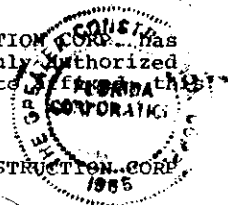
17. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

18. 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 March, 1977.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

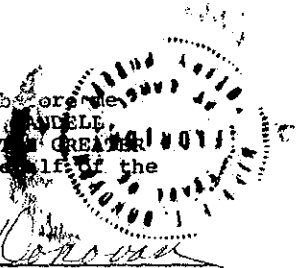


Miriam Monahan BY: Lester N. Mandell
Lester N. Mandell, President
Patricia S. Budder ATTEST: Lester Zimmerman
Lester Zimmerman, Secretary

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STATE OF FLORIDA
COUNTY OF *Seminole*

The foregoing instrument was acknowledged before me, this *22nd* day of March, 1977, by LESTER N. *ADDELL*, President, and LESTER ZIMMERMAN, Secretary, of *GREATER CONSTRUCTION CORP.*, a Florida corporation, on behalf of the corporation.



Marian J. Donovan
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1979.

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