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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

RESTRICTIONS ON REAL ESTATE
FOR SAUSALITO SECTION THREE

May 11, 1976

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 through 109, inclusive, SAUSALITO, SECTION THREE, according to the Plat thereof recorded in Plat Book 31, Pages 74, 75, 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.

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

This document prepared by:
Lester N. Mandell
P.O. Box 576
Casselberry, Fl. 32707

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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 wood fencing), planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or 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, placing the dwelling 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 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 13 of these Restrictions, and provided further that the owner of the Subservient Lot shall have the right, at reasonable time 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 re-painted 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.

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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 Seminole 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 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.

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.

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 17th day of May, 1978.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

Marian P. Donovan

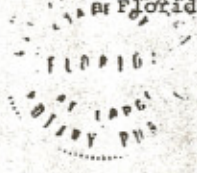
BY: Lester N. Mandell
Lester N. Mandell, President

Maureen Campagna

ATTEST: Lester Zimmerman
Lester Zimmerman, Secretary

STATE OF FLORIDA
COUNTY OF Seminole

I, the foregoing instrument was acknowledged before me this 17th day of May, 1978, by LESTER N. MANDELL, President, and LESTER ZIMMERMAN, Secretary, of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.



Marian P. Donovan
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1981