

**PREPARED BY AND RETURN TO:**  
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**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
GREATER PINES**

WHEREAS, the following covenants and restrictions were recorded for all the Greater Pines Phases: Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 1 recorded at Official Records Book 1239, Page 1274, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 1 recorded at Official Records Book 1331, Page 855, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 2 recorded at Official Records Book 1343, Page 1690, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 3 recorded at Official Record Book 1477, Page 890, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 3 recorded at Official Records Book 1778, Page 925, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 4 recorded at Official Record Book 1521, Page 1245, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 5 recorded at Official Record Book 1648, Page 93, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 5 recorded at Official Records Book 1778, Page 926, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 6 recorded at Official Record Book 1747, Page 1984, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 7 recorded at Official Record Book 1850, Page 498, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 8 recorded at Official Record Book 2018, Page 2043, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 8 recorded at Official Records Book 2078, Page 1247, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 9 recorded at Official Record Book 2274, Page 325, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 10 recorded at Official Record Book 2274, Page

337, Public Records of Lake County, Florida (hereinafter, together with all subsequent amendments and alterations thereto, referred to as the Original Declarations); and

WHEREAS, the record Owners of Lots within each Phase of Greater Pines desire to amend and restate the Original Declarations, and all amendments and alterations thereto, in their entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein and combining all ten (10) Phases into one Declaration; and

WHEREAS, the Original Phase Declarations, and all amendments and alterations thereto, may be amended by a recorded instrument signed by not less than seventy-five percent (75%) of Lot Owners of each Phase agreeing to the Amended and Restated Declaration;

NOW, THEREFORE, the Original Declarations as they have been previously amended, are hereby further amended in part and are restated in their entirety. Except as may be specifically set forth herein, it is intended that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greater Pines supersede the Covenants, Conditions and Restrictions contained in the Original Declarations for each Phase and any and all amendments thereto. Said Amended and Restated Declaration of Covenants, Conditions and Restrictions shall run with the property, shall be binding upon all parties having and/or acquiring any right, title or interest in the property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time, owning or holding an interest in said real property. To the extent there is any conflict whatsoever between the provisions of this Amended and Restated Declaration and those of the Original Declarations for each Phase or their amendments, the provisions of this Amended and Restated Declaration shall be deemed to control. All future Amendments to the Covenants, Conditions and Restrictions on the Land subject to this Amended and Restated Declaration and governed by the Greater Pines Homeowners Association, Inc., shall be made to this Amended and Restated Declaration. Any such Amendment shall be deemed to appropriately amend the Amended and Restated Declaration and the Original Declarations and all amendments thereto which this Amended and Restated Declaration supersedes.

## **ARTICLE I**

### **DEFINITIONS**

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Architectural Control Committee" or ACC shall refer to the committee established by the Board and described in Article VII hereof.

B. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

C. "Association" shall mean Greater Pines Homeowners Association, Inc., a Florida non-profit Corporation, its successors and assigns.

D. "Board" shall mean the Board of Directors of the Association.

E. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Surface Water Management Systems, Water Management Tracts, or Public areas, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

F. "Common Property" or "Common Area" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Owners and Members, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association.

G. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard must be more specifically determined in a written rule by the Board and/or the Architectural Control Committee (as defined in Article VII, Section 2).

H. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greater Pines and include the same as it may, from time to time, be amended.

I. "Dwelling" shall mean and refer to the building structure erected upon a Lot and any extensions of said structure (i.e. garages, driveways, porches, screen rooms, etc.).

J. "Institutional Lender" shall mean and refer to the owner and holder of a Mortgage encumbering a Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran=s Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an Institutional lender.

K. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which is located, or will be located, a detached single-family residential dwelling.

L. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

M. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

N. "Owner" shall mean and refer to the record Owner of fee simple title to any Lot located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

O. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include real property which is in the future subjected to this Declaration under the provisions of Article II hereof.

P. "Original Declarations" shall mean the following Declarations, together with all subsequent amendments and alterations thereto, which govern the use of the Property described in the attached Exhibit "A": Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 1 recorded at Official Records Book 1239, Page 1274, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 1 recorded at Official Records Book 1331, Page 855, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 2 recorded at Official Records Book 1343, Page 1690, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 3 recorded at Official Record Book 1477, Page 890, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 3 recorded at Official Records Book 1778, Page 925, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 4 recorded at Official Record Book 1521, Page 1245, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 5 recorded at Official Record Book 1648, Page 93, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 5 recorded at Official Records Book 1778, Page 926, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 6 recorded at Official Record Book 1747, Page 1984, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for

Greater Pines – Phase 7 recorded at Official Record Book 1850, Page 498, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 8 recorded at Official Record Book 2018, Page 2043, Public Records of Lake County, Florida; First Amendment to Notice of Covenants, Conditions and Restrictions For Greater Pines – Phase 8 recorded at Official Records Book 2078, Page 1247, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 9 recorded at Official Record Book 2274, Page 325, Public Records of Lake County, Florida; Notice of Covenants, Conditions and Restrictions for Greater Pines – Phase 10 recorded at Official Record Book 2274, Page 337, Public Records of Lake County, Florida.

Q. “Supplemental Declaration” shall mean any supplement, Amendment or modification of this Declaration.

R. “Surface Water Management System” shall mean that portion of the open space consisting of swales, inlets, culverts, retention ponds, lakes, water management tracts, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

## **ARTICLE II**

### **PROPERTY SUBJECT TO AMENDED AND RESTATED DECLARATION**

Section 1. Amended and Restated Declaration. The land described in the attached Exhibit “A” has already been submitted to covenants and restrictions on use and operation pursuant to the Original Declarations described in Article I, Section P. Said land is now subject to this Amended and Restated Declaration. All of the lands as set forth on the attached Exhibit “A” and the Original Declarations or any amendments or alterations thereto, are subject to this Amended and Restated Declaration. Any and all plats of said lands and any easements thereon, any use agreements thereon, as previously amended or modified, remain unchanged, unless specifically modified herein.

## **ARTICLE III**

### **ASSOCIATION**

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts Membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other Rules and Regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other

Rules and Regulations of the Association.

Section 2. Allocation of Voting Rights.

A. Each Member shall have one (1) vote for each Lot owned by that Member, with the exception of Declarant and any builder, for so long as Declarant retains voting rights pursuant to the By-Laws.

B. When any Property entitling the Owner to Membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Property. In the circumstance of such common ownership, if the Owner fails to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 3. Change of Membership.

A. Change of Membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument conveying record fee title to any Residential Unit or Residential Property. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the Membership of the prior Owner shall be terminated.

B. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfer or conveys his interest in the real property upon which his Membership is based or until said interest is transferred or conveyed by operation of law, at which time the Membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

**ARTICLE IV**

## FUNCTIONS OF ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Services. The Association shall have the following powers and responsibilities:

A. Maintenance of all Common Property, Parks, Open Space, Surface Water Management Systems, buffer tracts, recreation areas, landscaping, and irrigation systems, if any located within or in a reasonable proximity to the Properties where deterioration of any of the described items would adversely affect the appearance of the Properties or the operation of systems appurtenant to Greater Pines. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 3 which are consistent with the Community-Wide Standard.

B. Maintenance of any real property located within Greater Pines upon which the Association has accepted an easement for said maintenance.

C. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles of Incorporation or By-Laws.

D. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events.

E. Establishing and operating the Architectural Control Committee.

F. Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

G. Lighting of roads, sidewalks, walking and bike paths throughout the Properties as deemed necessary by the Board.

H. At the sole option and discretion of the Board, conducting recreation, sport, craft, and cultural programs of interest to Owners, Members, their families, tenants and guests and charging admission fees for the operation thereof.

I. Constructing improvements on Common Property and easements as may be required to provide the services as authorized in this Article.

J. The Association may also provide exterior maintenance upon any Dwelling or Lot which, in the Association's opinion, requires such maintenance because said Dwelling or Lot is being maintained in a manner inconsistent with the Community-Wide Standard of the Properties. The Association shall notify the Owner in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within fifteen (15) days after date of said Notice, the Association (after approval of a majority of the Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot located in Greater Pines which is subject to this Declaration at reasonable hours on any day; provided however, the Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be collected as an Assessment against the Lot.

K. Establish use fees and promulgate Rules and Regulations respecting the use of Common Property and Association facilities by Owners and Members and persons other than Owners and Members.

L. Hire professional property management if desired.

## **ARTICLE V**

### **EASEMENTS**

The Original Declaration and its subsequent amendments and alterations, Plat and other recorded instruments, granted and created certain easement rights, obligations and restrictions affecting the Property. This Amended and Restated Declaration does not amend, modify, cancel or otherwise change any such easements of record. Any easements of record on the date of the recording of this Amended and Restated Declaration shall remain in full force and effect, and shall control pursuant to their terms and conditions.

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL**

**Section 1. Enforcement of Architectural Standards.** The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (“ACC”).

No construction or exterior alteration or modifications (including color changes) shall take place on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC. “Exterior alterations” shall specifically include, but shall not be limited to, extensive new landscaping or extensive modification of existing landscaping or the removal or planting of trees. The ACC shall have the exclusive authority to determine when a modification is deemed “extensive.” In no event shall any Lot Owner commence or continue with any activity that interferes or causes damage to the drainage or irrigation systems located in the community or on a specific Lot in the community.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other person found to be qualified by the Architectural Control Committee (AACC@).

**Section 2. Architectural Control Committee.** The ACC shall consist of three (3) or more persons designated by the Board. At least one (1) ACC Member shall also be a Member of the Board of Directors. As part of the application process, three (3) complete sets of plans and specifications shall be submitted for approval by written application on such form as may be provided or required by the ACC. In the event the information submitted to the ACC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information. Once the ACC has received sufficient information, the sufficiency of which is subject to the discretion of the ACC, the ACC may approve or disapprove the plans and specifications submitted to it. In the event the ACC shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form or to request additional information reasonably required within thirty (30) days after submission, such plans and specifications shall be deemed approved. An ACC Member must abstain from review of any matter involving his or her Lot or a Lot owned by a family member.

**Section 3. Modifications.** The ACC may promulgate detailed standards and procedures governing modifications to existing Lots or structures, consistent with local government standards and codes.

## **ARTICLE VII**

### **RESTRICTIONS**

Section 1. Compliance by Owners: Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth herein and any and all Rules and Regulations adopted by the Board.

A. Residential Use. All Lots shall be used for residential Dwellings and related recreational facilities only and for no other 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. No trade or business will be conducted or carried on upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

B. Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary buildings or structures shall be erected or permitted to remain on the Properties. Notwithstanding the foregoing, permanent, professionally installed storage sheds may be erected on the Properties if approved in writing by the Architectural Control Committee prior to their installation. Sheds may not, however, be located within Lot setbacks or interfere with any easements.

C. Garbage and Trash Storage Areas. All exterior garbage and trash storage areas shall be located at the rear of the Residence or, if in the side yard, shall be screened as necessary so as not to be visible from the street. No such storage area shall be located in the front of the Residence, and all must otherwise be in conformity with the applicable design or planning criteria or as otherwise approved by the Architectural Control Committee. Natural landscaping or fencing approved in advance by the Architectural Control Committee shall be utilized to screen any side yard garbage and trash storage areas.

D. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open after dark on the day before the pick-up is to be made or on such days and at such place as will be accessible to persons making such pick-up. Such containers may not be placed in the open on the day preceding the pick-up, and such containers may not be placed in the open for longer than twelve (12) hours before or after pick-up. The Architectural Control Committee, in its discretion, may adopt and promulgate reasonable Rules and Regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

E. Burial of Pipes and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Properties above the surface of the ground, except hoses. No Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil and other hydrocarbons, minerals, gravel or earth; provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms.

F. Nuisance. Nothing shall be done on the Properties which is illegal or which may be or may become an annoyance or nuisance to the subdivision and its residents or shall otherwise interfere with any resident's quiet use and enjoyment of their property.

G. Weeds and Underbrush. No weeds, underbrush, or other unsightly growths, including unkempt lawns, shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

H. Maintenance and Repair. All Dwelling Units, structures, buildings, out buildings, walls and driveways placed and maintained on the Property or any portion thereof, shall at all times be maintained in good condition and repair.

I. Walls, Fences, Trees. 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. Chain link fences are prohibited.

J. Signs. No signs of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than five (5) square feet advertising the Property for sale or rent.

K. Exterior Lighting. No lighting fixture may be installed that may become an annoyance or nuisance to the residents of adjacent properties.

L. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Properties. All pets shall be kept on a leash when not on the pet Owner=s Lot or Unit and no pet shall be allowed to roam unattended. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties. There shall be a limit of three (3) household pets per Lot, excluding birds and fish. Owner=s shall be responsible to clean up all pet waste on the Properties.

M. Topsoil Drainage. No sod or topsoil shall be removed from the Property without permission of the Association. No change in elevation of the Property shall be made without permission of the Architectural Control Committee, its successors or assigns. No change in elevation of the Property shall be made without protecting adjoining Lots from surface water drainage caused by the change.

N. Water and Sewer. 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.

O. Vehicles and Parking. No inoperative cars, boats, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot on the Property. Commercial vehicles (excluding pickup trucks  $\frac{3}{4}$  ton

and under), semi trailers, buses, boats and boat trailers shall not be parked, stored, kept or maintained on the Property. All authorized vehicles shall only be parked in the garage or driveway. No vehicle shall block sidewalks or be parked on lawns, any grass areas, or streets at anytime. If an Owner chooses to store a recreational vehicles on his or her lot, the vehicle must be parked behind a fence six (6) feet in height located in the rear or side of the property. The recreational vehicles, boats, and trailers may be temporarily parked in the driveway for the purpose of loading and unloading for a period not to exceed forty-eight (48) hours. The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas. Vehicles that park in the Common Areas in violation of the parking rules and regulations may be towed by the Association. The Association may seek remedies against Owners who park on the street which include seeking injunctive relief, fining the Owner, and/or contacting local government officials for towing.

P. Driveways. No driveways to the rear or side of any Dwelling Unit may be constructed without the prior written approval of the Architectural Control Committee, unless already constructed by Developer.

Q. Antennas. Any Owner desiring to receive either Direct Broadcast Satellites (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution (wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) are restricted to the placement of a satellite dish no more than one (1) meter in diameter, installed as near to the dwelling as reasonably feasible. The dish shall be reasonably screened from view from surrounding Properties. All other types of antenna, or satellite dish installations are prohibited except those reception devices that are protected under federal law or regulations.

R. All owners of lots within the Greater Pines Subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the Greater Pines 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).

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys= fees incurred in bringing such actions, and if necessary, costs and attorneys= fees for appellate review. The Association shall have the right to suspend use of Common Areas for any Owner violating these Covenants and Restrictions for a period of time which is the longer of sixty (60) days or the term of continued violation.

Section 3. Fining. In addition to all other remedies, the Association may impose a fine or fines upon an owner, tenant, guest, invitee or employee for failure to comply with this Declaration, or any rule or regulation promulgated hereunder, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special hearing at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least fourteen (14) days prior to such hearing.

(b) Hearing: The hearing as set forth above shall be before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.

(c) Penalties: The Association may impose a fine against the offending party in an amount not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition of the fine.

(e) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourth (3/4) of

the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution.

Said certificate shall be recorded in the Public Records of Lake County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Owners. This Declaration may be amended in whole or part upon the affirmative vote of a majority of the Owners of Lots which are subject to this Declaration. No such Amendment shall be effective until such time as it is recorded in the Public Records of Lake County, Florida.

Section 3. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages. Failure by the Association or any Owner or the to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection or sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5. Interpretation. The Board shall have the right to accept as limited by any other provisions of this Declaration or the By-Laws to determine all questions arising in connection with this Declaration and then construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tends toward the consummation of the general plan of improvements.

Section 6. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 7. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable federal or state law, nor shall the Association perform any acts which violate federal, state or local law.

Section 8. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

Section 9. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, this Amendment has been executed by not less than seventy-five percent (75%) of the owners of each phase within Greater Pines subdivision, on the dates as set forth below each signature attached. All signature pages attached hereto are hereby incorporated fully into this document.