

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING  
MAY 7 1990

Rec Fee \$ 17.00 MARTHA O. HAYNIE,  
Add Fee \$ 2.50 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By na  
Total \$ 19.50 Deputy Clerk

PW#14e

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WATERMILL SECTION SIX 3513829 ORANGE CO. FL.  
03:30:00pm 05/11/90

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 601 through 625, inclusive, WATERMILL SECTION SIX according to the Plat thereof, recorded in Plat Book 25, Pages 143-144 Public Records of Orange County, Florida (hereinafter sometimes referred to as the "Subdivision").

OR 4 183 PG 1539

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. 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 after the Declarant is no longer the owner of any lot within the Subdivision, 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 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,

PLEASE RETURN TO JO ANN - CLERK OF THE BCC - ADMIN. CTR. ✓

Prepared By, and  
Return to:  
Mr. William A. Beckett  
Lowndes Drasick, Paster, Kantor & Reed  
P.O. Box 2809  
Orlando, FL 32802-2809

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 dwelling shall be erected nearer to the front lot line, the side lot lines, or the rear lot line than is permitted by applicable Orange County setback regulations.

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. 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.

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, or which tends to cause embarrassment, discomfort, or annoyance to the neighborhood. There shall be no exterior clotheslines.

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 (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 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.

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. 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.

A five (5) foot wall buffer easement is hereby reserved by the Declarant, which easement shall be maintained along the eastern lot lines of Lots 621 through 624, adjacent to the Eastern Beltway, as shown as the five (5) foot wall buffer on the recorded plat. Each individual owner of any such referenced lot shall be responsible for the maintenance of such wall and wall buffer area. Provided, however, the Declarant and the homeowners' association shall also have the right, but not the obligation, to maintain the same with respect to the portion of each such lot included within said wall buffer area. Such portion of each lot shall be subject to a perpetual easement over said wall buffer easement area in favor of the Declarant and the homeowners' association for the purpose of maintenance of said easement areas.

14. 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.

15. 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.

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 Tract A, a retention area, as shown on the plat of Watermill Section Six; and (b) the construction, operation and maintenance of street lighting for the Subdivision.

16. There shall be a structural enclosure of at least thirty-six (36) inches in height, including a gate or door, for the placement of all trash and garbage cans. All exterior pumps, motors, air conditioning compressors, air conditioning equipment, storage tanks, and other mechanical features shall be screened from view either by a decorative structure thirty-six (36) inches in height or landscaping material.

17. No water shall be drawn by any means from any lake for irrigation or for any purposes whatsoever.

18. There shall be no removal of trees or construction of improvements, buildings, docks or boathouses within the Conservation Easement adjacent to Lake Sharp, as shown on the recorded plat, unless prior approval therefor is obtained from the St. Johns River Water Management District. Further, there shall be no vegetation planted or maintained within said

Conservation Easement except native vegetation similar to that currently existing in said easement area and along the shore of Lake Sharp. The reverse swale located along said lake shall be maintained by the owners of the individual lots along said lake in accordance with the terms of these Restrictions. Nothing contained herein shall be construed so as to permit construction in violation of applicable Orange County setback regulations or Lake Shore protection ordinances. Within said Conservation Easement, development rights have been dedicated to Orange County as set forth on the recorded plat. Said dedication of development rights shall not preclude access to Lake Sharp from the lakefront lots upon which the Conservation Easement is located, so long as such access is in compliance with applicable Orange County Lake Shore protection ordinances and is subject to the approval of Orange County.

19. 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. These Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the lot owners; 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 Orange County, Florida.

20. 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, 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.

21. 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 \_\_\_\_\_ day of March, 1990.

Signed, sealed and delivered  
in the presence of:

THE GREATER CONSTRUCTION CORP.

James J. Bible  
John H. Kevick

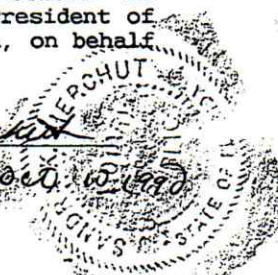
By: Robert A. Mandell  
Robert A. Mandell  
President

OR4 | 83 PG | 542

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th of April, 1990 by ROBERT A. MANDELL, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

Sandra K. Mueckel  
Notary Public  
My Commission Expires: 06.06.1990



Rec Fee \$ 13.00 MARTHA O. HAYNE,  
Add Fee \$ 2.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By ANT  
Total \$ 15.00 Deputy Clerk

FIRST AMENDMENT  
TO  
NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WATERMILL SECTION SIX

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, as the owner of the following described real property located in Orange County, Florida, executed and recorded that certain Notice of Covenants, Conditions and Restrictions for Watermill Section Six dated April 30, 1990 and recorded May 11, 1990 in Official Records Book 4183, at Page 1539, of the Public Records of Orange County, Florida (hereinafter referred to as the "Restrictions"):

3610624 ORANGE CO. FL.  
04:05:40PM 09/24/90

Lots 601 through 625, inclusive, WATERMILL SECTION SIX, according to the plat thereof as recorded in Plat Book 25, Page 143, of the Public Records of Orange County, Florida (hereinafter referred to as the "Property");

JR 4221 PG 2407

and

WHEREAS, Paragraph 19 of the Restrictions provides that the Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the lot owners within the Property; and

WHEREAS, The Greater Construction Corp. is presently the owner of all twenty-five (25) lots, which constitute over seventy-five percent (75%) of the lots within the Property; and

WHEREAS, The Greater Construction Corp. desires to amend the Restrictions in the manner set forth herein, but in all other respects to maintain the Restrictions in full force and effect;

NOW, THEREFORE, in consideration of the premises, The Greater Construction Corp. does hereby declare that the Restrictions shall be amended as follows:

1. Paragraph 15 of the Restrictions shall be amended to read as follows:

This instrument was prepared by and  
should be returned to  
WILLIAM A. BECKETT, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed  
Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802

15. 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.

In addition, Declarant has caused to be established or may cause to be established, a "Municipal Service Taxing Unit" (MSTU) which may provide for one or more of the following: (a) the maintenance and upkeep of various tracts shown on the recorded plats of the Watermill Lakes 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 Watermill Lakes; (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 Watermill Lakes 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).

2. Except as modified herein, the Restrictions shall in all other respects 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 18<sup>th</sup>  
day of September, 1990.

Signed, sealed and delivered  
in the presence of:

THE GREATER CONSTRUCTION CORP.

Donna J. Madley  
Vivian L. Happel

By: Robert A. Mandell  
Robert A. Mandell, President



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of September, 1990 by Robert A. Mandell as  
President of THE GREATER CONSTRUCTION CORP., on behalf of the  
corporation.

COPY

Donna J. Madley  
Notary Public  
My Commission Expires Aug 1, 1993

Notary Public, State of Florida  
My Commission Expires Aug. 1, 1993  
Bonded thru Troy Fain - Insurance



Rec Fee \$ 13.00 MARTHA O. HAYNIE,  
Add Fee \$ 2.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By [Signature]  
Total \$ 15.00 Deputy Clerk

RECORDED  
8/14/91 11 59 AM

SECOND AMENDMENT  
TO  
NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WATERMILL SECTION SIX

ORL 316 PG 1205

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation, as the owner of the following described real property located in Orange County, Florida, executed and recorded that certain Notice of Covenants, Conditions and Restrictions for Watermill Section Six dated April 30, 1990 and recorded on May 11, 1990 in Official Records Book 4183, at Page 1539, of the Public Records of Orange County, Florida, as amended by that certain First Amendment thereto dated September 18, 1990 and recorded September 24, 1990 in Official Records Book 4221, at Page 2422, of the Public Records of Orange County, Florida (hereinafter the "Restrictions"):

Lots 601 through 625, inclusive, WATERMILL SECTION SIX, according to the plat thereof, recorded in Plat Book 25, Page 147, of the Public Records of Orange County, Florida (hereinafter the "Property");

and

WHEREAS, Paragraph 19 of the Restrictions provides that the Restrictions may be amended, in whole or in part, by an instrument signed by not less than seventy-five percent (75%) of the lot owners within the Property; and

WHEREAS, The Greater Construction Corp. is presently the owner of one hundred (100) of the lots within the Property; and

WHEREAS, The Greater Construction Corp. desires to amend the Restrictions in the manner set forth herein, but in all other respects to maintain the Restrictions in full force and effect;

NOW, THEREFORE, in consideration of the premises hereof, The Greater Construction Corp. does hereby declare that the

This instrument was prepared by and  
should be returned to  
WILLIAM A. BECKETT, Esquire  
Lowndes, Dinsdick, Doster, Kantor & Reed  
Professional Association  
215 North Eola Drive  
Post Office Box 2509  
Orlando, Florida 32802





Restrictions shall be amended as follows:

1. Paragraph 11 of the Restrictions shall be amended to read as follows:

11. 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. No chain link fences shall be erected or maintained on any portion of any lot. This prohibition of chain link fences shall not prohibit the erection and maintenance of any chain link fences within other areas of the Subdivision outside the boundaries of platted lots.

2. Except as modified herein, the Restrictions shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, The Greater Construction Corp. has caused these presents to be executed by its duly authorized

JR4316 #61206

officer and its corporate seal to be hereunto affixed this 12th  
day of August, 1991.

Signed, sealed and delivered  
in the presence of:

Jeannette Caldwell  
Name: Jeannette Caldwell  
(Print)

Vivian L. Hoppel  
Name: Vivian L. Hoppel  
(Print)

THE GREATER CONSTRUCTION CORP.

By: Robert A. Mandell  
Robert A. Mandell,  
President  
P.O. Box 3873  
Longwood, (Corporate Seal)  
Florida 32791

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
12th day of August, 1991 by Robert A. Mandell, as President of  
THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf  
of the corporation.

Vivian L. Hoppel  
Name: Vivian L. Hoppel  
(Print)

Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 15, 1995  
Banded This Day June - Insurance Inc.

BR4316 PG1207