

2138128 ORANGE CO., FL

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L.S. 3515 PL 2023

NOTICES OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WATERMILL WEST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE GREATER CONSTRUCTION CORP., a Florida corporation (hereinafter referred to as "Greater"), is the owner of that certain real property located in Orange County, Florida, more particularly described as follows:

Lots 1 through 24, inclusive, WATERMILL WEST, according to the Plat thereof recorded in Plat Book 13, Page 134, Public Records of Orange County, Florida.

(hereinafter referred to as the "Property"); and

WHEREAS, Greater desires that the Property be subject to like covenants, conditions and restrictions for the mutual benefit and protection of Greater and all persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, Greater does hereby declare the Property to be subject to the following covenants, conditions and restrictions binding upon Greater and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in the Property, and their heirs, successors and assigns, to wit:

1. All lots heretofore or hereafter platted upon the Property ("lot" or "lots") shall be used only 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 either attached to such dwelling or detached therefrom.

2. No building shall be erected, placed or altered on any lot until a plan showing the location of the structure has 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 initially shall be 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 members shall have full authority to designate a successor. After dwellings have been erected on all of the lots, or five (5) years from the date hereof, whichever shall first occur, the Architectural Control Committee shall be appointed by, and serve at the pleasure of, the Board of Directors of the Watermill Homeowner's Association, Inc. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

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

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related covenants shall be deemed to have been fully complied with.

5. No dwelling shall be permitted on any lot at a construction cost of less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) based upon cost levels prevailing on the date these covenants, conditions and restrictions are recorded. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than that permitted by applicable Orange County standards.

6. No dwelling shall be constructed on a lot having an area of less than that permitted by applicable Orange County standards.

7. All roofs on all dwellings shall be covered with asphalt shingles. Each dwelling roof may vary in color from dwelling to dwelling; provided, however, such colors when appearing on roofs of adjacent dwellings shall be harmonious with one another.

8. The exterior facia of all dwellings shall be of wood, colorcrete, simulated brick, simulated stone, real brick, real stone, or painted concrete block; provided, however, there shall be no exposed or painted concrete block on the front elevation of any dwelling.

9. 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. No structure other than a dwelling, one detached garage and one accessory building to house yard maintenance equipment shall be placed upon a lot. The accessory building shall be located in the rear yard and shall meet all applicable zoning requirements and set backs.

10. 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 clothes lines.

11. 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 kept, bred or maintained for any commercial purposes.

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. 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 Greater to advertise the property during the construction and sale period. No sign shall be displayed on any lot which does not conform with applicable Orange County standards or regulations.

14. 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 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 if 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 the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. 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.

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. 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.

18. All lots shall be served by septic tanks or a public or privately owned sewer and water system and the owners of residences shall pay the monthly charges, if any, for such services as are from time to time imposed.

19. No water shall be drawn by any means from any lake for irrigation or for any other purposes.

20. No fence or wall shall be erected, placed or altered on any lot located adjacent to or which protrudes into that easement known as Right-of-Way Easement (hereinafter referred to as the Easement) in favor of Florida Power Corporation, as reflected on the plat of the Property, nearer to the centerline of the easement than twenty (20) feet at any point along the centerline of the Easement where no transmission facility or structure (other than overhead lines) is located, nor nearer than twenty-five (25) feet from the edge of any transmission facilities or structures, other than overhead lines, which are located along the centerline of the Easement.

21. The covenants and restrictions set forth herein, as amended from time to time, shall run with and bind the land, for a term of thirty (30) years from the date these

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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. Any Amendment must be recorded in the Public Records of Orange County.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages or for the specific performance of any covenant, condition or restriction hereof. Failure to enforce any covenant, condition or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter.

23. 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.

24. Invalidation of any one of these covenants, conditions and 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 undersigned has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 22nd day of February, 1984.

Signed, sealed and delivered in the presence of:

THE GREATER CONSTRUCTION CORP.

Julian E. Whitehurst
Edward J. Gray, Jr.

By *Lester N. Mandell*
Lester N. Mandell, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of February, 1984, by Lester N. Mandell, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

Julian E. Whitehurst
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Dec. 2, 1986

RECORDED & RECORD VERIFIED

Thomas H. Latta
County Comptroller, Orange Co., Fla.