

DECLARATION  
OF  
COVENANTS, CONDITIONS and RESTRICTIONS  
FOR  
VISTA VERDE ESTATES

THIS DECLARATION made this 31st day of January, 1993, by Martin M. Koshar, Claire N. Koshar, Robert W. Smith and Martha Y. Smith hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain real property in Lake County, Florida, more particularly described as:

SEE EXHIBIT "A"; ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

AND, WHEREAS, DEVELOPER desires to develop the real property into large residential lots and to create certain restrictions in regard to the lots which will preserve the value and beauty of the lots;

NOW, THEREFORE, DEVELOPER hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property and which shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DIVISION OF PROPERTY. The DEVELOPER has developed the property into lots according to a plat recorded in Plat Book 34 , Pages 1,2&3 Public Records of Lake County, Florida. DEVELOPER retains the right to modify or resubdivide any portion of the lands not sold. No purchaser may subdivide any of the lots or tracts for any reason.

2. USE RESTRICTIONS. All of the parcels shall be considered agriculture and residential and shall be used for agricultural and residential purposes only. No business shall be conducted directly within the confines of any parcel. However this is not intended to restrict a homeowner from maintaining an office within the domicile for individually conducting professional work at home. Direct service to customers or prospective customers shall not be permitted. Absolutely no sign advertising business activity shall be permitted.

3. SETBACK REQUIREMENTS. The minimum setback requirements for buildings on all lots shall be in accordance with the plat approved by Lake County or the following whichever is greater:

Setback from paved and dedicated road - 75 feet

Setback for side yard lot lines - 25 feet

Setback from rear lot lines - 50 feet

Setback of outbuildings to house animals shall be the maximum practical distance from all property lines behind the domicile.

4. TEMPORARY STRUCTURES. The real property shall be used strictly for one (1) rural residential home and the normal outbuildings connected with a farm or ranch and no structure of a temporary nature, including trailer, tent, shack or other like outbuildings shall be placed or used upon the property at any time, temporarily or permanently; provided, however, that this prohibition shall not apply to temporary shelters used by the contractor during the construction of the main dwelling house or any other outbuildings so long as such temporary shelter shall not be used for human dwelling or animal occupancy.

5. ARCHITECTURAL CONTROL COMMITTEE. No building, structure, mailbox or fence shall be erected, placed or altered on any lot or tract until the construction plans and specifications, including landscape plans, irrigation plans, and a plan showing the location of the building or 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 finished grade elevation. Construction plans must be drawn to scale, show exterior elevations and contain square footage calculations. All exterior color schemes must also be submitted for approval. The Architectural Control Committee shall originally be composed of the Developers. After sale of all lots on the tract the lot owners shall elect all Committee members. Thereafter, the number of members on the Architectural Control Committee shall not be greater than five (5) unless changed by majority vote of the lot owners of record. Each lot shall be entitled to one vote.

6. PROCEDURE. The Architectural Control Committee's approval or disapproval of plans or specifications as required in these Restrictions shall be in writing. In the event any plans or specifications are not approved or disapproved within ten (10) days after such submittal, the plans or specifications shall be deemed to be approved. Any person or firm purchasing a lot in this subdivision does so with the express understanding that these Restrictive Covenants and Conditions are to be strictly construed and no person or firm can establish a legal or equitable position by starting construction on any structure without first

submitting the required plans and/or specifications. The Architectural Control Committee shall be reasonable in its consideration of any plans or specifications and will provide written proof of receipt.

7. PERMANENT BUILDINGS. Lake County Zoning Laws shall control over any of these provisions in conflict. The primary residence and garage(s) shall be a design that would be considered a standard style in Florida and shall not be one that would be considered radical in nature. No mobile homes, doublewides, modular units, prefabricated panel wall construction or any other type of prefabricated package as these terms are commonly known in 1993 shall be erected on any parcel as a primary residence, provided, however, nothing contained herein shall prevent the use of trusses, prefabricated cabinets and prefabricated window and door units. No "earth home" or predominantly submerged one as it is commonly known shall be erected on any parcel. The outside finish of each primary dwelling shall be wood, brick, stone, stucco or any other finished material normally used in the construction of homes in Florida. No bright paint, unusual or severe color schemes shall be permitted. Nothing contained herein shall prevent any owner from utilizing energy-saving features, such as a roof-mounted solar heating system. All outbuildings shall be of qualified and permanent material (such as wood, block, stone, etc.) and shall be consistent with dwelling in design and color. All water tanks, pumps and water softeners shall be covered by a structure constructed of materials and designed similar to the principal residence or buildings. No externally visible TV or radio antenna, except 18-inch diameter TV dish or smaller shall be permitted. Such dish, if mounted externally, shall be located behind and to the rear of the residence away from the nearest roadway. All permanent electrical service lines to structures or equipment shall be installed underground, including primary service lines. Every property owner shall plant and maintain at least six hardwood trees having a diameter of at least 1-1/2 inches between the front of the owner's principal residence and the front lot line before initial occupancy of the principal residence. Each lot shall be seeded or sodded within sixty days after occupancy in at least 1/2 acre surrounding the residence.

8. DWELLING SIZE AND BUILDING RESTRICTIONS. No single family residence shall be constructed on any lot with a living area which is less than 2,500 square feet, exclusive of garages, screenrooms, porches or storage areas. All residences shall have at least a two-car garage which may be detached from the principal house. The garage shall meet the requirements of paragraph 5 above.

9. OTHER STRUCTURES. Other structures specifically allowed on each parcel in addition to the primary residence are barns to house horses, tool barns, storage barns, greenhouses, swimming pools, racquetball and tennis courts and kennels for dogs or cats as long as they meet the requirements of Paragraph 16 below. Where possible, other structures shall conform to the same style and structure type as the principle dwelling. No structure shall be taller ground to peak, than the domicile building and in no case shall outbuildings be more than single-story. No open-sided building, including pole barns shall be permitted. No other structure shall be placed on any lot before a dwelling is constructed thereon.

10. FENCES AND WALLS. Areas containing the domicile and/or grazing of horses shall be fully enclosed by fences. All fences running across the front of the lots shall be constructed and maintained so as to provide an appearance of a maintained structure. Fences running across the front of the lot shall be located as close to the road right-of-way as reasonably practical, however, the electric power company should be contacted for depth and location of cables before fencing within easements. In any event, all fences, including privacy fences, must be approved by the architectural control committee. Barbed wire fences are specifically prohibited. Chain link fences cannot have open ends on the top. Walls may be constructed as an adjunct to permanent buildings but only after approval from the Architectural Control Committee. Lot owners are responsible for maintaining and repairing their own fences and walls.

11. NUISANCES. All buildings, fences and grounds of each parcel shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old household appliances and equipment shall not be allowed to be placed or maintained on any parcel. Operating equipment shall be stored in outbuildings conforming with paragraph 7 above.

12. FIRE CONTROL. Each owner must mow and maintain his or her parcel as necessary to prevent fires; each parcel to be mowed at least three (3) times a year, before and after the construction of any building.

13. TRAILERS, BOATS AND HEAVY EQUIPMENT. No motorhome, travel trailer, camper, boat, or boat trailer shall be placed within any of the setback lines, either temporarily or permanently, and further must be located behind the rear of the principle house. Heavy industrial equipment and trucks other than pick up trucks are expressly prohibited from being stored on any parcel. Farm equipment necessary for the maintenance of a parcel shall be permitted if stored behind the rear of the principle house and not within the set-backs.

14. FILLING OR EXCAVATING AND MAINTENANCE. No parcel shall be excavated or elevated where such activity materially affects the surface grade of the surrounding land or the surface water flow as reflected in the approved sub-division plan. The Lot owners shall be responsible for the maintenance, operation and repair of the swales on said property. Maintenance, operation and repair shall mean the exercise

of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance of other stormwater management capabilities as permitted by the St. John's River Water Management District. Filling, excavating or otherwise obstructing the surface water flow in the swales is prohibited.

15. SIGN POSTING. Absolutely no signs shall be posted or displayed on any parcel except to identify the owner(s) name unobtrusively and/or for the express purpose of selling the property.

16. ANIMALS. No animals except dogs, cats, and horses shall be permitted. No more than two horses per lot shall be allowed except during periods between birth and weaning of foals born to horses housed thereon. Dogs and cats shall be limited to family pets and their number shall be restricted to assure their proper care and attention and to avoid a nuisance to neighbors and to assure that noise is not persistent. To this end, all such animals shall be housed inside permanent structures, either owners domicile or an outbuilding, during hours of darkness. No horses shall be kept on any parcel, either permanently or temporarily, unless an irrigated pasture for forage is provided for such animals. The pasture must be planted in an improved pasture grass, fertilized regularly as needed, and mowed and otherwise cared for to insure healthy and adequate forage growth in order to maintain complete ground coverage at all times. Under no circumstances will animals be allowed on bare sand pastures. It is specifically understood that all other types of animals, including but not limited to - hogs, goats, cows, poultry, rabbits, peacocks and wild animals shall not be permitted. No kennel or other commercial animal operation shall be maintained on any parcel; provided, however, nothing contained herein shall prohibit the owner from selling the offspring of his or her animals. No signs advertising the sale of such offspring shall be posted on or near the property. No animal shall be allowed outside the confines of its property unless under the direct control of the owner. No owner shall allow a dog to attack or threaten any person in adjacent areas, bicycling or walking on the right-of-way of the streets in the subdivision.

17. THREE-WHEELERS AND ALL TERRAIN VEHICLES. No vehicles commonly known as "three-wheelers", "all terrain vehicles" or off road motor bikes or dirt bikes shall be operated within the subdivision, except when used for the purpose of maintaining or for normal agricultural pursuits on a parcel. In no instances shall "three-wheelers" or "all terrain vehicles" be used within the subdivision as pleasure vehicles.

18. MAINTENANCE OF ROADS AND ROAD RIGHT OF WAY. Each property owner shall be responsible to provide a paved driveway at one entry between the property owner's lot line and the normal street paving. Driveway crossing of storm water swales beside the paved road must comply with the subdivision plan approved by Lake County and the St. John's District. Every property owner shall be responsible for maintaining that portion of the road right-of-way lying between the property owner's lot line and the edge of the paving.

19. GARBAGE CANS. No garbage cans shall be visible from the paved road except on days of pickup.

20. DURATION. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of any and all of the parcels subject to this Declaration, their legal representatives, heirs, successors and assigns, for a period of fifty (50) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless changed by at least 3/4 of the owners.

21. NOTICES. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner of record on the Public Records of Lake County, Florida.

22. COSTS AND EXPENSES. Any parcel owner (which term shall include all members of the parcel owner's family) breaching the terms of this Declaration shall be liable for all costs of such breach, including court costs and reasonable attorney's fees.

23. AMENDMENTS. Amendments shall be made at the discretion of the DEVELOPERS until all lots have been sold. Thereafter these Covenants, Conditions and Restrictions may be added to or amended in whole or in part by 3/4 of the property owners voting in favor of such amendment or amendments; provided, however, the affirmative vote of all the property owners (whether in attendance at a meeting or not) will be required to pass any amendment that would effect the further subdivision of any of the parcels; except for the DEVELOPER as set out in Paragraph 1 above. Each owner(s) shall have one vote for each parcel as designated on the plat of the subdivision.

BY: \_\_\_\_\_  
MARTIN M. KOSHAR

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CLAIRE N. KOSHAR

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ROBERT W. SMITH

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MARTHA Y. SMITH

STATE OF FLORIDA, COUNTY OF LAKE: Original and First Amendment recorded in O.R. Book 1457, pages 224 and 225, on or before August 12, 1996