



April 7, 2006

Mr. William Carlie Jr.
St. Johns River Water Management District
975 Keller Road
Altamonte Springs, FL 32714
Phone: (407) 659-4833
Fax: (407) 659-4805

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ALTAMONTE SVC. CENTER

Re: Request for Conversion of Permits Number: 4-069-19339-4
Greater Pines Phases 8-10

Dear Mr. Carlie:

As the original permittee for Greater Pines Phases 8-10, we request that the St. Johns River Water Management District transfer Permit Number 4-069-19339-4 from Greater Homes, Inc. f/k/a Greater Construction Corp. to Greater Pines Homeowner's Association, Inc. In accordance with this request, we are including for your review the following documentation:

1. Copy of St. Johns River Water Management District letter dated March 13, 2001 granting the original permit number 4-069-19339-4 to Greater Construction Corporation.
2. Copy of Permit Number 4-069-19339-4 (the "Permit").
3. Copy of St. Johns River Water Management District letter dated January 6, 2006 stating that the Permit is ready to be converted to the Operations and Maintenance phase and transferred to the Operation and Maintenance entity;
4. Recorded Notice of Covenants, Conditions, and Restrictions For Greater Pines – Phase 8 dated July 2, 2001 and recorded October 24, 2001 in Official Records Book 2018, Page 2043, Public Records of Lake County, Florida;
5. Recorded First Amendment to Notice of Covenants, Conditions, and Restrictions For Greater Pines – Phase 8 dated February 20, 2002 and recorded March 4, 2002 in Official Records Book 2078, Page 1247, Public Records of Lake County, Florida;
6. Recorded Notice of Covenants, Conditions, and Restrictions For Greater Pines – Phase 9 dated March 25, 2002 and recorded March 10, 2003 in Official Records Book 2274, Page 325, Public Records of Lake County, Florida;

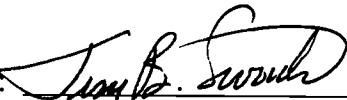
William Carlie, Jr.
April 7, 2006
Page 2

7. Recorded Notice of Covenants, Conditions, and Restrictions For Greater Pines – Phase 10 dated March 25, 2002 and recorded March 10, 2003 in Official Records Book 2274, Page 337, Public Records of Lake County, Florida;
8. Articles of Incorporation of Greater Pines Homeowners' Association, Inc., dated August 23, 1993 and filed with the Secretary of State of Florida on September 1, 1993.
9. Bylaws of Greater Pines Homeowners' Association, Inc., adopted on October 1, 1993.

Should you need any additional information or documentation in connection with the foregoing request, please contact Jason S. Rimes, Esquire, at Lowndes, Drosdick, Doster, Kantor & Reed, P.A., (407) 843-4600. Thank you.

Sincerely,

GREATER HOMES, INC. f/k/a GREATER
CONSTRUCTION CORP.

By: 

Jesse Swords, P.E.
Land Development Manager

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POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500
TDD 904-329-4450

SUNCOM 904-860-4800
TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4318

(Administration/Finance) 329-4508

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
TDD 904-448-7800

PERMITTING:
308 East Drive
Melbourne, Florida 32904
407-884-4840
TDD 407-722-6368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-782-3100
TDD 407-758-3102



March 13, 2001

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Greater Construction Corp.
1105 Kensington Dr
Altamonte Springs, FL 32714

SUBJECT: Permit Number 4-069-19339-4
Greater Pines, Phases 8-10

Dear Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on March 13, 2001.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis
Gloria Lewis, Director
Permit Data Services Division

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

Consultant: CPH Engineers Inc
1117 E Robinson St
Orlando, FL 32801

William Kerr, CHAIRMAN
MELBOURNE BEACH

Ometrias D. Long, VICE CHAIRMAN
APOPKA

Jeff K. Jennings, SECRETARY
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Duané Ottenstroer, TREASURER
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Dan Roach
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EAST LAKE WEIR

Reid Hughes
DAYTONA BEACH

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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-069-19339-4

DATE ISSUED: March 13, 2001

PROJECT NAME: Greater Pines, Phases 8-10

A PERMIT AUTHORIZING:

a surface water management system consisting of 126 single-family residential homes with associated infrastructure for Phases 8 through 10 of the Greater Pines subdivision. Impacts to wetlands and/or other surface waters are not authorized as part of this permit.

LOCATION:

Section(s): 28, 33
Lake County

Township(s): 22S

Range(s): 26E

ISSUED TO:

Greater Construction Corp.
1105 Kensington Dr
Altamonte Springs, FL 32714

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 13, 2001

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By: 

By: 

(Director)
Jeff Elledge

(Assistant Secretary)
Henry Dean

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-069-19339-4
GREATER CONSTRUCTION CORP.
DATED MARCH 13, 2001

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No.

40C-4.900(3) indicating the actual start date and the expected completion date.

7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 50C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction

(conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation

and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The operation and Maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District Form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
24. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on November 13, 2000 and as amended by plan sheets 5 and 6 of 20, received by the District on January 25, 2001.
25. In the event that Lake County is unable or unwilling to pass a resolution for special assessments to be used for the operation and maintenance of the surface water and/or stormwater management system for phases 8-10 of the development, then the permittee must form a non-voluntary homeowner's association to serve as the operation and maintenance entity for phases 8-10 and shall submit draft Articles of Incorporation and Declaration of Covenants and Restrictions to the District for approval prior to lot sales or use of the infrastructure for its intended purpose.

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St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director
David Dewey, Altamonte Springs Service Center Director

975 Keller Road • Altamonte Springs, FL 32714-1618 • (407) 659-4800
On the Internet at www.sjrwmd.com.

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JAN 13 2006

January 6, 2006

Mr. Charles Gregg, President
Greater Construction Corp.
1105 Kensington Park Drive
Altamonte Springs, FL 32714

Re: District Surface Water Permit 4-069-19339-4 - Greater Pines Phases 8-10, Clermont
St. Johns River Water Management District Compliance #436513
As-Built Certification for Phase 8 by CPH Engineers, Inc, dated March 11, 2002
As-built Certification for Phases 8-10 by CPH Engineers, Inc, dated June 23, 2003
District letter to Greater Construction Corp., dated April 28, 2005
CPH Engineers letter to District, dated June 28, 2005
CPH Engineers faxed letter to District, dated September 22, 2005

Dear Mr. Gregg:

Pursuant to staff receipt of your faxed letter on September 22, 2005, District Compliance staff visited the subdivision on December 22, 2005, to inspect the surface water management system. Staff concurs with the CPH letter report that the corrective actions described in the reference District letter have been completed.

On the basis of your completion of these corrective actions, staff has determined that the substantial deviations have been corrected and the system is being maintained in accordance with the District permit.

On the basis of these findings, the permit can be converted to its Operations and Maintenance phase, per 40C-42.028, Florida Administrative Code, and transferred to the Operation and Maintenance entity, Greater Pines HOA, Inc., per 40C-1.612, F.A.C.

If you need further information, please contact me at 407-659-4834. For assistance with the permit transfer, please call Mr. Charles Pham at 407-659-4874.

Sincerely,

Wil Causseaux

K. Wilford Causseaux, PE
Department of Water Resources

cc: William Carlie, Charles Pham, Altamonte Springs Permit File, PDS-CI

cc: Greater Pines HOA, 1105 Kensington Park Drive, Altamonte Springs, FL 32714
Lawrence Pultz, CPH Engineers, Inc., 1117E. Robinson Street, Orlando, FL 32801

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	John G. Sowinski, VICE CHAIRMAN ORLANDO	Ann T. Moore, SECRETARY BUNNELL	Duane L. Ottenstroer, TREASURER JACKSONVILLE
R. Clay Albright OCALA	Susan N. Hughes PONTEVEDRA	William W. Kerr MELBOURNE BEACH	Ometrias D. Long APOPKA
			W. Leonard Wood FERNANDINA BEACH

THIS DOCUMENT 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 32802-2809

CFN 2001103031
BK 02018 Pgs 2043 - 2048; (6pgs)
DATE: 10/24/2001 02:26:36 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 25.00
TRUST FUND 3.50

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREATER PINES - PHASE 8

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 801 through 855, inclusive, GREATER PINES - PHASE 8,
according to the Plat thereof, recorded in Plat Book 46, Pages
43 through 45, Public Records of Lake County, Florida.

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, which shall include the allowance of short-term rentals as further provided under Paragraph 20 below. These Restrictions are not intended to classify short-term rentals as a non-residential use, nor to restrict or prohibit short-term rentals. 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. 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 (including fences but excluding in ground swimming pools which are built in compliance with applicable governmental codes and

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R-Doni Nicholson/Public Works

standards and set back lines and which do not encroach into any easements on the lot) 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 Hampton P. Conley and Simon D. Snyder. 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. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Pines Subdivision (including all phases of the Greater Pines Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of the all platted phases of Greater Pines (the "Association") or their designated representatives. 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 Greater Pines Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, 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 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. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Pines - Phase 8.

7. No structure of a temporary character, trailer, ^{JAMES L. WHIKINS, CLERK OF COURT}basement, tent, shack, garage, ^{LAKE COUNTY}barn or other outbuilding shall be used on any lot at any time as ^{RESIDENCES}accessories either temporarily or permanently. In addition, no accessory apartments (whether ^{TRUST FUND 350}authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle 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. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

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.

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 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.

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 containers, receptacles and 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) such free-standing antenna and 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.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" ("MSTU") or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Pines Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds, etc.) on and within various tracts and plat easement areas for the use and benefit of the Greater Pines Subdivision and the residents of the Greater Pines Subdivision including and all phases (existing or future) of the Greater Pines Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Pines Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions of any such MSTU or MSBU upon its establishment may place upon all residents of the Greater Pines Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. 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 combined lot owners in Greater Pines - Phase 8; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Pines Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Pines - Phase 8, Declarant may amend these Restrictions in whole or in part for reasons which benefit the entire Subdivision or to resolve

inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

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

19. 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.

20. The Lake County ordinances and development conditions applicable to the subdivision permit the rental of homes in the subdivision on both a short-term (less than 28 days) and a long-term basis, and the subdivision has been developed by Declarant in full reliance upon such applicable governmental ordinances and development conditions. All current and future owners of lots within the subdivision are hereby placed on notice of the allowance of both short-term and long-term rentals. All current and future residents of the subdivision are also put on notice that they should inquire of the County government for the specific terms of the ordinances and development conditions applicable to short-term rentals in the subdivision.

21. There may be additional restrictions applicable to the Greater Pines - Phase 8 Subdivision which are set forth on the face of the Plat of Greater Pines - Phase 8. Such restrictions are incorporated herein by this reference thereto.

22. 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 fence within other areas of the Subdivision outside the boundaries of platted lots.

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 2 day of JULY, 2001.

Signed, sealed and delivered in the presence of:

Sandra K. Merchut
Name: SANDRA K. MERCUT

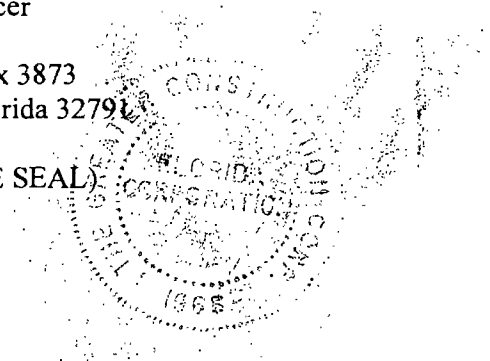
Selina M. Everidge
Name: Selina M. Everidge

THE GREATER CONSTRUCTION CORP., a Florida corporation

By: [Signature]
Name: Robert A. Mandell
Its: Chairman of the Board and Chief Executive Officer

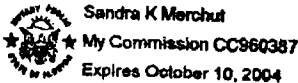
Post Office Box 3873
Longwood, Florida 32791

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2 day of JULY, 2001 by Robert A. Mandell, as Chairman of the Board and Chief Executive Officer of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification and did (not) take an oath.



Sandra K. Merchut
Notary Public, State of Florida
Name: _____
(Print or Type)
Commission No.: _____
My Commission Expires: _____

RECEIVED
APR 11 2006
PDS
ALTAMONTE SVC. CTR.

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CFN 2002023035
Bk 02078 Pgs 1247 - 1249; (3pgs)
DATE: 03/04/2002 09:37:37 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 13.00
TRUST FUND 2.00

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

William Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
Telephone: (407) 843-4600

**FIRST AMENDMENT TO NOTICE OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GREATER PINES - PHASE 8**

**THIS FIRST AMENDMENT TO NOTICE OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GREATER PINES - PHASE 8** made this 20th day of
February, 2002 by **THE GREATER CONSTRUCTION CORP.**, a Florida corporation
(hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed and recorded that certain Notice of Covenants,
Conditions and Restrictions for Greater Pines - Phase 8 dated July 2, 2001 and recorded October
24, 2001, in Official Records Book 2018, at Page 2043, of the Public Records of Lake County,
Florida (the "Declaration") imposing certain covenants, conditions, restrictions, reservations,
assessments, and easements as more particularly set forth therein; and

WHEREAS, the Declaration encumbers and is applicable to certain property located in
Lake County, Florida as further described therein (hereinafter referred to as "Greater Pines -
Phase 8"); and

WHEREAS, Paragraph 17 of the Declaration provides that so long as the Declarant is
the owner of one or more lots within Greater Pines - Phase 8; Declarant may amend the
Declaration in whole or in part for reasons which benefit the entire Subdivision or to resolve
inconsistencies or errors in the Declaration; and

WHEREAS, Declarant currently retains at least one lot within Greater Pines - Phase 8;
and

WHEREAS, Declarant wishes to amend and modify the Declaration as set forth herein.

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APR 11 2006

PDS
ALTAMONTE SVC. CTR.

NOW, THEREFORE, in consideration of the premises hereof, Declarant does hereby declare that the Declaration shall be amended as follows:

1. Paragraph 2 of the Declaration is hereby amended to include the following sentences at the end thereof:

The Architectural Control Committee shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications, and plot plans, or any of them, based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall, fence, swimming pool, screening or other structure or improvements, including change in exterior paint color, shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Paragraph 2.

2. Except as otherwise provided herein, all capitalized terms herein shall have the same meaning assigned to them in the Declaration.

3. Except as modified herein, the Declaration 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 in manner and form sufficient to be binding this 20 day of February, 2002.

WITNESSES:

Roxane H Stratton
Printed Name: Roxane H Stratton

Janice D Conley
Printed Name: Janice D Conley

THE GREATER CONSTRUCTION CORP., a Florida corporation

By: Charles W. Gregg
Charles W. Gregg, President

“DECLARANT”

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20 day of February 2002, by Charles W. Gregg, as President of **THE GREATER CONSTRUCTION CORP.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Roxane H Stratton
Notary Public, State of Florida
Name: Roxane H Stratton
Commission No.: CC822845
My Commission Expires: 4-1-03



Roxane H Stratton
My Commission CC822845
Expires April 1, 2003

RECEIVED
APR 11 2006
PDS
ALTAMONTE SVC. CTR.

THIS DOCUMENT 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 32802-2809

1 1001 10 110 11 001 11 001 00 11 11 001 10 101 11 100 10 001 00 11 1 1001

CFN 2003028763
Bk 02274 Pgs 0325 - 330; (6pgs)
DATE: 03/10/2003 09:17:37 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 25.00
TRUST FUND 3.50

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREATER PINES - PHASE 9

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 901 through 956, inclusive, GREATER PINES - PHASE 9, according to the Plat thereof, recorded in Plat Book 48, Pages 80 through 81, Public Records of Lake County, Florida (hereinafter referred to as the "Property").

AND WHEREAS, THE GREATER CONSTRUCTION CORP. desires that the Property be subject to restrictions for the mutual benefit and protection of themselves and 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, THE GREATER CONSTRUCTION CORP., as the owner of all the Property described above (hereinafter sometimes referred to as "the Declarant"), does hereby declare the Property to be subject to the following restrictions, reservations and conditions (the "Restrictions") binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in the Property, or any portion thereof, 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 and a private garage for not less 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 parked in the street area in front of the lot overnight or for a period of more than ten (10) consecutive hours. The provisions of this Section shall not apply to the parking or storage of any vehicles used by the Declarant during construction of any residence or other development of the Property.

2. No building, structure or appurtenance (including fences but excluding in ground swimming pools which are built in compliance with applicable government codes and

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R: S. Weekley - Public Works

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APR 11 2006

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ALTAMONTE SVC. CTR.

standards and set back lines and which do not encroach into any easements on the lot) 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 Hampton P. Conley and Simon D. Snyder. 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. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Pines Subdivision (including all phases of the Greater Pines Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of all platted phases of Greater Pines (the "Association") or their designated representatives. 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 Greater Pines Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, 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 floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than sixteen hundred (1,600) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Pines - Phase 9.

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. In addition, no accessory apartments (whether or not authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle 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. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

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.

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, 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.

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 containers, receptacles and 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) such free-standing antenna and 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.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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 owner of each lot.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" ("MSTU") or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Pines Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds, etc.) on and within various tracts and plat easement areas for the use and benefit of the Greater Pines Subdivision and the residents of the Greater Pines Subdivision including and all phases (existing or future) of the Greater Pines Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Pines Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions of any such MSTU or MSBU upon its establishment may place upon all residents of the Greater Pines Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. 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 combined lot owners in Greater Pines - Phase 9; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Pines Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Pines - Phase 9, Declarant may amend these Restrictions in whole or in part, without the necessity of obtaining the consent or approval of any other lot owners in Greater Pines - Phase 9, for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

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

19. 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 the 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.

20. There may be additional restrictions applicable to the Greater Pines - Phase 9 Subdivision which are set forth on the face of the Plat of Greater Pines - Phase 9. Such restrictions are incorporated herein by this reference thereto.

21. 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 fence within other areas of the Subdivision outside the boundaries of platted lots.

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 25 day of March, 2002.

Signed, sealed and delivered
in the presence of:

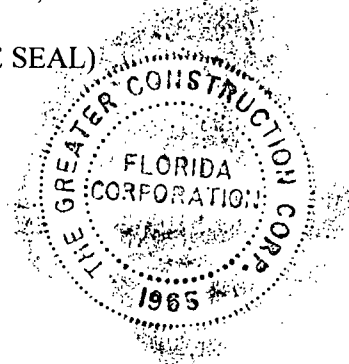
Roxane H. Stratton
Name: Roxane H. Stratton
Ross A. Kiebel
Name: ROSS A. KIEBEL

THE GREATER CONSTRUCTION
CORP., a Florida corporation

By: Charles W. Gregg
Charles W. Gregg, President

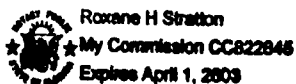
Address: Post Office Box 3873
Longwood, Florida 32791

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 25 day of March, 2002 by Charles W. Gregg, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did (not) take an oath.



Roxane H Stratton
Notary Public, State of Florida
Name: Roxane H Stratton
(Print or Type)
Commission No.: CC822845
My Commission Expires: 4-1-2003

standards and set back lines and which do not encroach into any easements on the lot) 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 Hampton P. Conley and Simon D. Snyder. 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. The two (2) original members set forth herein may resign from the Committee at any time, in their sole discretion, and appoint either two (2) or three (3) new members as their replacements making up the Architectural Control Committee. In any event, all powers and responsibilities of the original members shall terminate upon the sale by the Declarant of all of its lots within the entire Greater Pines Subdivision (including all phases of the Greater Pines Subdivision), and such powers and responsibilities shall thereafter be assumed by the Board of Directors of any homeowners' association made up of residents of all platted phases of Greater Pines (the "Association") or their designated representatives. 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 Greater Pines Subdivision, including all phases thereof, the Board of Directors of the Association may annually designate the members of the Committee, and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, 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 floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than sixteen hundred (1,600) square feet.

6. All dwellings shall be erected and maintained in compliance with the applicable setback requirements of Lake County and any governmental entity having jurisdiction over Greater Pines - Phase 10.

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. In addition, no accessory apartments (whether or not authorized under Lake County rules, laws, ordinances or regulations) shall be used or permitted on any lot whether attached to a principal or accessory structure or free standing. Further, no truck larger than two (2) tons in total weight, trailer, recreational vehicle, boat or similar vehicle 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. Further, even if said permission has been granted, it may be revoked by the Architectural Control Committee in its reasonable discretion.

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.

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, 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.

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 containers, receptacles and 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) such free-standing antenna and 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.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure (other than approved fencing), 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 owner of each lot.

16. The Declarant has caused to be established or may cause to be established a "Municipal Service Taxing Unit" ("MSTU") or a "Municipal Service Benefit Unit" ("MSBU") which may provide for one or more of the following: (a) the maintenance and upkeep of any recreation, retention and drainage area shown on the recorded plats of the Greater Pines Subdivision, as more specifically set forth under the terms of the MSTU or MSBU; (b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds, etc.) on and within various tracts and plat easement areas for the use and benefit of the Greater Pines Subdivision and the residents of the Greater Pines Subdivision including all phases (existing or future) of the Greater Pines Subdivision; (c) the construction, operation and maintenance of street lighting for the Greater Pines Subdivision; and (d) any other purpose approved for the MSTU or MSBU by the applicable governmental jurisdiction. The provisions of any such MSTU or MSBU upon its establishment may place upon all residents of the Greater Pines Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU or MSBU. Upon its establishment, the specific terms of any such MSTU or MSBU may be obtained from the applicable county department(s).

17. 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 combined lot owners in Greater Pines - Phase 10; provided, however, so long as the Declarant is the owner of one or more lots within the Greater Pines Subdivision, (whether in the current development or a subsequent phase) any amendment shall require the written consent of the Declarant and provided, further, so long as Declarant is the owner of one or more lots within Greater Pines - Phase 10, Declarant may amend these Restrictions in whole or in part, without the necessity of obtaining the consent or approval of any other lot owners in Greater Pines - Phase 10, for reasons which benefit the entire Subdivision or to resolve inconsistencies or errors in these Restrictions. Any amendment must be recorded in the Public Records of Lake County, Florida.

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

19. 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 the 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.

20. There may be additional restrictions applicable to the Greater Pines - Phase 10 Subdivision which are set forth on the face of the Plat of Greater Pines - Phase 10. Such restrictions are incorporated herein by this reference thereto.

21. 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 fence within other areas of the Subdivision outside the boundaries of platted lots.

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 25 day of March, 2002.

Signed, sealed and delivered
in the presence of:

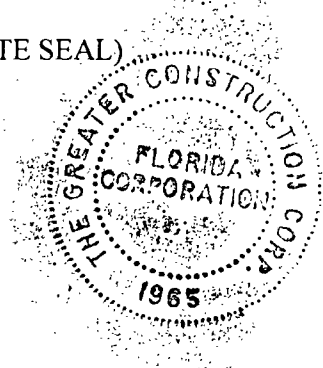
Roxane H. Stratton
Name: Roxane H. Stratton
Rosdin R. Fiedel
Name: Rosdin R. Fiedel

THE GREATER CONSTRUCTION
CORP., a Florida corporation

By: Charles W. Gregg
Charles W. Gregg, President

Address: Post Office Box 3873
Longwood, Florida 32791

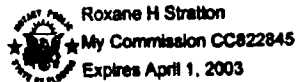
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 25 day of March, 2002 by Charles W. Gregg, as President of THE GREATER CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did (not) take an oath.

Roxane H Stratton
Notary Public, State of Florida
Name: Roxane H Stratton
(Print or Type)
Commission No.: CC822845
My Commission Expires: 4-1-03



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GREATER PINES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 1, 1993, as shown by the records of this office.

The document number of this corporation is N93000004040.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of September, 1993



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Handwritten signature of Jim Smith.

Jim Smith
Secretary of State

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ARTICLES OF INCORPORATION

OF

GREATER PINES HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, for the purpose of forming a corporation not for profit, does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is GREATER PINES HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Corporation."

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Corporation shall be c/o Post Office Box 3873, Longwood, Florida 32791.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 215 North Eola Drive, Orlando, Florida 32801 and the name of the initial registered agent at that address is William A. Beckett.

ARTICLE VI

PURPOSE AND POWER OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are as follows:

(A) To promote sound growth, progressive civic improvement, beautification and healthy residential and recreational development of the area included in, surrounding, and contiguous to Greater Pines Subdivision, which is located in Lake County, Florida.

(B) To take such actions as may be necessary or helpful to enforce any and all covenants and restrictions of public record which have been imposed upon the real property located in the Greater Pines Subdivision, or any portion thereof, and to pursue such legal rights and remedies available to it for the enforcement

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TALLAHASSEE, FLORIDA

of such covenants and restrictions.

(C) To possess, maintain, develop and/or retain fee simple ownership of the Common Areas and any improvements located thereon in the Greater Pines Subdivision, or adjacent thereto.

(D) To have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V

QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

Membership in the Corporation shall be open to owners of record of lots located in Greater Pines Subdivision, according to the plats of the various sections thereof which have or shall be from time to time recorded among the Public Records of Lake County, Florida. Members shall be admitted to the Corporation upon application to the Board of Directors in the manner prescribed in the Bylaws.

ARTICLE VI

MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, or the Bylaws.

ARTICLE VII

VOTING MEMBERS

The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be The Greater Construction Corp., hereinafter referred to as the Developer, or its designated successor in interest, and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and become converted to Class A Membership at such time as the total votes

Steve Zimmerman	Vice President	1105 Kensington Park Drive Altamonte Springs, FL 32714
Robert A. Mandell	President	1105 Kensington Park Drive Altamonte Springs, FL 32714

The affairs of the Corporation shall be conducted by a President, Vice-President, Secretary and Treasurer, and such other officers as permitted in the Bylaws. The names and addresses of those persons who are to act as the officers of the Corporation until the election of their successors are:

INITIAL OFFICERS

ARTICLE IX

Simon D. Snyder	1105 Kensington Park Drive Altamonte Springs, FL 32714
Steve Zimmerman	1105 Kensington Park Drive Altamonte Springs, FL 32714
Robert A. Mandell	1105 Kensington Park Drive Altamonte Springs, FL 32714

The affairs of this Corporation shall be managed initially by a Board of three (3) directors who shall serve until the organizational meeting and thereafter by a Board of three (3) Directors, who need not be members of the Corporation. The number of directors may be changed by amendment of the Bylaws of the Corporation. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

BOARD OF DIRECTORS

ARTICLE VIII

From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each lot in which it holds the interest required for membership as set forth in Article V hereinabove.

outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership.

Simon D. Snyder

Secretary/
Treasurer

1105 Kensington Park Drive
Altamonte Springs, FL 32714

The above-named officers are to serve until the first and organizational meeting of the Board of Directors of the Corporation to be held as soon after incorporation as practicable.

The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

ARTICLE X

DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by members holding a majority of the total cumulative votes of both classes of members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to section 617.1402, Florida Statutes.

ARTICLE XI

DURATION

The Corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of a majority vote of the total cumulative votes of both classes of members. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a special meeting of the Membership duly called for that purpose, or at an annual meeting of the Membership.

ARTICLE XIII

BYLAWS

The Bylaws of this Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority

vote of a quorum of all members voting in person or by proxy. the Bylaws.

ARTICLE XIV

INCORPORATORS

The name and addresses of the persons signing these Articles are as follows:

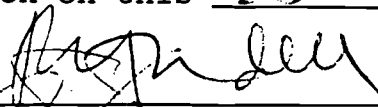
Robert A. Mandell	1105 Kensington Park Drive Altamonte Springs, FL 32714
Steve Zimmerman	1105 Kensington Park Drive Altamonte Springs, FL 32714
Simon D. Snyder	1105 Kensington Park Drive Altamonte Springs, FL 32714

ARTICLE XV

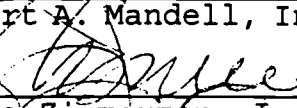
NON-PROFIT STATUS

No part of the net earnings of the Corporation shall inure to the benefit of any of its members or any other individual. Accordingly, the Corporation shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Corporation. The Corporation may, however, provide a rebate, reimbursement or refund of excess membership dues, fees or assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Corporation are not to be taken into account in any manner.

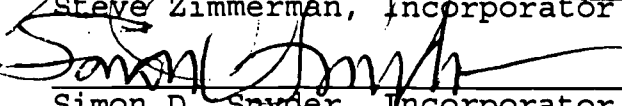
IN WITNESS WHEREOF, the undersigned Incorporators have executed these Articles of Incorporation on this 23 day of August, 1993.



Robert A. Mandell, Incorporator



Steve Zimmerman, Incorporator



Simon D. Snyder, Incorporator

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 23 day of August, 1993, by Robert A. Mandell, who is personally known to me or who has produced personally known as identification and who did not take an oath.

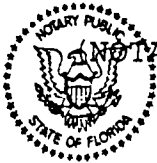


OFFICIAL SEAL
SANDRA K. MERCHUT
My Commission Expires
Oct. 10, 1996
Comm. No. CC 228904

Sandra K. Merchut
Notary Public
Name: _____
Serial No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 23 day of August, 1993, by Steve Zimmerman, who is personally known to me or who has produced personally known as identification and who did not take an oath.



OFFICIAL SEAL
SANDRA K. MERCHUT
My Commission Expires
Oct. 10, 1996
Comm. No. CC 228904

Sandra K. Merchut
Notary Public
Name: _____
Serial No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 23 day of August, 1993, by Simon D. Snyder, who is personally known to me or who has produced personally known as identification and who did not take an oath.

(NOTARY SEAL)



OFFICIAL SEAL
SANDRA K. MERCHUT
My Commission Expires
Oct. 10, 1996
Comm. No. CC 228904

Sandra K. Merchut
Notary Public
Name: _____
Serial No.: _____
My Commission Expires: _____

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of GREATER PINES HOMEOWNERS ASSOCIATION, INC.

William A. Beckett
William A. Beckett

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TALLAHASSEE, FLORIDA

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BYLAWS
OF
GREATER PINES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is GREATER PINES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, but meetings of members and Directors may be held at such places within Lake, Orange or Osceola Counties, as may be designated by the Board of Directors. The Board of Directors may, from time to time, move the principal office to any other address in Lake, Orange or Osceola Counties, Florida.

ARTICLE II

PURPOSE

The purpose of this Association shall be to promote sound growth, progressive civic improvement, beautification and healthy residential and recreational development of the area included in, surrounding, and contiguous to the Greater Pines Subdivision, and to act in furtherance of any other purpose set forth in the Articles of Incorporation of the Association.

ARTICLE III

DEFINITIONS

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Section 1. "Association" shall mean and refer to Greater Pines Homeowners Association, Inc., its successors and assigns.

Section 2. "Lot" shall mean and refer to any platted or proposed but unplatted lot located in the Greater Pines Subdivision, according to the plats of the various sections thereof which have or shall be from time to time recorded in the public Records of Lake County, Florida.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot.

Section 4. "Developer" shall mean and refer to The Greater Construction Corp., its specifically designated successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 5. "Common Property" or "Common Area" shall mean and refer to those areas of land shown on any plat of the Greater Pines Subdivision and intended to be devoted to the common use and enjoyment of the owners, or any areas within or outside any plat of the Greater Pines Subdivision which are intended to be devoted to the common use and enjoyment and/or benefit of the Owners, which areas may be conveyed by the Developer to the Association.

Section 4. "Member" shall mean and refer to the Class A Members and the Class B Members of the Association, admitted pursuant to the provisions of Article IV hereinafter. The two classes of voting membership are further defined as follows:

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be The Greater Construction Corp., hereinafter referred to as the Developer, or its designated successor in interest, and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and become converted to Class A Membership at such time as the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership.

From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership as set forth in Article III hereinabove.

ARTICLE IV

ADMISSION TO MEMBERSHIP

Applications for membership shall be submitted to the Board of Directors on an application form approved by the Board. Dues, as set forth in Article V hereof, shall accompany the membership application. Resignations and withdrawals from the Association shall be submitted in writing to the Secretary. A Member in good

Section 1. Each Member shall be entitled to the use and

RIGHTS OF MEMBERS TO USE COMMON PROPERTY

ARTICLE VI

shall be automatically restored. unpaid; but upon payment of such dues, his rights and privileges of the Board of Directors during the period when the dues remain The membership rights of any Member may be suspended by action year will be sufficient grounds for cancellation of the membership. year. Dues remaining uncollected on the 31st day of March of each day of January and end on the last day of December of each calendar The fiscal year of the Association shall begin on the first submitted.

new Members shall be paid when the application for membership is the annual dues for that fiscal year. The initial dues of these year will be assessed annual dues of one-half (1/2) the amount of joining the Association, subsequent to the last day of June of each DOLLARS (\$20.00) for the Class B Member. A Member initially DOLLARS (\$20.00) for each Class A Member, and TWENTY AND NO/100 There shall be initial annual dues of TWENTY AND NO/100

DUES

ARTICLE V

automatically terminate when a Member is no longer an owner. of Directors. Membership is not transferable and shall time of resignation may be reinstated upon application to the Board Association in a timely fashion. Members in good standing at the standing is one whose dues and assessments have been paid to the

meeting of the Members shall be held on the same day of the same of _____, and each subsequent regular annual meeting of the Members shall be held on the first (1st) Wednesday Section 1. Annual Meetings. Beginning in 1994, the annual

MEETING OF MEMBERS

ARTICLE VII

Article VI to the same extent as those of a Member. privileges of such person are subject to suspension under this relationship of the Member to such person. The rights and Secretary in writing of the name of any such person and of the any lot or to any of his tenants. Such Member shall notify the the common property to the members of his family who reside upon Section 2. Any Member may delegate his rights and enjoyment in

and facilities as set forth herein. the rules and regulations governing the use of the Common Property of such rights of members and non-Members alike for violations of Common Property and any facilities, subject to possible suspension non-Members of the Association, shall have the right to use of the Owners within the Greater Pines development, whether Members or regulations for a period not to exceed thirty (30) days. All the rights of any such person for violation of such rules and may, in their discretion, to the extent permitted by law, suspend facilities, and the personal conduct of any person thereon, they regulations governing the use of the Common Property and If the Directors have adopted and published rules and enjoyment of the Common Property and facilities located thereon.

month of each year thereafter, at the hour of 7:00 P.M.. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of the entire Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the majority of the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement

at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall extend beyond a period of eleven (11) months.

Section 6. Voting. If a quorum is present, the affirmative vote of the majority of the votes entitled to be cast at the meeting shall be the act of the Members unless otherwise provided by law.

ARTICLE VIII

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect three (3) directors for a term of one (1) year. At each annual meeting thereafter the Members shall elect three (3) directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Members or nonmembers. that are to be filled. Such nominations may be made from among discretion determine, but not less than the number of vacancies for election to the Board of Directors as it shall, in its meeting. The Nominating Committee shall make as many nominations meeting and such appointment shall be announced at each annual close of such annual meeting until the close of the next annual prior to each annual meeting of the Members, to serve from the Nominating Committee shall be appointed by the Board of Directors Directors, and two (2) or more Members of the Association. The shall consist of a Chairman, who shall be a Member of the Board of from the floor at the annual meeting. The Nominating Committee be made by a Nominating Committee. Nominations may also be made Membership, nomination for election to the Board of Directors shall Section 1. Nomination. Upon termination of the Class B

NOMINATION AND ELECTION OF DIRECTORS

ARTICLE IX

the same effect as though taken at a meeting of the Directors. approval of all the Directors. Any action so approved shall have which they could take at a meeting by obtaining the written shall have the right to take any action in the absence of a meeting Section 5. Action Taken without a Meeting. The Directors incurred in the performance of his duties. However, any Director may be reimbursed for his actual expenses compensation for any service he may render to the Association. Section 4. Compensation. No Director shall receive

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE X

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE XI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

to:

Section 1. Powers. The Board of Directors shall have power

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests therein, and to establish penalties for the infraction thereof;

B. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation.

D. Declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

F. Such other powers ordinary, reasonable, and necessary to the functioning of the Association.

Section 2. Duties. It shall be the duty of the Board of

Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a majority of the Class A members who are entitled to vote.

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. To:

(1) Fix the amount of the annual assessment against each Member at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period.

D. Issue, or to cause an appropriate officer to issue, upon written demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on any property owned by the Association.

F. Cause all officers or employees having fiscal

responsibilities to be bonded, as it may deem appropriate.

G. Cause the Common Area to be maintained;

H. After dwellings have been erected on all of the Lots the Board of Directors may appoint the members of the Architectural Control Committee, subject to any appointment powers reserved to Lot Owners or others in the Restrictive Covenants governing all or portions of the Subdivision. The Architectural Control Committee, as appointed by the Board of Directors, shall consist of three (3) Members. The Architectural Control Committee shall review all construction plans and specifications submitted to it for the erection, placement or alteration of a building or structure on any Lot and shall give written approval or disapproval of such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it. The Committee shall consider in its review and discussion the following criteria:

(1) Consistency of the plans and specifications with applicable covenants and restrictions of public records;

(2) Quality of workmanship and materials;

(3) Harmony of exterior design with existing structures;

(4) The location of the proposed structure with respect to topography and finished grade elevation.

The Committee's approval or disapproval as required in these Bylaws shall be in writing. In the event the Committee fails to

approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced by the Committee prior to the completion thereof, approval will not be required.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect

on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate

current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

D. Treasurer. The treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the

principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: GREATER PINES HOMEOWNERS ASSOCIATION, INC., Association NOT FOR PROFIT.

ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Membership, by a vote of a majority of a quorum of all members voting in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVIII

INDEMNIFICATION

Section 1. Third Party Proceedings. The association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the association), by reason of the fact that he is or was a director, officer, employee, or

agent of the association or is or was serving at the request of another association, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Derivative Proceedings. The association shall indemnify any person who was or is a party to any proceeding by or in the right of the association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the association or is or was serving at the request of the association as a director, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigation the proceeding to conclusion,

actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the association, except that no indemnification shall be made under this section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Expenses. To the extent that a director, officer, employee, or agent of the association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 1 or Section 2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

Section 4. Standard of Conduct. Any indemnification under Section 1 or Section 2, unless pursuant to a determination by a court, shall be made by the association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct

shall be made in the same manner as the determination that reasonableness of expenses and authorization of indemnification of the

Section 5. Reasonableness of Expenses. Evaluation of the Members who were not parties to such proceeding.

or, if no such quorum is obtainable, by a majority vote of consisting of Members who were not parties to such proceeding

(d) By the Members by a majority vote of a quorum parties may participate); or

full board of directors (in which directors who are under paragraph (b), selected by majority vote of the for paragraph (a) and the committee cannot be designated

(2) If a quorum of the directors cannot be obtained

(b); or

in paragraph (a) or the committee prescribed in paragraph (1) Selected by the board of directors prescribed

(c) By independent legal counsel:

the time parties to the proceeding;

participate) consisting solely of two or more directors not at the board of directors (in which directors who are parties may obtainable, by majority vote of a committee duly designated by (b) If such a quorum is not obtainable or, even if

proceeding;

quorum consisting of directors who were not parties to such (a) By the board of directors by a majority vote of a

made:

set forth in Section 1 or Section 2. Such determination shall be

indemnification is permissible. However, if the determination of
 permissibility is made by independent legal counsel, persons
 specified by paragraph (c) of Section 4 shall evaluate the
 reasonableness of expenses and may authorize indemnification.

Section 6. Advances for Expenses. Expenses incurred by an
 officer or director in defending a civil or criminal proceeding may
 be paid by the association in advance of the final disposition of
 such proceeding upon receipt of an undertaking by or on behalf of
 such director or officer to repay such amount if he is ultimately
 found not to be entitled to indemnification by the association
 pursuant to this Article XVIII. Expenses incurred by other
 employees and agents may be paid in advance upon such terms of
 conditions that the board of directors deems appropriate.

Section 7. Nonexclusivity of Indemnification Provisions. The
 indemnification and advancement of expenses provided pursuant to
 this Article are not exclusive and the association may make any
 other or further indemnification or advancement of expenses of any
 of its directors, officers, employees, or agents, under any law,
 agreement, vote of members or disinterested directors, or
 otherwise, both as to action in his official capacity and as to
 action in another capacity while holding such office. However,
 indemnification or advancement of expenses shall not be made to or
 on behalf of any director, officer, employee, or agent if a
 judgment or other final adjudication establishes that his actions
 or omissions to act were material to the cause of action so
 adjudicated and constitute;

employee, or agent of the association who is or was a party to a board or of the members in the specific case, a director, officer, indemnification, and despite any contrary determination of the notwithstanding the failure of the association to provide association's articles of incorporation provide otherwise, unless the Court Ordered Indemnification. Section 9.

person, unless otherwise provided when authorized or ratified. benefit of the heirs, executors, and administrators of such a director, officer, employee, or agent and shall inure to the authorized or ratified, to a person who has ceased to be a Article shall continue as, unless otherwise provided when Indemnification and advancement of expenses as provided in this Section 8. Applicability to Former Officers, Etc.

in a proceeding by or in the right of a member. right of the association to procure a judgment in its favor or best interest of the association in a proceeding by or in the (d) Willful misconduct or a conscious disregard for the

Florida Business Association Act are applicable; or which the liability provisions of Section 617.0831 of the (c) In the case of a director, a circumstance under

employee, or agent derived an improper personal benefit; (b) A transaction from which the director, officer,

believe his conduct was unlawful; believe his conduct was lawful or had no reasonable cause to director, officer, employee or agent had reasonable cause to (a) A violation of the criminal law, unless the

proceeding may apply for indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 3; in which case the court shall also order the association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the association of its power pursuant to Section 7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regarding of whether such person met the standard of conduct set forth in Section 1, Section 2, or Section 7.

Section 10. Merger, Etc. For purposes of this Article, the term "association" includes, in addition to the resulting association, any constituent association (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director, officer, employee, or agent of a constituent association, or is or was serving at the request of a constituent association as a director, officer, employee, or agent of another association, partnership, joint venture, trust or other enterprise, is in the same position under this Article with respect to the resulting or surviving association as he would have with

respect to such constituent association if its separate existence had continued.

Section 11. Definitions. For purposes of this Article:

(a) The term "other enterprises" includes employee benefit plans;

(b) The term "expenses" includes counsel fees, including those for appeal;

(c) The term "liability" include obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan), and expenses, actually and reasonably incurred with respect to a proceeding;

(d) The term "proceeding" includes any threatened, pending, or contemplated action, suit, or other type of proceeding whether civil, criminal, administrative, or investigative and whether formal or informal;

(e) The term "agent" includes a volunteer;

(f) The term "serving at the request of the association" includes any service as a director, officer, employee, or agent of the association that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries; and

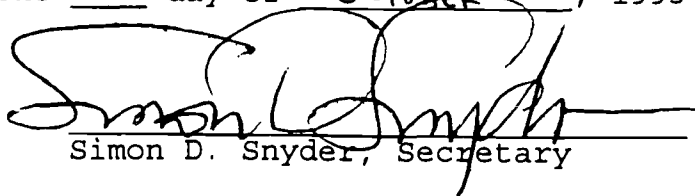
(g) The term "not opposed to the best interest of the association" describes the actions of a person who acts in good faith and in a manner he reasonably believes to be in the best interests of the participants and beneficiaries of any

employee benefit plan.

Section 12. Insurance. The association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the association or is or was serving at the request of the association as a director, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the association would have the power to indemnify him against such liability under the provisions of this section.

Section 13. Extension of Indemnification Provisions. To the extent that the Florida Business Association Act is amended after the date of these bylaws to permit the Association to provide broader indemnification rights than those set forth above in this Article XVIII, then these bylaws shall be deemed to automatically include any such amendments to the Florida Business Association Act.

These Bylaws adopted at the First Organizational Meeting of the Board of Directors on the 1st day of ~~October~~, 1993.


Simon D. Snyder, Secretary