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BOOK 1299 PAGE 1325

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 28th day of March, 19 94,  
by NORMAN D. SAVAGE and wife, GAIL M. SAVAGE, owners and developers of HIGHVIEW  
POINTE, and hereinafter referred to as "Declarants"

WITNESSETH:

WHEREAS, NORMAN D. SAVAGE and wife, GAIL M. SAVAGE, are owners and  
developers of certain lands situated in Lake County, Florida, and known and  
designated as HIGHVIEW POINTE, as recorded in Plat Book 35, Page 39,  
Public Records of Lake County, Florida, and more particularly described as  
follows:

That portion of the North 400.00 feet of the Northeast 1/4  
of the Northwest 1/4 of Section 15, Township 22 South, Range  
24 East, Lake County, Florida, described as follows:  
From the North 1/4 corner of said Section 15, run North  
89°31'59" West along the Northerly boundary of said Section  
15, a distance of 100.00 feet to the Point of Beginning;  
continue thence North 89°31'59" West along said Northerly  
boundary, a distance of 943.77 feet; thence departing said  
Northerly boundary, run South 00°26'56" West, 325.48 feet  
to a point of curvature of a curve concave Northwesterly  
and having a radius of 25.00 feet; thence Southwesterly  
along the arc of said curve through a central angle of 90°00'00",  
an arc distance of 39.27 feet, a chord bearing and distance  
of South 45°26'56" West, 35.36 feet to a point of tangency;  
thence North 89°33'04" West, 180.40 feet to a point on the  
Easterly right of way line of Tuscanooga Road (#2-2005);  
thence South 43°49'01" East along said easterly right of way  
line, 99.04 feet; thence departing said right of way line,  
run South 89°32'54" East, 347.54 feet; thence North 00°25'38"  
East, 20.94 feet; thence South 89°33'04" East, 495.02 feet;  
thence North 00°26'56" East, 80.25 feet; thence South 89°31'59"  
East, 240.00 feet; thence North 00°00'00" East, 320.00 feet  
to the Point of Beginning,

and,

WHEREAS, the declarants desire to establish and secure the enforcement  
of uniform restrictive covenants upon the usage and development of lots within  
HIGHVIEW POINTE, Lake County, Florida,

NOW THEREFORE, declarants hereby declare that all of the properties  
described above shall be held, sold, and conveyed subject to the following  
restrictive covenants, easements, reservations, and requirements upon the  
lands within that subdivision, which shall run with the land and shall remain  
in effect indefinitely from the date of this deed of restrictions or until  
amended or rescinded upon the written consent of the owners of record of a

CLERK CIRCUIT COURT

*James H. [Signature]*

JUN 7 10 30 AM '94

RECORDED  
RECORD VERIFIED  
LAKE COUNTY, FL

THIS INSTRUMENT PREPARED BY:  
Arthur E. Roberts, Attorney  
P.O. Box 57  
GROVELAND, FL 34736

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majority of the lots in the subdivision. Said restrictions, covenants, and conditions shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns.

1. Easements and right of way are expressly reserved for the creation, construction and maintenance of utilities, including gas, water, telephone, electricity, services, storm drains, public or private. These easements and rights of way shall be per the Highview Pointe Plat recorded in the Public Records of Lake County, Florida.

2. No sign of any kind shall be exhibited in any way on or above the property of the subdivision without the approval of the owners/developers except signs used by a builder to advertise the property during construction or placed on a lot or in a window of a house erected on a lot one (1) sign advertising the subject lot for sale or rental.

3. No livestock or fowl shall be kept or maintained in the subdivision.

4. No pets are allowed other than domestic pets, and they must be kept on a leash when off the property of the pet owner.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become any annoyance or nuisance to the neighborhood.

6. No fence or hedge shall be erected or maintained on the property of this subdivision that shall unreasonably restrict or block the view from an adjoining lot.

7. No trailers, motor homes, modulars, mobile homes, or travel trailers shall be allowed on any of the lots. One manufactured recreational vehicle may be parked in the back yard, but may not be occupied or connected to any utilities.

8. No trucks or construction trailers shall be permitted unless making a delivery or used during the actual construction or repair of buildings located on the lands. No trucks shall be allowed to park overnight; however, pickup trucks of three-quarter (3/4) ton or less size even those used by lot owners in their own work for commercial purposes, shall be permitted to be

parked on lots. Boats, boat trailers or recreational vehicles are not allowed to be parked in the front or side yards, or on the street. No satellite dishes or clothes-lines shall be placed or installed in the front or side yards.

9. No lot shall be used as a junkyard, auto graveyard or for automobile service or repair. Further, no junk or inoperable cars shall be allowed in the subdivision. No recreational vehicle may be used for storage.

10. There shall not be erected, built or maintained within the subdivision, any structure of any kind other than a single family dwelling and garage. No garage or accessory building shall be used or occupied as living quarters.

11. All homes and buildings must have a 30 foot minimum setback from the front lot lines, 5 feet from the sides and 25 feet from the rear lot line. Said setback requirements shall include carports, garages, storage buildings, porches and patios. Lots 1 through 12 may not have structures erected within the drainage easements.

12. All homes shall consist of a minimum of 1100 square feet of living area and a minimum of 1400 square feet under roof.

13. No automobiles or other motor vehicles shall be repaired or overhauled on the lots or premises.

14. These restrictions are for the benefit of and may be enforced by any lot owner, the developers, or the homeowners association. The party bringing the action for enforcement shall be entitled to recover, in addition to costs, such sum as the Court may adjudge to be reasonable for the services of his attorney.

15. All buyers shall maintain and operate the discharge facilities, swales and berms on lots in such manner as to comply with the provisions of the Florida Administrative Code, Chapter 40 C-42, Sub 0-027F.

16. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharge which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

17. The homeowners' association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

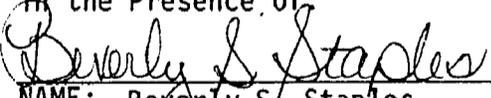
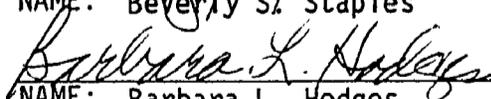
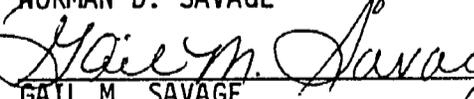
18. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

19. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

20. Should any section, subsection, clause, sentence, covenant, or covenants, be ruled or determined to be invalid or unconstitutional, by judgment or court order, all other covenants and provisions of these covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the owners/developers have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

		(SEAL)
NAME: Beverly S. Staples	NORMAN D. SAVAGE	
		(SEAL)
NAME: Barbara L. Hodges	GAIL M. SAVAGE	

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared NORMAN D. SAVAGE and wife, GAIL

M. SAVAGE, who are personally known to me, who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of March, 19 94.

*Beverly S. Staples*

Name: Beverly S. Staples  
Notary Public  
Commission No.: CC 077765

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Jan. 15, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

