

Greater Groves Differences in Covenants by Phases

Phases 1, 2, 3, 4.

Covenant 1.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed (2) stories in height and a private garage for not more than two (2) cars. Further, cars or other authorized vehicles hereunder shall be parked in the garage or driveway and in any event may not be parked in any easement areas or the street areas in front of the house.

Phases 5, 6, 7, 8.

#1 changed to allow garages and parking for Three (3) cars or authorized vehicles.

Phases 1, 2, 3, 4.

Covenant 2.

No building, structure or appurtance 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.

Phases 5, 6, 7, 8.

#2 changes to this covenant includes the following addition ,

(including fences but excluding in-ground swimming pools which are built in compliance with applicable governmental codes and standards and set back line which do not encroach into any easements on the lot).

Phases 1, 2, 3, 4, 5, 6, 7, 8.

Covenants #3 through #16 are the same in all 8 phases.

Phase 1

Covenant 17

Declarant hereby reserves the right to irrigate Tracts A,B,C,D, and E with treated effluent from a wastewater treatment facility. The benefits of this reservation shall inure in favor of Declarant and it's specifically designated successors and assigns, but not in favor of any individual lot owner and shall remain in effect whether Declarant is the owner of any lots withi the subdivision. This restriction may not be modified or such specifically designed successors and assigns.

*(THIS TREATED WATER IS NOT CURRENTLY AVAILABLE TO GREATER GROVES)

Phase 2

#17 Changed to only list tract A.

Phases 3, 4, 5, 6, 7, 8.

Say nothing about wastewater use and irrigation, but skips this issue completely.

Phases 1, and 2.

Covenant 18

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 75% of the combined lot owners in Greater Groves, (specific phase listed). 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 Groves. (phase #). 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.

Phases 3, 4, 5, 6, 7, 8. have this as covenant #17.

The MRTA law, that requires an actual preservation of documents every 30 years supercedes these covenants.(per attorney)

Phase 1 and 2.

Covenant 19

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions either to restrain violation or recover damages, or for the specific performance of any covenant, and declaration 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.

Phase 3, 4, 5, have this information as Covenant #18.

Phase 6, 7, 8, have this information as Covenant #20

Phase 1, 2.

Covenant 20.

Invalidation of any one of these restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Phase 3, 4, 5 have this as covenant #19

Phases 6, 7, 8 have this as covenant #21

Phases 1, 2, 3, 4.

Covenant 21 (SHORT TERM RENTAL)

All owners of any lots within the subdivision are hereby placed on notice that houses in the subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than 28 days by a non-owner not making the dwelling his sole residency.

Phase 5 as covenant #20 (LONG AND SHORT TERM RENTAL)

All owners of any lots within the Greater Groves (phase 5) subdivision are hereby placed on notice that unless prohibited by applicable law, houses in the subdivision may be rented to persons on a short term rental basis, i.e., a dwelling may be leased or rented for a period of less than 28 days by a non-owner not making the dwelling his sole residency, or such time as permitted by applicable ordinances as they may be amended from time to time. Houses may also be rented on a long term basis, so long as such rental does not violate any applicable ordinances.

Phases 6, 7, 8 are the same as 5 with their phase # inserted, as covenant # 19. (LONG AND SHORT)

Phase 1, 2.

Covenant #22.

. When 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 except to violations which, in it's 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.

Phases 3, 4, 5 Have this as covenant #21

Phasesa 6, 7, 8 Have this as covenant #18

Difference in phase covenants

Phases 1 and 2 have 22 covenants as opposed to the rest of the phases having 21 because they have the wastewater use covenant which is currently irrelevant.

Phases 1-4 can have 2 vehicles, 5-8 can have 3.

Phases 1-4 can have short term rentals. Phases 5-8 can have short term and long term rentals.

The amendments made in 1999 to phases 5-8 say they can have 3 cars, and long and short term rentals, but from what I read in the original documents those restrictions were already there for those phases.

Compiled by Jean Carrier - Secretary
Greater Groves HOA