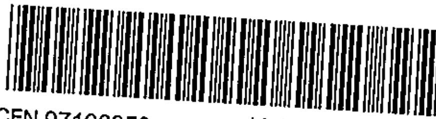


CFN 97196353 11-12-97 10:10 am
OR Book/Page: 3725 / 4437

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 68 #Names: 2
Trust: 34.50 Rec: 273.00 Serv 69.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

13TH AMENDMENT TO REVISED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE SPRINGS OF SUNTREE (f/k/a HOLIDAY SPRINGS AT SUNTREE)

CFN 97196353
OR Book/Page: 3725 / 4438

TABLE OF CONTENTS

	Page
Article I - Definitions	2
Article II - Objects and Purposes	6
Article III - Effect of Declaration	7
Article IV - Property Subject to Declaration	8
Article V - Permitted Uses	9
Article VI - Use Restrictions - Residential Property	9
Article VII - Building Restrictions - Residential Property	21
Article VIII - Common Property	27
Article IX - Assessments	33
Article X - Non-Payment of Assessments	42
Article XI - Easements and Tracts	45
Article XII - Architectural and Landscape Control	48
Article XIII - Amendment	53
Article XIV - Duration	54
Article XV - Enforcement	55
Article XVI - Power and Authority of GOVERNMENTS	58
Article XVII - Miscellaneous Provisions	58

11TH AMENDMENT TO REVISED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE SPRINGS OF SUNTREE (f/k/a HOLIDAY SPRINGS AT SUNTREE)

THIS IS THE 11TH AMENDMENT to the Revised and Amended Declaration of Covenants and Restrictions recorded in Official Records Book 2387, Page 1503, as amended by various Amendments recorded in Official Records Book 2396, Page 1299; Official Records Book 2407, Page 2192; Official Records Book 2414, Page 0310; Official Records Book 2463, Page 3000; Official Records Book 2755, Page 1919; Official Records Book 3156, Page 0135; Official Records Book 3406, Page 1734; Official Records Book 3477, Page 1559; Official Records Book 3501, Page 4522; Official Records Book 3530, Page 4423; all of the Public Records of Brevard County, Florida.

In accordance with Article X, the fee owners of at least two-thirds (2/3) of the LOTS have approved this 11th Amendment. In order to simplify the reading and understanding of the Covenants and Restrictions, the entire Declaration of Covenants and Restrictions has been amended and restated below:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE SPRINGS OF SUNTREE

THIS DECLARATION is made and executed this ____ day of October, 1996 by **THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter called "ASSOCIATION").

WITNESSETH:

WHEREAS, ASSOCIATION and its Members are the owners of the real property described in Schedule "A" attached to this Declaration; and

WHEREAS, ASSOCIATION and its Members desire to continue thereon a planned residential community with open spaces and green belts for the benefit of said community; and

WHEREAS, ASSOCIATION and its Members desire to provide for the preservation of the values in said community and for the maintenance of said open space, green belts, and other common facilities; and to this end, desire to subject the real property described in Schedule "A", together with such additions as made hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

CFN 97196353
OR Book/Page: 3725 / 4439

WHEREAS, the ASSOCIATION has been delegated and assigned the powers of maintaining and administering the community properties and facilities administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, ASSOCIATION and its Members declare the real property described in Schedule "A", and such additions thereto as may be made hereafter pursuant to this document, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth; to wit:

ARTICLE I

DEFINITIONS

For purposes of this DECLARATION, the following terms shall have the following definitions and meanings:

1.1 ARCHITECTURAL REVIEW COMMITTEE (ARC) shall mean and be defined as the committee created and established by and pursuant to this DECLARATION which is responsible for the review and approval of all plans, specifications, and other materials describing or depicting IMPROVEMENTS proposed to be constructed on any LOT, and also responsible for the administration of those provisions of Article XII of this DECLARATION involving Architectural and Landscape Control.

1.2 ARCHITECTURAL STANDARDS MANUAL shall mean and be defined as that document or those documents adopted, promulgated, and published by the ARCHITECTURAL REVIEW COMMITTEE, as the same shall be amended from time to time, setting forth Architectural and Landscape Design Standards, specifications, and other criteria to be used as the standard for determining compliance with this DECLARATION and the acceptability of those components of buildings, structures, landscaping, and all other IMPROVEMENTS constructed, erected, placed, or installed upon any LOT as more particularly provided in Article XII of this DECLARATION.

1.3 ARTICLES mean the Articles of Incorporation of the ASSOCIATION.

1.4 ASSESSMENT shall mean and be defined as any assessment of an OWNER and a LOT by the ASSOCIATION for COMMON EXPENSES which an OWNER may be required to pay to the ASSOCIATION pursuant to, in accordance with, and for the purposes specified in Article IX of this DECLARATION.

1.5 ASSOCIATION shall mean and be defined as THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida as established and governed by this DECLARATION.

CFN 97196353
OR Book/Page: 3725 / 4440

1.6 BOARD means the Board of Directors of the ASSOCIATION.

1.7 BY-LAWS means the By-Laws of the ASSOCIATION as amended from time to time.

1.8 COMMON EXPENSES shall mean and be defined as all expenses of any kind or nature whatsoever properly incurred by the ASSOCIATION, for the use and benefit of the SUBJECT PROPERTY and more particularly identified and described in Section 9.2 of this DECLARATION.

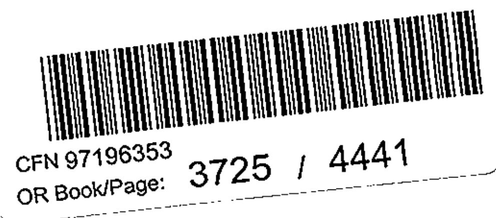
1.9 COMMON PROPERTY shall mean and be defined as all real and personal property, whether improved or unimproved, from time to time owned or maintained by the ASSOCIATION for the common use, enjoyment, and benefit of all OWNERS, and may include, without limitation, entrance way, nature preserves, mitigation areas, recreational facilities, waterways, the utilities, the common streets and roads, the surface water management system, and such other portions of the SUBJECT PROPERTY as are conveyed to the ASSOCIATION by the DEVELOPER pursuant to and as more particularly provided in Article VIII of this DECLARATION or declared by the DEVELOPER from time to time as COMMON PROPERTY, provided that the foregoing shall not be deemed a representation or warranty that all of the foregoing types of common areas will be provided.

1.10 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.11 COUNTY shall mean and be defined as Brevard County, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.12 DECLARATION shall mean and be defined as this properly executed 11th Amendment to Revised and Amended Declaration of Covenants and Restrictions of The Springs of Suntree, and all amendments thereto and modifications thereof as are from time to time recorded among the Public Records of the COUNTY.

1.13 DEVELOPER means ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware Corporation, or any PERSON who may be assigned the rights of DEVELOPER pursuant to a written assignment executed by the then present DEVELOPER. In addition, in the event any PERSON who obtains title to all the SUBJECT PROPERTY then owned by DEVELOPER as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DEVELOPER by a written election recorded in the public records of the COUNTY and, regardless of the exercise of such election, such PERSON may appoint as DEVELOPER any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the Public Records recorded in the COUNTY.


CFN 97196353
OR Book/Page: 3725 / 4441

In any event, any subsequent DEVELOPER shall not be liable for any defaults or obligations of any prior DEVELOPER, except as same may be expressly assumed by the subsequent DEVELOPER. On December 15, 1995, ATLANTIC GULF COMMUNITIES CORPORATION assigned all of its rights as DEVELOPER to SUNTREE COMMUNITY DEVELOPERS, INC.

1.14 GOVERNMENTAL REGULATIONS shall mean and be defined as all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments, or other requirements of any governmental authority having jurisdiction over the SUBJECT PROPERTY or any IMPROVEMENTS constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.15 THE SPRINGS shall mean and be defined as THE SPRINGS OF SUNTREE Subdivision, the single family residential community planned for and developed on the SUBJECT PROPERTY as reflected on the PLAT (Schedule A), including all LOTS, all phases, and COMMON PROPERTY as those terms and such properties are defined and described in this DECLARATION and on the PLAT.

1.16 IMPROVEMENTS shall mean, be defined as, and include any buildings, outbuildings, structures, driveways, walkways, swimming pools, patios, decks, fences, walls, landscaping, and any and all other appurtenances, facilities, structures, and improvements of any kind, nature, or description constructed, erected, placed, installed, or located on any LOT, and any replacements thereof, and all additions, alterations, or enhancements thereto on a permanent or temporary basis.

1.17 INSTITUTIONAL LENDER shall mean, be defined as, and include, but not limited to:

a. Any State or Federal savings bank, commercial bank, savings and loan association, any real estate investment trust, any insurance company, any mortgage banking company, an agency of the United States or any other governmental authority, any mortgage company, and pension and/or profit sharing plan, or any other lending or investing institution generally and customarily recognized as being engaged, in the ordinary course of its business, in making, holding, insuring, or guaranteeing first lien priority real estate mortgage loans, and

b. The DEVELOPER, to the extent that the DEVELOPER shall hold a mortgage upon any portion of the SUBJECT PROPERTY, and all successors, assigns, assignees, and transferees of DEVELOPER who shall own or hold any mortgage upon the SUBJECT PROPERTY or any portion thereof which was originally executed and delivered to and owned and held by DEVELOPER, and

c. Any individual, corporation, or partnership making, holding, or guaranteeing first or less lien priority purchase money real estate mortgage loans.

CFN 97196353
OR Book/Page: 3725 / 4442

1.18 GOVERNMENT shall mean the governmental jurisdiction (city, county, state or federal) within which the SUBJECT PROPERTY is located from time-to-time.

1.19 LOT shall mean and be defined as a separate single family residential building site within the SUBJECT PROPERTY as the same is subdivided and described pursuant to and in accordance with the PLAT, and shall include any IMPROVEMENTS from time to time constructed, erected, placed, installed, or located thereon.

1.20 OWNER shall mean and be defined as one or more PERSONS or entities who or which are alone or collectively the record owner of fee simple title to any LOT, parcel, piece, or tract of land within THE SPRINGS, including the DEVELOPER and his or her successors and assigns, but excluding those having an interest in any such LOT, parcel, piece, or tract of land merely as security for the payment of a debt or the performance of an obligation. Each OWNER, other than DEVELOPER, shall be required to provide to the ASSOCIATION a copy of the document recorded in the Public Records of Brevard County, Florida which evidences OWNER's ownership of a LOT within thirty (30) days after the recording or upon the written request of the ASSOCIATION. OWNER shall sometime be referred to herein as MEMBER. The two (2) terms shall be interchangeable.

1.21 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.22 PLAT shall mean and be defined as the plat of THE SPRINGS which shall consist of Phases as recorded in Plat Book 28, at Page 67 through 73, inclusive, the Public Records of Brevard County, Florida, all amendments and all future recorded plats of additional phases of the SUBJECT PROPERTY (Schedule A).

1.23 RESIDENTIAL PROPERTY shall include all LOTS shown on the PLAT and designated in this DECLARATION for use as single family residential home sites.

1.24 RULES AND REGULATIONS shall include additional reasonable rules and regulations adopted by the ASSOCIATION relating to the use, enjoyment, and maintenance of THE SPRINGS.

1.25 SUBJECT PROPERTY shall mean all lands and improvements thereto included within and comprising THE SPRINGS, which are initially described within the preamble of this DECLARATION, on Schedule "A" attached hereto, and also described and depicted on the PLAT, and as is amended, added to, or modified from time to time, subject to Article IV of this DECLARATION.

1.26 SUBDIVISION shall mean the SUBJECT PROPERTY as depicted on the PLAT.

1.27 UNIT means the residential dwelling constructed upon a LOT.

CFN 97196353
OR Book/Page: 3725 / 4443

ARTICLE II

OBJECTS AND PURPOSES

The covenants, restrictions, and easements set forth in this DECLARATION are hereby imposed upon the SUBJECT PROPERTY for the following objects and purposes, to wit:

a. To establish THE SPRINGS as an upscale single family residential community in the area;

b. To create, develop, foster, maintain, preserve, and protect within THE SPRINGS a unique, pleasant, attractive, and harmonious physical environment which will contribute to and enhance the quality of life for all residents of and visitors to THE SPRINGS;

c. To ensure that the development of THE SPRINGS will proceed pursuant to a uniform plan of development with consistently high architectural, environmental, ecological, and aesthetic standards;

d. To ensure the proper and appropriate subdivision, development, improvements, occupation, use and enjoyment of each LOT within THE SPRINGS;

e. To protect each LOT within THE SPRINGS against the improper, undesirable, unattractive, or inappropriate subdivision, development, improvements, occupation, use, and enjoyment of contiguous, adjacent, or neighboring LOTS.

f. To encourage the development, construction and placement, maintenance, and preservation of architecturally and aesthetically attractive and harmonious IMPROVEMENTS appropriately designed for and properly located on each LOT within THE SPRINGS;

g. To guard against the development and construction of improper, undesirable, unattractive, or inappropriate IMPROVEMENTS on any Lot and the use of improper, undesirable, unsuitable or unsightly materials;

h. To provide for the future ownership, management, administration, improvement, care, maintenance, use, regulation, preservation, and protection of all COMMON PROPERTY, and to provide for and assure the availability of the funds required therefor;

i. To provide for the establishment, maintenance, preservation, protection, and enhancement of consistently high property values within THE SPRINGS;

j. To accomplish, meet, satisfy, and fulfill certain GOVERNMENTAL REGULATIONS and other governmental requirements, specifically including those of the St. Johns River Water Management District, and the COUNTY.

CFN 97196353
OR Book/Page: 3725 / 4444

k. To provide DEVELOPER with effective control over the development, management, administration, care, maintenance, use, appearance, marketing and sale, and the construction of IMPROVEMENTS upon the SUBJECT PROPERTY.

l. In general, to provide for the development, creation, operation, and preservation upon the SUBJECT PROPERTY of an exclusive single family community.

m. To provide aesthetically attractive and useful COMMON AREAS for all OWNERS' use and enjoyment.

ARTICLE III

EFFECT OF DECLARATION

3.1 COVENANTS RUNNING WITH LAND. This DECLARATION and each and every one of the covenants, restrictions, and easements contained herein are hereby declared to be, and shall hereafter continue as, covenants running with the title to those portions of the SUBJECT PROPERTY upon which the same are hereby imposed as an encumbrance.

3.2 PROPERTY AFFECTED. This DECLARATION and the covenants, restrictions, and easements set forth herein shall be binding upon, inure to the benefit of, and constitute a burden upon all of the SUBJECT PROPERTY and additional property as it is incorporated into this DECLARATION in accordance with the terms set forth herein. Accordingly, as more particularly specified in this DECLARATION, all LOTS, pieces, parcels, and tracts of land within the SUBJECT PROPERTY shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used, and enjoyed subject to and benefitted and burdened by the terms and provisions of this DECLARATION and each of the covenants, restrictions, and easements contained herein.

3.3 PARTIES AFFECTED. Except as hereinafter specifically provided, this DECLARATION shall be binding upon and inure to the benefit of all OWNERS of the property affected and encumbered by this DECLARATION, including the DEVELOPER, the ASSOCIATION, any INSTITUTIONAL LENDERS, and all other PERSONS having or claiming any right, title, or interest in such property.

Accordingly, each and every PERSON or party who or which shall hereafter acquire, have, or claim any right, title, or interest in or to any LOT, piece, parcel, or tract of land within the SUBJECT PROPERTY, whether by, through, or under the DEVELOPER or any subsequent OWNER, shall by virtue of the acceptance of any such right, title, interest, or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title, interest or claim in or to any such LOT, piece, parcel, or tract of the SUBJECT PROPERTY subject to and benefitted and burdened by the covenants, restrictions, and easements set forth in this DECLARATION the same as if such PERSON or party

CFN 97196353
OR Book/Page: 3725 / 4445

had specifically joined in and agreed and consented to each and every one of the terms and provisions of this DECLARATION and the same as if each and every one of these covenants, restrictions, and easements set forth in this DECLARATION had been fully set forth in the deed or any other instrument of conveyance pursuant to which such right, title, interest, or claim was acquired.

ARTICLE IV

PROPERTY SUBJECT TO DECLARATION

4.1 SUBJECT PROPERTY. The property which shall be subject to and encumbered, governed, benefitted, and burdened by this Declaration shall be all of the SUBJECT PROPERTY and additional property as it is incorporated into this DECLARATION as the same is herein defined and described.

4.2 ADDITION OF PROPERTY. The DEVELOPER hereby reserves to itself and shall hereafter have the right, but not the obligation, at any time and from time to time, in its sole and absolute discretion and without notice to or the approval of any party or PERSON whomsoever or whatsoever, to add additional property to this DECLARATION and the additional property will be included within the SUBJECT PROPERTY by an amendment to this DECLARATION or a Declaration of Covenants and Restrictions substantially similar to this DECLARATION, recorded in the Public Records of the COUNTY. Such additional property specifically includes, but is not limited to any or all the real property contiguous to the SUBJECT PROPERTY, or any property contiguous or across any canal, or roadway, from such property, or which is now or may hereafter be owned by the DEVELOPER. Such additional property shall only include that property as designated and developed for residential use and shall be subject to the same or substantially similar restrictions.

Any amendment or Declaration of Covenants and Restrictions adding any property to this DECLARATION need only be signed by the DEVELOPER if such property is owned by the DEVELOPER, and if the property is not owned by the DEVELOPER, such amendment need only be signed by the DEVELOPER and the owner of such property.

4.3 WITHDRAWAL OF PROPERTY. The DEVELOPER hereby reserves unto itself and shall hereafter have the right, at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any other PERSON or party whomsoever or whatsoever, to withdraw any property, including portions of the SUBJECT PROPERTY and additional property, from the purview, operation, and effect of this DECLARATION, including any property previously subjected to and encumbered by this DECLARATION, which shall be owned by the DEVELOPER at the time of such withdrawal, by the filing of an appropriate instrument to that effect among the Public Records of the COUNTY.

CFN 97196353
OR Book/Page: 3725 / 4446

ARTICLE V

PERMITTED USES

5.0 GENERALLY. To the extent that a particular use shall otherwise be in compliance with GOVERNMENTAL REGULATIONS and the covenants, restrictions, and easements set forth in this DECLARATION, the following uses shall be permitted on the SUBJECT PROPERTY:

5.1 RESIDENTIAL PROPERTY. Except as hereinafter provided in Section 6.4 of this DECLARATION, RESIDENTIAL PROPERTY shall be any LOT improved as and used, occupied, and enjoyed solely and exclusively for single family residential dwelling purposes and no other uses or purposes whatsoever.

5.2 COMMON PROPERTY. COMMON PROPERTY shall be improved, maintained, used, and enjoyed for the common recreation, health, safety, welfare, benefit, and convenience of all OWNERS of THE SPRINGS and their guests and invitees. Notwithstanding anything to the contrary set forth in this DECLARATION, however the DEVELOPER, for himself and his or her successors and assigns and his or her guests or invitees, hereby specifically reserves unto himself an easement upon and the right, privilege, and license of using any or all of the COMMON PROPERTY, including, without limitation, any and all common utilities, and any streets and roads, in connection with and in support of any operations and activities and any amateur or professional events conducted upon the COMMON PROPERTY, including specifically, without limitation, the right, privilege, license, and easement to limit, control, restrict, or permit, pass, or otherwise, ingress or egress to and from the COMMON PROPERTY, including the streets and roads; provided, however, that the exercise of such right, privilege, license, and easement by the DEVELOPER and his or her successors and assigns shall not prohibit or unreasonably interfere with or restrict the right, privilege, license, and easement of an OWNER and the members of his or her family, his or her guests, employees and other invitees to have ingress and egress to and from his or her residence as elsewhere provided in this DECLARATION. All common property deeded over to the Association, as described herein, cannot be sold without the majority votes of homeowners excluding the developer's LOTS. See Schedule A. The Developer is subject to Association Facility use fees.

ARTICLE VI

USE RESTRICTIONS - RESIDENTIAL PROPERTY

The use, occupation, and enjoyment of any LOT shall be subject to and governed by the following covenants, conditions, and restrictions, to wit:

CFN 97196353
OR Book/Page: 3725 / 4447

6.1 SINGLE FAMILY ONLY. Except as specifically provided in this DECLARATION, or as provided by the DEVELOPER in writing, no use shall be made of any LOT other than for single family residential dwelling purposes, with only one UNIT constructed on any LOT. No UNIT shall be occupied by more than two (2) persons for each bedroom in the UNIT, other than on a temporary (less than thirty (30) days in a 12-month period) basis.

6.2 OWNERSHIP AND LEASING. Ownership of any LOT shall be for single family residential dwelling purposes only. Accordingly, RESIDENTIAL PROPERTIES may not be rented or leased for any single period of less than six (6) months. A copy of the executed lease shall be provided to the Association prior to occupancy by any tenant. No "Time Sharing Plan" as that term is defined in Section 721.05 Florida Statutes, or any similar plan of fragmented or interval ownership of any LOT shall be permitted. Each OWNER shall be required to provide a copy of the current Rules and Regulations promulgated by the Board to each tenant prior to the commencement of any lease and must comply with Item 1 of the Rules and Regulations Document.

6.3 SUBDIVISION. No LOT shall be subdivided nor shall any portion of a LOT less than the whole thereof be sold, conveyed, or transferred without the prior written approval and consent of the DEVELOPER or the ASSOCIATION. Nothing herein contained, however, shall prevent the subdivision of a LOT by the DEVELOPER in such a manner so that any portion of a LOT may be sold, transferred, and conveyed by the DEVELOPER, together with the whole of an adjacent or contiguous LOT such that the whole of one LOT and a portion of another LOT which are owned in common by the same OWNER may be combined, developed, and improved by such OWNER as a single home. Once so combined, developed, and improved as a single residential home, no such combination of a LOT and a portion of another LOT or combination of two (2) or more LOTS shall thereafter be re-subdivided into more than one (1) single family residential home site. Each portion of any subdivided LOT and the OWNER thereof shall be liable for a prorata share of all assessments affecting said LOT and the Regular Assessment therefor shall not be reduced pursuant to Section 9.8.1. herein.

6.4 COMMERCIAL ACTIVITY. Except as specifically provided in Section 5.1 of this DECLARATION, no business, commercial, industrial, trade, professional, or other non-residential activity or use of any nature, type, kind, or description shall be conducted upon or from any LOT or within any IMPROVEMENTS located or constructed thereon. This provision shall not prohibit those minor business-related activities which might occur within the confines of any LOT which are incidental to the OWNER's primary business which do not create any offensive activity, or promote deliveries or other excessive public access to the SUBJECT PROPERTY, or which may be promoted for tax benefits or other reasons of convenience. The ASSOCIATION may prohibit any business-related activity it deems to be an offensive activity or a violation of this Section. This does not apply to the sales of homes by the Builder or the development of a lot by the developer.

CFN 97196353
OR Book/Page: 3725 / 4448

6.5 OFFENSIVE ACTIVITY. No illegal, noxious, unpleasant, unsightly, noisy, or offensive activity shall be carried on or conducted upon or from any LOT nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity or to THE SPRINGS in general or which may be or tend to become an interference with the comfortable and quiet use, occupation, or enjoyment of any other any LOT or any COMMON PROPERTY, unless specifically approved in writing by the ASSOCIATION.

6.6 ANIMALS AND PETS. No reptiles, livestock, poultry, or animals of any kind, nature, or description shall be kept, bred, or raised upon SUBJECT PROPERTY unless specifically approved in writing by the ASSOCIATION, except for dogs, cats, birds, or other usual and customary household pets which may be kept, raised, and maintained upon SUBJECT PROPERTY, provided that the same are not kept, raised, or maintained thereon for business or commercial purposes, or in number deemed unreasonable by the DEVELOPER or the ASSOCIATION in the exercise of their reasonable discretion. Numbers in excess of three (3) of each such type of household pet, or a total of five (5) (other than aquarium-kept fish) shall be prima facia and considered unreasonable. Notwithstanding the foregoing provisions of this Section permitting dogs, cats, birds, or other usual and customary household pets, however, no such reptiles, animals, birds, or other pets may be kept, raised, or maintained on the SUBJECT PROPERTY under circumstances which, in the good faith judgment of the DEVELOPER or the ASSOCIATION, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of other SUBJECT PROPERTY or adjoining COMMON PROPERTY.

Any pet must be carried or kept on a leash when outside a UNIT or fenced-in area. Each OWNER shall be responsible for his or her pets and the pets of any PERSON residing in his or her UNIT. Any resident shall pick up and remove any solid animal waste deposited by his or her pet on the COMMON PROPERTY or on other RESIDENTIAL PROPERTY, except as designated pet-walk areas, when determined. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Section, or may seek other remedies as provided in this DECLARATION.

The ASSOCIATION may grant written permission allowing any OWNER to keep on any LOT other animals not specifically permitted herein. Permission may be withdrawn at any time and may have specific restrictions placed on it by the ASSOCIATION, which may be modified by the ASSOCIATION from time to time at its sole discretion.

6.7 COMMERCIAL AND RECREATIONAL VEHICLES.

6.7.1 Parking of Vehicles. No truck, bus, trailer, or other "commercial vehicle" (as that term is herein defined in Section 6.7.6), and no mobile home, motor home, house

CFN 97196353
OR Book/Page: 3725 / 4449

trailer, camper, boat, boat trailer, horse trailer, or other recreational vehicle or the like shall be permitted to be parked or stored on the SUBJECT PROPERTY unless the same shall be parked or stored entirely within and fully enclosed by a garage; nor shall any such commercial or recreational vehicle or the like be permitted to be parked or stored on any street in front of or adjacent to any LOT. Notwithstanding the foregoing, however, it is expressly provided that recreational and commercial vehicles shall be permitted to be parked on, or in front of, or adjacent to any LOT on which bona fide ongoing construction activity is taking place; nor shall the foregoing provision of this Section apply to parking on "a temporary or short-term basis" (as that term is hereinafter defined in Paragraph 6.7.4).

6.7.2 Repair of Vehicles. No passenger automobile, commercial, recreational, or other motorized vehicle, or trailerable boat, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted outside any UNIT. Notwithstanding the foregoing provisions of this Paragraph, however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities (work must be completed on the calendar day the work is started) normally associated with and incident to the day-to-day washing, waxing, and polishing of such vehicles or such repairs as may be necessary in an emergency situation. Repairs, service, or painting made within the confines of a garage or designated enclosure may be denied by the ASSOCIATION if deemed a nuisance by the ASSOCIATION.

6.7.3 Motorcycles, etc.. No motorcycle, golf carts, motor scooter, moped, ATV (all terrain vehicle), or other two-wheeled, three-wheeled, or four-wheeled motorized vehicle, or the like, shall be permitted to be parked or stored on any LOT, unless outfitted with an appropriate noise reduction device which is in working order. The same shall be parked or stored entirely within, and fully enclosed by, a garage; except for those which may be used or employed in connection with the internal security of THE SPRINGS and the maintenance and operation of the COMMON PROPERTY or for sales and promotion of the SUBJECT PROPERTY by the DEVELOPER.

Notwithstanding, the foregoing provisions of this Section permitting motorcycles, motor scooters, mopeds, ATV (all terrain vehicle), or other two-wheel, three-wheel, or four-wheel motorized vehicles or the like with an appropriate noise reduction device, no such vehicle shall be allowed on the SUBJECT PROPERTY under circumstances which, in the good faith judgment of the DEVELOPER or the ASSOCIATION, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of any other LOT or adjoining COMMON PROPERTY.

The ASSOCIATION or DEVELOPER may, at its sole discretion, grant permission for the use and storage of such vehicles, notwithstanding the foregoing provisions of

CFN 97196353
OR Book/Page: 3725 / 4450

this Section. Such permission may be withdrawn at any time, from time to time, for any reason at the sole discretion of the ASSOCIATION or DEVELOPER. Such permission may have specific restrictions attached to it as deemed necessary by the DEVELOPER or the ASSOCIATION and any violation of those restrictions or the ASSOCIATION deeming that the vehicle is a nuisance shall be considered prima facia evidence of an automatic revocation and withdrawal of permission.

6.7.4 Parking on a Temporary or Short-term Basis. Parking on "a temporary or short-term basis" shall mean and be defined as parking for not more than twenty-four (24) hours in any seven (7) day time period, of commercial, recreational vehicles or boats belonging to OWNERS or their guests, and four (4) hours in duration for commercial vehicles used in connection with the furnishing of services and/or the routine pick-up and delivery, respectively, of materials from and to any LOT.

The ASSOCIATION or DEVELOPER may, at its sole discretion, grant an extension in writing to any OWNER on a "temporary or short term basis." Such extension may be withdrawn at any time, from time to time, at the sole discretion of the ASSOCIATION or DEVELOPER.

Such extension may have specific restrictions attached to it as deemed necessary by the DEVELOPER or ASSOCIATION. Any violation of those restrictions will be considered prima facia evidence of automatic revocation and withdrawal of permission.

6.7.5 Private Passenger Vehicles. The OWNER or residents of any UNIT may not keep vehicles parked outside any UNIT from midnight to 7:00 a.m. unless parked on the driveway, without the prior written consent of the ASSOCIATION.

All vehicles parked within the SUBJECT PROPERTY must be in a reasonably good appearance and good working order, and no vehicle which is unlicensed or which cannot operate on its own power may be parked outside any UNIT. Any vehicle considered by the ASSOCIATION to be creating an unreasonable annoyance or which is in an unsightly condition may be prohibited or removed by the ASSOCIATION or the ASSOCIATION may prevent access to the common streets and roads by the vehicle.

6.7.6 Commercial Vehicle. The term "commercial vehicle" shall mean and be defined as a truck, motor home, bus, or van of greater than three-quarter (3/4) ton capacity or as designated as such by the State of Florida Division of Motor Vehicles, and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or on or within which any commercial materials and/or tools are visible.

CFN 97196353
OR Book/Page: 3725 / 4451

6.7.7 Parking Rules. The ASSOCIATION shall be entitled and is hereby empowered to adopt additional reasonable RULES AND REGULATIONS governing the admission to and parking, use, and storage of private, commercial, and recreational vehicles within THE SPRINGS and, if so adopted, the same shall be binding upon all LOTS and all OWNERS and their guests and invitees except for the DEVELOPER in construction areas.

6.7.8 Removal by the ASSOCIATION. Any private, commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the ASSOCIATION concerning the same may be towed away or otherwise removed by or at the request of the ASSOCIATION and at the sole expenses of the owner of such commercial, recreational, or other vehicle in violation of these restrictions or such RULES AND REGULATIONS.

In the event of such towing or other removal, the ASSOCIATION and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the ASSOCIATION, its employees, or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section 6.7.8 shall be grounds for relief of any kind.

6.8 MAINTENANCE. Each LOT and all IMPROVEMENTS located thereon, including landscaping, shall at all times be kept and maintained in a safe, clean, wholesome, and attractive condition and shall not be allowed to deteriorate, fall into disrepair, or become unsafe or unsightly. In particular, no weeds, underbrush, or other unsightly growth, and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on any LOT.

6.9 RECONSTRUCTION OF DAMAGED IMPROVEMENTS. In the event that a UNIT or other IMPROVEMENTS on any LOT shall be damaged or destroyed by casualty, hazard, or other cause, including fire or windstorm, then, within a reasonable period, not exceeding two (2) months following the occurrence of the damaging incident, the OWNER of the affected UNIT shall cause the damaged or destroyed IMPROVEMENTS to be repaired, rebuilt, or reconstructed, or to be removed and cleared from such LOT. Any such repair, rebuilding, or reconstruction shall be approved and accomplished as otherwise required pursuant to the provisions of this DECLARATION.

6.10 GARBAGE AND GARBAGE CONTAINERS. All garbage and trash containers and their storage areas and the like shall be kept or placed inside of or behind opaque walls or landscaping attached to or abutting the UNIT constructed on each LOT and otherwise in conformity with the applicable provisions of the ARCHITECTURAL STANDARDS

CFN 97196353
OR Book/Page: 3725 / 4452

MANUAL. In no event shall any such containers be visible from any adjacent or neighboring property, whether a LOT or COMMON PROPERTY, including any of the COMMON STREETS AND ROADS. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent animals from gaining access thereto.

Each OWNER shall regularly pick up all garbage, trash, refuse, or rubbish on the OWNER's LOT. Garbage, trash, refuse, or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash containers must be removed on the collection day.

All garbage, trash, refuse, or rubbish must be placed in appropriate trash containers or bags. All containers, dumpsters, or garbage facilities shall be kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.11 BURNING. No burning of leaves, trash, rubbish, garbage, or other waste materials of any type shall be permitted or conducted on any LOT. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs, natural gas, or charcoal in properly constructed or installed fireplaces, barbecue cookers, or the like, whether inside or outside of any building or other structure located on any LOT.

Notwithstanding the foregoing provisions of this Paragraph, however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities as performed by the DEVELOPER or its agents, or contractors on the SUBJECT PROPERTY.

6.12 STORAGE TANKS. No storage tanks including, but not limited to, those for water, oil, propane gas, or other liquid, fuels, or chemicals, including those used for swimming pools or the like, shall be permitted outside of any UNIT unless the same shall be underground or placed inside of walls, fences, landscaping screens, or similar type enclosures in conformity with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL. In no event shall any of the same be visible from any adjacent or neighboring property, whether a LOT or COMMON PROPERTY, including the COMMON STREETS AND ROADS. Portable propane gas cooking grills are the only exception.

6.13 MINERAL EXPLOITATION. No exploitation, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate, or other minerals of any type or kind shall be permitted or conducted on the SUBJECT PROPERTY.

6.14 LAUNDRY & CLOTHES DRYING. No laundry or clothes drying lines or areas shall be permitted outside of any UNIT unless the same shall be placed inside of walls, fences,

CFN 97196353
OR Book/Page: 3725 / 4453

landscaping screens, or similar type enclosures in conformity with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL.

In no event shall any of the same be permitted if visible from any streets or roads, except as specifically permitted by the ARC.

6.15 ELECTRONIC TRANSMISSION EQUIPMENT. No radio, microwave, or other electronic transmission equipment, including ham radios, citizens band radios, outside antennas, satellite dishes, outside sending devices, and the like, shall be permitted on any LOT, except with the approval of ARC. The ASSOCIATION may approve, in writing, the use of small dish type receiving devices so long as the operation of such equipment does not interfere with ordinary radio and television reception or communication equipment and so long as the placement of such equipment is not visible from any street or road and is deemed aesthetically acceptable by the ARC.

6.16 SIGNS. No sign, billboard, or advertising of any kind shall be displayed to public view on the SUBJECT PROPERTY without the prior written consent of the ARCHITECTURAL REVIEW COMMITTEE and the DEVELOPER; except as follows, to wit:

Initially, lot availability and new construction builder signs must meet specifications as established by DEVELOPER and periodic revisions thereto. Thereafter owner resales of any LOTS shall have no more than one (1) discreet, professionally prepared "for sale" sign of not more than five (5) square feet total, including the frame. The sign shall be constructed of wood and/or metal, must be kept in like-new condition, and must be aesthetically pleasing, complementing the surroundings. One discreet, professionally prepared "for rent" sign of not more than three square feet may be displayed in any window. Violations may be removed by the ASSOCIATION without liability for trespass.

Notwithstanding the foregoing provisions of this Section, the DEVELOPER specifically reserves the right, for itself and its agents, employees, nominees, and assigns, the right, privilege, and easement, to construct, place, and maintain upon any LOT such signs as it deems appropriate in connection with the development, improvement, construction, marketing, and sale of any LOT.

Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of subcontractors, real estate brokers, lenders, or the like involved in the construction, installation, alteration, or other IMPROVEMENT upon, or the previous sale or leasing of any LOT shall be permitted.

6.17 TREES. No tree shall be removed from any LOT after issuance of a Certificate of Occupancy without the prior written consent of the ARCHITECTURAL REVIEW COMMITTEE. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential dwelling on a particular

CFN 97196353
OR Book/Page: 3725 / 4454

LOT where the preservation of any tree would work a hardship or require extraordinary design measures in connection with the location of such dwelling on the LOT. As used herein, the term "tree" shall mean and be defined as any tree having a caliper of one inch (1") or greater in diameter as measured four feet above ground level.

6.18 DRAINAGE. No OWNER shall be permitted to alter the grade of or original drainage plan for any LOT, or change the direction of, obstruct, or retard the flow of surface water drainage, nor shall any OWNER alter or remove any drainage or environmental berm or swale on any LOT or divert any storm water drainage over, under, through, or around any such berm or swale.

The ASSOCIATION shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface or storm water 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 storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District and the COUNTY.

The storm water system is designed to hold standing water in the underground and swales most of the time.

The COMMON PROPERTY ditches, swales, canals and lakes will be used for drainage and the temporary retention of storm water run off from the properties and other contiguous property. No structure, planting or other material will be placed or permitted to remain or be constructed in these areas that will impair or interfere with the drainage, maintenance, or temporary retention of storm water run off.

6.19 WINDOW TREATMENTS. Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted except for periods not exceeding thirty (30) days after an OWNER or tenant first moves in a UNIT or when permanent window treatments are being cleaned or repaired.

6.20 OUTSIDE STORAGE OF PERSONAL PROPERTY. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT, unless specifically allowed in the Architectural Standards Manual.

6.21 RULES AND REGULATIONS. In addition to the foregoing restrictions on the use of any LOT, the ASSOCIATION shall have the right, power, and authority, subject to the prior written consent and approval of DEVELOPER, so long as DEVELOPER owns at least one

CFN 97196353
OR Book/Page: 3725 / 4455

(1) LOT, to promulgate and impose reasonable RULES AND REGULATIONS governing and/or restricting the use of any LOT and to thereafter change, modify, alter, amend, rescind, and augment any of the same; provided, however, that no RULES AND REGULATIONS so promulgated shall be in conflict with the provisions of this DECLARATION. Any such RULES AND REGULATIONS so promulgated by the ASSOCIATION shall be applicable to and binding upon the SUBJECT PROPERTY and the OWNERS thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through, or under such OWNERS.

CFN 97196353
OR Book/Page: 3725 / 4456

6.22 <u>ENFORCEMENT</u>.

6.22.1 <u>Remedies</u>. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event by the date and time stated in the written notice of violation, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

a. Fine the OWNER as provided below and/or suspend, for a reasonable period of time, the rights of an OWNER or an OWNER's tenants, guests, or invitees, or both, to use the COMMON PROPERTIES (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER's LOT, including, but not limited to, the right to park); and/or

b. Commence an action to enforce the performance on the part of the OWNER or tenant, or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

c. Commence an action to recover damages; and/or

d. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a Claim of Lien in the public records of the County in which the Properties are located.

CFN 97196353
OR Book/Page: 3725 / 4457

6.22.2 Fines and Suspensions.

a. The length of any suspension and/or the amount of any fine shall be initially determined by the Board, and in the case of a fine shall not exceed $50.00 per violation, or such other amount as is permitted by the law. Notwithstanding the foregoing, if any violation of this Declaration or the Rules and Regulations is of a continuing nature, and if the OWNER fails to cure any continuing violation after written notice of such violation, a daily fine may be imposed until the violation is cured in an amount not to exceed the greater of $10.00 or ½ of one (1) month's Assessment, to the extent permitted by law.

b. Prior to imposing any suspension or fine, the OWNER shall be given written notice of the fact that the Board is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the Owner to request a hearing. If the OWNER desires to contest the suspension or fine, the OWNER may demand a hearing by written notice to the Board within the statutory time frame after the notice of the suspension or fine, and in that event the OWNER shall have the right to a hearing, which shall be held in accordance with the law. The hearing shall be conducted in accordance with any applicable statutory provisions. At the hearing, the OWNER shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the suspension or fine previously imposed may be approved, disapproved or modified. If the OWNER fails to request a hearing, or fails to attend the hearing, the OWNER shall be deemed to have admitted the allegations contained in the notice to the OWNER.

c. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the decision at the hearing. Any fine levied against an OWNER shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. In any event, the ASSOCIATION shall not have the right to impose any suspension or fine against DEVELOPER or any Developer Sanctioned Builder of New Homes in the Properties.

CFN 97196353
OR Book/Page: 3725 / 4458

d. The Board may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the ASSOCIATION.

6.22.3 Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his or her UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall violate the provisions of this Declaration, or result in any damage to the COMMON PROPERTIES, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other Assessment. Furthermore, any violation of any of the provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations by any resident of any Dwelling UNIT, or any guest, employee, or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

6.22.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Dwelling UNIT or any portion of the Properties, other than an OWNER and the members of his or her immediate family permanently residing with him or her in his or her Dwelling UNIT, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Properties, or shall willfully damage or destroy any COMMON PROPERTIES and/or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the Properties and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

6.22.5 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

6.22.6 Other Rights. The rights and remedies set forth herein shall be in addition to any other rights of enforcement set forth in this Declaration or otherwise provided by law.

CFN 97196353
OR Book/Page: 3725 / 4459

6.23 <u>PRECEDENCE OVER LESS STRINGENT GOVERNMENTAL REGULATIONS</u>. In those instances where the covenants, conditions, and restrictions set forth in this DECLARATION set or establish minimum standards or limitations or restrictions on use in excess of GOVERNMENTAL REGULATIONS, the covenants, conditions, and restrictions set forth in this DECLARATION shall take precedence and prevail over less stringent GOVERNMENTAL REGULATIONS.

CFN 97196353
OR Book/Page: 3725 / 4460

ARTICLE VII

BUILDING RESTRICTIONS - RESIDENTIAL PROPERTY

7.0 GENERALLY. The erection, placement, construction, and installation of all IMPROVEMENTS on any LOT shall be subject to and governed by this DECLARATION, and the following covenants, restrictions, and easements, to wit:

7.1 BUILDING TYPE. The use of RESIDENTIAL PROPERTY is limited to single family residential dwelling purposes only.

7.2 APPROVED PLANS. All IMPROVEMENTS must be constructed in accordance with detailed plans and specifications. In conformance with all applicable GOVERNMENTAL REGULATIONS and approved by the ARCHITECTURAL REVIEW COMMITTEE prior to the commencement of construction as more particularly provided in Article XII of this DECLARATION.

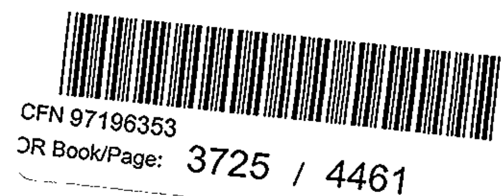
7.3 GOVERNMENTAL REGULATIONS. All IMPROVEMENTS placed, located, erected, constructed, and installed upon RESIDENTIAL PROPERTY shall conform to and comply with all applicable GOVERNMENTAL REGULATIONS, including, without limitation, all applicable building and zoning regulations.

7.4 ARCHITECTURAL STANDARDS MANUAL. All IMPROVEMENTS shall be placed, located, erected, constructed, installed, and maintained on RESIDENTIAL PROPERTY in conformance with the ARCHITECTURAL STANDARDS MANUAL for which provision is made in Article XII of this DECLARATION, as the same may be changed, amended, or modified from time to time.

7.5 CONSTRUCTION. The construction of all residential dwellings and other IMPROVEMENTS on the RESIDENTIAL PROPERTY must be performed by such builders, general contractors, and subcontractors which are:

a. Licensed in the State of Florida or the COUNTY to engage in the business of residential building and construction, unless otherwise permitted in writing by the DEVELOPER, and/or

b. Approved in writing by the DEVELOPER and the ARCHITECTURAL REVIEW COMMITTEE as being qualified and otherwise acceptable to DEVELOPER to perform construction work within THE SPRINGS. The latter approval shall be within the sole and absolute discretion of DEVELOPER and the ARCHITECTURAL REVIEW COMMITTEE, and may be withdrawn without any notice at any time.


CFN 97196353
OR Book/Page: 3725 / 4461

7.6 CONSTRUCTION TIME. Unless and otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE in writing, substantial construction of residential dwellings and other IMPROVEMENTS must be commenced not later than one (1) year from the date that the ARCHITECTURAL REVIEW COMMITTEE issues its written approval of the final plans and specifications therefor. If substantial construction shall not commence within such one-year period, the plans and specifications for any proposed construction must once again be reviewed and approved by the ARCHITECTURAL REVIEW COMMITTEE in accordance with the provisions of Article XII of this DECLARATION and any prior approval of the same by the ARCHITECTURAL REVIEW COMMITTEE shall no longer be binding on the ARCHITECTURAL REVIEW COMMITTEE.

Commencement of construction must also occur on or before limitations as set forth by the DEVELOPER from time to time and notified in writing to the ASSOCIATION and the ARCHITECTURAL REVIEW COMMITTEE. Commencement of construction time limits as set forth herein by the DEVELOPER supersede all other construction time limitations for THE SPRINGS.

Upon commencement of construction, such construction shall be prosecuted diligently, continuously, and without interruption to completion within a reasonable time; but in no event more than one year from the date of the commencement of such construction. However, the ARCHITECTURAL REVIEW COMMITTEE shall have the power and authority to extend the period permitted for construction, as aforesaid; provided that the OWNER and residential contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARCHITECTURAL REVIEW COMMITTEE, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.

7.7 HEIGHT LIMITATION. No IMPROVEMENT on any LOT shall exceed twenty-five feet (25') in height, as measured from the finished grade of first floor to the roof peak at its highest point. Each residential dwelling on a LOT shall consist of not more than two full stories unless otherwise approved in writing by the ARCHITECTURAL REVIEW COMMITTEE. This includes any type of antenna.

7.8 . BUILDING SETBACK LINES. No part of any building shall be constructed, erected, placed, or installed any closer to the property boundary lines of any LOT as set forth and permitted by the ARCHITECTURAL REVIEW COMMITTEE and in conformance with the ARCHITECTURAL STANDARDS MANUAL as the same may be changed, amended, or modified from time to time.

7.9 DWELLING SIZE. Each single family residential dwelling constructed on RESIDENTIAL PROPERTY shall have a minimum heated and cooled living area of one thousand (1,000) square feet. Any structure smaller than 1,000 square feet, air-conditioned square footage,

CFN 97196353
OR Book/Page: 3725 / 4462

prior to December 15, 1995 is grand fathered in. Henceforth from this date, December 15, 1995, no structure smaller than 1,000 square foot, air-conditioned space will be allowed.

7.10 TEMPORARY IMPROVEMENTS. No buildings, structures, IMPROVEMENTS, or other facilities of a temporary nature, including trailers, tents, or shacks shall be permitted on RESIDENTIAL PROPERTY; provided, however, that temporary improvements or facilities used solely in connection with and during the period of the construction of approved permanent IMPROVEMENTS may be permitted by the ARCHITECTURAL REVIEW COMMITTEE, in its discretion, during the period of the construction of such permanent IMPROVEMENTS so long as the same are located as inconspicuously as possible, are kept in good condition, have no signage attached thereto, and are removed immediately following the completion of such construction. The location of such temporary improvements during construction shall be approved in writing by the ARCHITECTURAL REVIEW COMMITTEE.

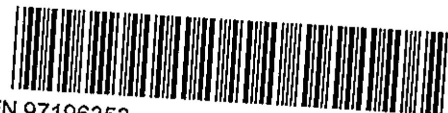
7.11 GARAGES AND CARPORTS. No carports shall be placed, erected, constructed, installed, or maintained on RESIDENTIAL PROPERTY. Each single family residential dwelling constructed and maintained on RESIDENTIAL PROPERTY shall have a garage as an appurtenance thereto. All garages shall be for not less than one (1) standard size passenger automobiles. Garages may also contain appropriately sized storage rooms, recreational workshops, and tool rooms as approved by the ARCHITECTURAL REVIEW COMMITTEE.

No garage shall be converted to another use (e.g. living space) without the substitution, on the LOT involved, of another garage meeting the minimum requirements of this Section of this DECLARATION and the approval of the ARCHITECTURAL REVIEW COMMITTEE as otherwise provided in this DECLARATION.

All garages must be as set forth and permitted by the ARCHITECTURAL REVIEW COMMITTEE and in conformity with the ARCHITECTURAL STANDARDS MANUAL.

7.12 ROOFS. The roofs of the main body of all buildings and other structures, including the principal residence shall be pitched.

The pitch of all roofs shall be not less than five inches (5") in twelve inches (12") (5/12 vertical/horizontal) or as otherwise specified in the ARCHITECTURAL STANDARDS MANUAL. All roofs shall be constructed of clay, tile, cement tile, slate, standing seam copper, cedar shake shingle, architectural grade asphalt or three tab, twenty year, fiberglass, fungus-free shingles (minimum weight 210 lbs. per square) or other materials specified in the ARCHITECTURAL STANDARDS MANUAL or otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE. All roof colors must be approved by the ARCHITECTURAL REVIEW COMMITTEE.



CFN 97196353
OR Book/Page: 3725 / 4463

7.13 ANTENNAS, ETC. See Section 6.15.

7.14 WINDOWS. The windows of all buildings on RESIDENTIAL PROPERTY shall have frames, if any, constructed of wood, factory colored aluminum or such other materials as shall be in conformance with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL. In no event shall raw or silver aluminum window frames be permitted.

7.15 REFLECTIVE OR MIRRORED GLASS. No substantially reflective or mirrored glass (including glass treated with reflective materials) shall be used on, in, or for the exterior windows or doors of any buildings or other IMPROVEMENTS constructed upon RESIDENTIAL PROPERTY.

7.16 EXTERIOR AIR CONDITIONING EQUIPMENT. All air conditioning compressors and other equipment located outside of a residential dwelling shall be screened from the view of streets and roads and adjacent LOTS by opaque walls or vegetation attached to or abutting each single family residential dwelling and otherwise in conformity with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL or as otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE. Absolutely no window air conditioning units shall be permitted.

7.17 FENCES AND WALLS. Other than those constructed by the DEVELOPER and/or the ASSOCIATION, no fences or walls shall be erected on RESIDENTIAL PROPERTY unless approved in writing by the ARCHITECTURAL REVIEW COMMITTEE. The height of all fences or walls and building specifications shall be subject to the control and approval of the ARCHITECTURAL REVIEW COMMITTEE, and shall conform to guidelines and specifications otherwise set forth in the ARCHITECTURAL STANDARDS MANUAL.

7.18 EXTERIOR BUILDING MATERIALS, FINISHES, AND COLORS. All exterior building materials, finishes, and colors shall be in conformance with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL or as otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall unless approved by the ARCHITECTURAL REVIEW COMMITTEE and the DEVELOPER. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any IMPROVEMENTS located on RESIDENTIAL PROPERTY.

7.19 GARBAGE AND TRASH STORAGE AREAS. All exterior garbage and trash storage areas shall be enclosed by opaque walls attached to or abutting each single family residential dwelling or behind a solid landscaping screen and otherwise in conformity with the applicable provisions of the ARCHITECTURAL STANDARDS MANUAL or as otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE.

CFN 97196353
OR Book/Page: 3725 / 4464

7.20 MAILBOXES AND OTHER DELIVERY BOXES. Each UNIT shall have and maintain an individual curbside mailbox which shall comply with the ARCHITECTURAL STANDARDS MANUAL or as shall otherwise be approved by the ARC. This does not include The Holiday Springs section of The Springs of Suntree.

7.21 UNDERGROUND UTILITIES. All utility facilities shall be located and installed underground or concealed under or within a building or other on-site IMPROVEMENTS approved by the ARCHITECTURAL REVIEW COMMITTEE; provided, however, that the foregoing restriction shall not be deemed to prohibit the following:

a. Temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent IMPROVEMENTS, and, provided further, that the same are removed immediately following the completion of such construction;

b. Above-ground electric transformers, meters, and similar apparatus properly screened as specified in the ARCHITECTURAL STANDARDS MANUAL or as otherwise approved by the ARCHITECTURAL REVIEW COMMITTEE;

7.22 LANDSCAPING. All landscaping of any UNIT (other than by the DEVELOPER), and any material modifications, additions, or substitutions thereof, must be approved by the ARC. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping on his or her LOT, and on any contiguous property between his or her LOT and the pavement edge of any abutting road, all in accordance with the landscaping plans approved by the ARC, and in accordance with the provisions of this Declaration and the requirements of any controlling governmental authority. All landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ARC. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. The proceding sentence does not apply to temporary seasonal decorations.

7.23 GRASS. No type or variety of grass other than St. Augustine Floratam, Bermuda, or Bahia grass shall be planted on RESIDENTIAL PROPERTY unless specifically approved by the ARCHITECTURAL REVIEW COMMITTEE in writing, and such grass shall be planted only in those areas where specified on the landscape plan approved by the ARCHITECTURAL REVIEW COMMITTEE. The planting of grass on RESIDENTIAL PROPERTY shall be accomplished by the installation of full sod covering the entire area required to be grassed.

CFN 97196353
OR Book/Page: 3725 / 4465

The foregoing shall not prohibit the ASSOCIATION from installing sod or "seed and mulch" with the same or other type of grass as deemed appropriate in any common property.

7.24 TREES. The provisions of Section 6.17 of this DECLARATION shall be applicable to the building or construction of any single family residential dwelling or other structure or IMPROVEMENTS on RESIDENTIAL PROPERTY and such provisions are incorporated in this Article VII by this reference thereto. There shall be a minimum tree requirement as is set forth by the ARCHITECTURAL REVIEW COMMITTEE.

7.25 PLANTING. No hedge or shrub planting which obstructs site lines at elevations between two feet (2') and six feet (6') 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 feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent obstruction of site lines.

7.26 ARTIFICIAL VEGETATION. No artificial vegetation shall be permitted outside of any building on RESIDENTIAL PROPERTY. This does not apply to temporary seasonal decorations.

7.27 OWNER TIE-IN TO THE SURFACE WATER MANAGEMENT SYSTEM. All OWNERS shall properly grade their LOTS such that storm water run-off be properly directed to the existing surface water management system.

7.28 WAIVERS, EXCEPTIONS AND VARIANCES BY DEVELOPER. Notwithstanding anything to the contrary set forth herein or which may otherwise be implied from the terms and provisions of this DECLARATION, the DEVELOPER specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but DEVELOPER shall have absolutely no obligation), upon a showing of good cause therefor, to:

a. grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the building restrictions specified in this Article VII of this DECLARATION where, in the best interest of the community, the DEVELOPER shall determine or decide that such deviation, violation, or infraction is de minimus, insignificant, or a reasonable deviation, and

b. grant waivers of, exceptions to, or variances from, the building restrictions specified in this Article VII of this DECLARATION where special conditions and circumstances exist which are peculiar to a particular LOT and not generally

CFN 97196353
OR Book/Page: 3725 / 4466

applicable to other LOTS (e.g.; because of its unusual size, configuration, or location) or where a literal interpretation or application of any such building restrictions to a particular LOT would be inappropriate, inequitable, or would otherwise work or result in a hardship or deny such LOT and the OWNER thereof specific rights which are generally enjoyed by other LOTS and OWNERS; it being expressly provided, however, that in all cases, the DEVELOPER, in its exercise of such right and privilege shall, in its reasonably exercised and good faith judgement and discretion determine or decide that its grant of any such waiver, exception, or variance shall not result in, represent, be, or constitute an unreasonable deviation of or derogation from:

1. the uniform plan of development for THE SPRINGS, or

2. the high architectural, ecological, environmental, and aesthetic standards otherwise established for THE SPRINGS, or

3. the objects and purposes of this DECLARATION as hereinabove enumerated in Article II of this DECLARATION.

The DEVELOPER shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until the later of:

a. the expiration of a period of ten (10) years from 12/15/95.

b. the sale by the DEVELOPER or its successors or assigns in the ordinary course of business, and not in bulk, of one-hundred percent (100%) of all LOTS, specifically including additional property, in THE SPRINGS. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the DEVELOPER to grant waivers, exceptions, and variances, as aforesaid, shall be delegated and assigned by the DEVELOPER to and thereafter vest in the ARCHITECTURAL REVIEW COMMITTEE.

To the extent that any such waiver, exception, or variance is granted in a particular instance or with respect to any particular LOT or IMPROVEMENT pursuant to the provisions of this Section as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar wavier, exception, or variance in any other similar or identical instance of any other particular LOT or IMPROVEMENT.

CFN 97196353
OR Book/Page: 3725 / 4467

ARTICLE VIII

COMMON PROPERTY

8.1 CONVEYANCE BY DEVELOPER. The COMMON PROPERTY hereinabove described in Section 5.2 has been conveyed by the DEVELOPER to the ASSOCIATION free and clear of any and all liens, encumbrances, exceptions, or qualifications whatsoever, save and except only for:

a. real property taxes for the year of such conveyance, if any
b. title exceptions of records, if any
c. the covenants, restrictions, and easements set forth in this DECLARATION and any amendments hereto, and
d. any special covenants, restrictions, and easements which may be contained in the instrument of conveyance pursuant to which title to such COMMON PROPERTY is conveyed by the DEVELOPER to the ASSOCIATION.

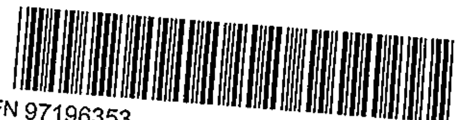
COMMON PROPERTY created in the future shall be similarly conveyed to the ASSOCIATION prior to the sale of all LOTS owned by DEVELOPER (other than by bulk sale).

8.2 MAINTENANCE SUBSEQUENT TO CONVEYANCE. Notwithstanding anything herein set forth to the contrary, however, the ASSOCIATION, subsequent to the conveyance by the DEVELOPER as set forth in Section 8.1 shall assume all common maintenance, COMMON EXPENSES, and liabilities associated with the use and ownership of any such COMMON PROPERTY, as set forth in this DECLARATION, or for all COMMON PROPERTY as set forth by the PLAT within the SUBJECT PROPERTY.

8.3 ADDITIONAL PROPERTY. In addition to the COMMON PROPERTY described in Section 5.2 of this DECLARATION, the DEVELOPER, in its sole discretion shall have the right to convey to the ASSOCIATION, and the ASSOCIATION shall be unconditionally obligated to accept, any other portion of the SUBJECT PROPERTY owned by the DEVELOPER so long as such property is used or useful for any of the objects and purposes for which the ASSOCIATION has been created and established.

Should the DEVELOPER so convey any such additional property, the same shall thereupon become and thereafter continue to be COMMON PROPERTY which shall be subject to all covenants, restrictions, and easements set forth in this DECLARATION with respect to all other COMMON PROPERTY.

8.4 RESTRICTION ON USE. Subsequent to the conveyance of any COMMON PROPERTY to the ASSOCIATION by the DEVELOPER, the COMMON PROPERTY shall, subject only to the easements specified in Article XI of this DECLARATION, be developed, improved, maintained, used, and enjoyed solely for the purposes specified in this



CFN 97196353
OR Book/Page: 3725 / 4468

DECLARATION and in the instrument of conveyance and for the common and reasonable use, enjoyment, benefit and welfare, and recreation of the residents of and visitors to THE SPRINGS and for no other purpose or purposes whatsoever. No other use shall be made of the COMMON PROPERTY without the prior written consent of the DEVELOPER and ASSOCIATION.

8.5 RESTRICTION ON CONVEYANCE. Subject only to the provisions of the ARTICLES, subsequent to the conveyance of any COMMON PROPERTY to the ASSOCIATION by the DEVELOPER, the COMMON PROPERTY may not be subdivided, partitioned, sold, transferred, conveyed, alienated, leased, mortgaged or hypothecated by the ASSOCIATION in any manner whatsoever without the prior written consent of the DEVELOPER. Nor shall the COMMON PROPERTY be abandoned by the ASSOCIATION without the prior written consent of the DEVELOPER.

Upon violation of this Section, title to any COMMON PROPERTY so subdivided, partitioned, sold, transferred, conveyed, alienated, leased, mortgaged, or hypothecated by the ASSOCIATION without the prior written consent of the DEVELOPER shall automatically revert to and become re-vested in the DEVELOPER upon the filing by the DEVELOPER among the Public Records of the COUNTY of an appropriate declaration of its intention to accept such reversion.

8.6 USE BY OWNERS. Subject to any reasonable RULES AND REGULATIONS adopted and promulgated by the ASSOCIATION pursuant to and in accordance with this DECLARATION, and subject always to any and all easements granted by or reserved to the DEVELOPER in this DECLARATION, each and every OWNER shall have the non-exclusive right, privilege, and easement to use and enjoy the COMMON PROPERTY for the purpose or purposes for which the same is conveyed, designated, and intended by the DEVELOPER and maintained by the ASSOCIATION, and such non-exclusive right, privilege, and easement shall be an appurtenance to and shall pass with the title to each and every LOT within the SUBJECT PROPERTY; subject, however, at all times to the covenants, restrictions, and easements set forth in this DECLARATION.

a. Notwithstanding anything herein set forth to the contrary, however, the ASSOCIATION shall have no right, power, or authority hereunder to suspend or otherwise unreasonably interfere with any OWNER'S right, privilege, and easement to use the COMMON STREETS AND ROADS for ingress and egress to and from such OWNER's LOT.

b. The right of the ASSOCIATION to limit the number of guests of OWNERS who may use the COMMON PROPERTY from time to time and to limit the use of the COMMON PROPERTY by PERSONS not in possession of a LOT at a particular time.

CFN 97196353
OR Book/Page: 3725 / 4469

c. The right of the ASSOCIATION to establish, promulgate, and enforce reasonable RULES AND REGULATIONS pertaining to and with respect to the use of the COMMON PROPERTY pursuant to Section 8.11 of this DECLARATION.

d. The right of the ASSOCIATION to take such steps as are reasonably necessary to maintain, preserve, and protect the COMMON PROPERTY.

e. The right of the ASSOCIATION to have unlimited access to the common streets and roads of THE SPRINGS subject to all provisions herein.

f. The Board of Directions of the Association may establish such additional and/or supplemental rules and regulations, for the Community and the Community Center, as may be deemed to be for the best interests of the Association and its members. These additional and/or supplemental rules and regulations will not supersede the Revised and Amended Articles of Incorporation, By-Laws and Declaration of Covenants and Restrictions of The Springs of Suntree Property Owners' Association, Inc. which will remain in effect.

8.7 DELEGATION OF USE. Any OWNER shall be entitled to and may delegate his or her right, privilege, and easement to use and enjoy the COMMON PROPERTY to the members of his or her family, his or her tenants, guests, or other invitees; subject at all times, however, to such reasonable RULES AND REGULATIONS governing such delegation as may be established, promulgated, and enforced by the ASSOCIATION pursuant to Section 8.10 of this DECLARATION.

In the event and for so long as an OWNER shall delegate such right, privilege, and easements for use and enjoyment to tenants who reside on his or her LOT, the ASSOCIATION shall be entitled, after the adoption and promulgation of appropriate RULES AND REGULATIONS with respect thereto, to limit or restrict the right of the OWNER making such delegation to a tenant in the simultaneous exercise of such right, privilege, and easement of and for the use and enjoyment of the COMMON PROPERTY.

8.8 WAIVER OF USE. No OWNER may exempt himself or herself from personal liability for or exempt his or her LOT from any ASSESSMENTS duly levied by the ASSOCIATION, or release the LOT owned by him or her from the liens, charges, encumbrances, and other provisions of this DECLARATION, or the RULES AND REGULATIONS of the ASSOCIATION by:

a. The voluntary waiver of the right, privilege, and easement for the use and enjoyment of the COMMON PROPERTY.

b. The abandonment of his or her LOT, or

CFN 97196353
OR Book/Page: 3725 / 4470

c. By conduct which results in the ASSOCIATION's suspension of such right, privilege, and easement as provided in Section 8.6 of this DECLARATION.

8.9 ADMINISTRATION AND CARE. The administration, regulation, care, maintenance, repair, restoration, replacement, preservation, and protection of the COMMON PROPERTY shall be the responsibility of the ASSOCIATION as more particularly provided in Section 8.2 of this DECLARATION and in the ARTICLES of the ASSOCIATION.

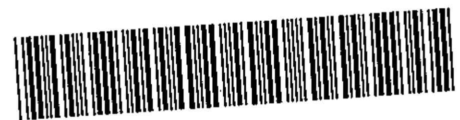
8.10 COMMON PROPERTY WARRANTY. There shall be no additional warranty either inferred nor implied on any COMMON PROPERTY other than the typical 1 year limited warranty provided to the Developer by the General Contractor(s). On all COMMON PROPERTY improvements, all warranties shall begin from the date when the improvement is completed. The ASSOCIATION shall assume all maintenance responsibilities required to keep any warranty in force.

8.11 RULES AND REGULATIONS. In addition to the foregoing restrictions on the use of SUBJECT PROPERTY, and subsequent to conveyance of COMMON PROPERTY by DEVELOPER, the ASSOCIATION shall have the right, power, and authority, to promulgate and impose reasonable RULES AND REGULATIONS governing and/or restricting the use of COMMON PROPERTY and to thereafter change, modify, alter, amend, rescind, and augment any of the same; provided, however, that no RULES AND REGULATIONS so promulgated shall be in conflict with the provisions of this DECLARATION.

Any such RULES AND REGULATIONS so promulgated by the ASSOCIATION shall be applicable to and binding upon all COMMON PROPERTY and all OWNERS and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees, and upon all other parties claiming by, through, or under such OWNERS.

8.12 PAYMENT OF ASSESSMENTS NOT SUBSTITUTE FOR TAXES. The payment of ASSESSMENTS from time to time established, made, levied, imposed, and collected by the ASSOCIATION pursuant to this DECLARATION, including, without limitation, those for the maintenance of the COMMON PROPERTY, and the common street lighting system shall not be deemed to be a substitute for or otherwise relieve any OWNER of the SUBJECT PROPERTY from paying any other taxes, fees, charges, or assessments imposed by the COUNTY or other governmental authority.

8.13 DEDICATION OF COMMON PROPERTY. Notwithstanding the provisions of this Article VIII any or all of the COMMON PROPERTY may be dedicated (1) by the ASSOCIATION, prior to the turnover, or (2) by the OWNERS of all LOTS contained within this subdivision, or (3) by the ASSOCIATION, after turnover, to the appropriate governmental agency(s) having jurisdiction over the specific COMMON PROPERTY. Upon such dedication, the provisions contained in this Article VIII relating to use, maintenance, restrictions,



CFN 97196353
OR Book/Page: 3725 / 4471

administration, and ASSESSMENTS will be amended since said COMMON PROPERTY will thereafter be public and not privately owned as provided in this Article VIII.

8.14 CONSERVATION EASEMENT.

a. Tract "F" of the plat of Holiday Springs at Suntree, according to the plat thereof recorded in Plat Book 28, at Page 67, of the Public Records of Brevard County, Florida, is hereby declared to be a "Conservation Easement Area". A Conservation Easement is hereby declared over such Conservation Easement Area pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("DISTRICT"), for the purpose of retaining and maintaining the Conservation Easement Area in its predominately natural condition as a wooded water recharge, detention, percolation, and environmental conservation area. In furtherance of this Conservation Easement, all of the following uses of the Conservation Easement Area are hereby prohibited and restricted without the prior written consent of the DISTRICT, to wit:

(i) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Area.

(ii) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials.

(iii) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Area.

(iv) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Area.

(v) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

b. The Conservation Easement hereby created and declared shall be perpetual, and may be modified or terminated pursuant to a recorded modification executed by the DEVELOPER until turnover of the ASSOCIATION and thereafter the ASSOCIATION, and the DISTRICT. The DISTRICT, its successors or assigns,

CFN 97196353
OR Book/Page: 3725 / 4472

shall have the right to enter upon the Conservation Easement Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

c. The ASSOCIATION, and all subsequent owners of the Conservation Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on the Conservation Easement Area.

d. The prohibitions and restrictions upon the Conservation Easement Area as set forth in this section may be enforced by the DISTRICT, or its successor agency, by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the DISTRICT.

e. All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Area, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the DEVELOPER to third parties of any land affected by this Easement, the DEVELOPER shall have no further liability or responsibility hereunder, provided this instrument is properly recorded.

ARTICLE IX

ASSESSMENTS

9.1 ASSESSMENTS FOR COMMON EXPENSES. In order to provide for and assure the availability of the funds necessary to pay COMMON EXPENSES associated with the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, preservation, and protection of the COMMON PROPERTY and such additional COMMON EXPENSES as may be associated with and otherwise necessary for the ASSOCIATION to perform its duties and obligations pursuant to and in accordance with this DECLARATION and its ARTICLES and BY-LAWS and to otherwise carry out and accomplish the objects and purposes for which the ASSOCIATION has been created and established, each LOT, whether or not it shall be expressly stated in any such deed or other conveyance, be obligated for, and be deemed to have covenanted and agreed to pay to the ASSOCIATION, all ASSESSMENTS, whether Regular ASSESSMENTS, Special ASSESSMENTS, CAPITAL EXPENDITURE ASSESSMENTS, or Individual LOT ASSESSMENTS, established, levied, made, and imposed on the ASSOCIATION pursuant to this DECLARATION.

All such ASSESSMENTS shall be established, levied, made, imposed, enforced, and collected pursuant to the provisions of this DECLARATION and the ARTICLES, BY-LAWS, and RULES AND REGULATIONS of the ASSOCIATION.

:FN 97196353
)R Book/Page: 3725 / 4473

9.2 COMMON EXPENSES. The COMMON EXPENSES for which ASSESSMENTS shall be established, made, levied, imposed, enforced, and collected by the ASSOCIATION pursuant to this DECLARATION shall be all costs and expenses incurred by the ASSOCIATION in the discharge and performance of the duties and obligations of the ASSOCIATION pursuant to this DECLARATION and the ARTICLES and BY-LAWS of the ASSOCIATION and in furtherance of the objects and purposes for which the ASSOCIATION has been formed, created, and established, including, without limitation, the following costs and expenses to wit:

a. Those incurred in the management and administration of the business and affairs of the ASSOCIATION, including, but not limited to, the salaries of any employees of the ASSOCIATION and the fees or other compensation paid to consultants to the ASSOCIATION, including, without limitation, architects, engineers, accountants, and attorneys;

b. Those incurred in connection with the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation, and protection of the COMMON PROPERTY, including, without limitation, any recreational facilities;

c. Reasonable reserves for repairs to and replacement of the COMMON PROPERTY, including, without limitation, any recreational facilities;

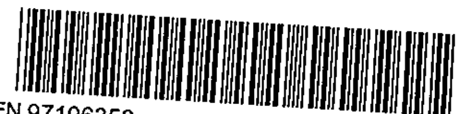
d. Those incurred for utility services to the ASSOCIATION and the COMMON PROPERTY, including, without limitation, electric power for the common street lighting, central electronic security, central cable television, irrigation systems, gas, and phone;

e. Those incurred for garbage and trash collection, removal, and disposal services provided to the ASSOCIATION and the COMMON PROPERTY;

f. Those incurred for COMMON PROPERTY and easements, landscape maintenance and replacement, including irrigation;

g. Those incurred as premiums on or for any insurance obtained by the ASSOCIATION, including, without limitation, fire, casualty, liability, and other insurance covering the COMMON PROPERTY and health, medical, workers' compensation and other insurance covering employees of the ASSOCIATION, if any;

h. All taxes paid by the ASSOCIATION, including, without limitation, ad valorem real and personal property taxes on the COMMON PROPERTY, if any;



CFN 97196353
OR Book/Page: 3725 / 4474

i. Those incurred in connection with any payments by the ASSOCIATION for the discharge of any lien or encumbrance upon the COMMON PROPERTY or any portion thereof;

j. Those incurred by the ARCHITECTURAL REVIEW COMMITTEE in the performance of its duties and obligations pursuant to this DECLARATION, including, without limitation, the fees of or other compensation paid to consultants to the ARCHITECTURAL REVIEW COMMITTEE, including architects, landscape architects, engineers, and attorneys; and

k. Those incurred from time to time by any committees of the ASSOCIATION which are reasonably connected to the discharge of the duties and obligations of the ASSOCIATION pursuant to this DECLARATION.

9.3 USE OF ASSESSMENTS. The funds received and derived from any and all ASSESSMENTS made by the ASSOCIATION shall be used exclusively for the performance of the duties and obligations of the ASSOCIATION pursuant to this DECLARATION, the payment of COMMON EXPENSES, the improvement of the COMMON PROPERTY, the operation and administration of the ASSOCIATION, and the promotion of the health, safety, and general welfare of the residents of THE SPRINGS community generally.

9.4 PROHIBITED USE OF ASSESSMENTS. Notwithstanding anything to the contrary set forth in or otherwise implied from the terms and provisions of this DECLARATION generally, or Section 9.1 of this DECLARATION in particular, the ASSOCIATION shall not have the power or authority to use, make, levy, impose, enforce, and collect and is hereby expressly prohibited from using, making, levying, imposing, enforcing and collection, any ASSESSMENT for the purpose, in whole or part, of financing the prosecution of or otherwise supporting any actual or contemplated litigation, including any and all appeals related thereto, against the DEVELOPER with respect to matters related to THE SPRINGS or its development or operation.

If, notwithstanding that foregoing prohibition, the ASSOCIATION shall attempt to use, make, levy, impose, enforce, and collect any ASSESSMENT for such prohibited purpose or use, the DEVELOPER and any LOT or other property owned by DEVELOPER within THE SPRINGS shall be and are hereby exempted from any such ASSESSMENT or attempted ASSESSMENT.

9.5 LIEN FOR ASSESSMENT. All ASSESSMENTS established, made, levied, and imposed by the ASSOCIATION pursuant to this DECLARATION, together with interest, late charges, costs, and expenses, including reasonable attorneys' fees associated with the collection thereof (whether suit be brought or not), shall be a charge and a continuing lien upon each LOT against or with respect to which any such ASSESSMENT is made or levied.

CFN 97196353
OR Book/Page: 3725 / 4475

9.6 PERSONAL LIABILITY FOR ASSESSMENTS. In addition to the foregoing lien for such ASSESSMENTS, each such ASSESSMENT, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not), as aforesaid, shall also be the personal obligation and liability of the OWNER of the LOT against or with respect to which any such ASSESSMENT is made, levied, or imposed at the time such ASSESSMENT is so made, levied, or imposed.

Such personal liability for ASSESSMENTS made, levied, or imposed pursuant to this DECLARATION prior to the sale, transfer, or other conveyance of a particular LOT shall not, by virtue of any such sale, transfer, or other conveyance, pass to such OWNER's successor or successors in title unless such personal liability of the OWNER shall be expressly assumed as the personal obligation of such successor or successors in title provided, however, that no such assumption of personal liability by such successor or successors in title shall relieve any OWNER otherwise personally liable for payment of ASSESSMENTS from the personal liability and obligation for the payment of the same.

9.7 TYPES OF ASSESSMENTS. The ASSOCIATION is hereby authorized and empowered to establish, make, levy, impose, enforce, and collect those Regular ASSESSMENTS, Special ASSESSMENTS, and individual LOT ASSESSMENTS for which provision is made in this DECLARATION.

9.8 REGULAR ASSESSMENTS. The ASSOCIATION shall be and is hereby authorized, empowered, and directed to establish, levy, make, impose, enforce, and collect during each calendar year a Regular ASSESSMENT for COMMON EXPENSES to be incurred by the ASSOCIATION during such calendar year in the performance of its duties and obligations pursuant to this DECLARATION. Such Regular ASSESSMENTS shall be established, made levied, imposed, enforced, collected, and otherwise governed by the following provisions, to wit:

9.8.1 Rate of Regular Assessments. The amount of the Regular ASSESSMENT for each calendar year shall be established and determined by the BOARD of the ASSOCIATION not later than thirty (30) days prior to the beginning of each calendar year. The BOARD shall establish the Regular ASSESSMENT for each calendar year based upon a pro form operating statement or estimated budget for such calendar year which, in turn, shall be based, among other things, upon an estimate of the total COMMON EXPENSES likely to be incurred during such calendar year, taking into account the previous operating history of any surplus funds (not including reserves) held by the ASSOCIATION, and the establishment of reasonable reserves for the maintenance and replacement of and repairs to the COMMON PROPERTY.

The BOARD of the ASSOCIATION shall, at least fifteen (15) days prior to the establishment of the Regular ASSESSMENT for the next succeeding calendar year, provide to each OWNER a copy of the pro forma operating statement or estimated

CFN 97196353
OR Book/Page: 3725 / 4476

budget to be used by the ASSOCIATION in the establishment of the Regular ASSESSMENT for the next succeeding calendar year. The total amount of the COMMON EXPENSES so estimated shall be divided by the total number of LOTS within the SUBJECT PROPERTY in order to determine the amount of the Regular ASSESSMENT for each LOT for such calendar year; it being expressly provided, however, that:

Notwithstanding the foregoing, so long as the DEVELOPER is the OWNER of any LOT, DEVELOPER shall not be liable for the payment of assessments thereon during such period as it elects, by written notice to the ASSOCIATION, to pay to the ASSOCIATION the amount of operating expenses of the ASSOCIATION incurred during the period of time elected and not payable from assessments received from the other Members of the ASSOCIATION. Further, until a LOT contains a UNIT for which a Certificate of Occupancy has been issued and the OWNER of such LOT is someone other than the licensed contractor of such UNIT, the OWNER shall pay thereon fifty percent (50%) of the assessment paid as a Regular Assessment. Notwithstanding the preceding sentence, any LOT containing a UNIT being used as a model home shall pay the full amount of the Regular Assessment. If not paid within fifteen (15) days after the due date, then the ASSOCIATION shall have the right to charge OWNER a late fee of $10.00 which shall be due immediately. Until both the assessment and the late fee are paid, there shall be a lien on the LOT of the OWNER failing to pay which shall bind such property and the OWNER, his or her heirs, devisees, personal representatives, and assigns.

9.8.2 Notice of Regular Assessments. Not later than fifteen (15) days prior to the beginning of each calendar year, the ASSOCIATION shall provide written notice to each OWNER of the amount of the Regular ASSESSMENT established, made, levied, and imposed for the next succeeding calendar year and the dates upon which installments for the same shall become due and payable.

9.8.3 Insufficient Regular Assessments. In the event that the ASSOCIATION shall determine during any calendar year that the Regular ASSESSMENT established for such calendar year is or will become inadequate or insufficient to meet all COMMON EXPENSES for such calendar year, for whatever reason, the ASSOCIATION, upon approval by the BOARD, shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Regular ASSESSMENT for such fiscal year, issue a supplemental estimate of COMMON EXPENSES to all Members of the ASSOCIATION, and within thirty (30) days thereafter establish, make, levy, impose, enforce and collect a supplemental or revised Regular ASSESSMENT for such calendar year.

9.8.4 Limitation on Increases. The ASSOCIATION shall not establish, make, levy, impose, enforce, and collect any Regular ASSESSMENT which is increased over the

CFN 97196353
OR Book/Page: 3725 / 4477

amount of the Regular ASSESSMENT for the immediately preceding calendar year by more than fifteen percent (15%) without the prior approval of a majority of the Members who are voting in person or by proxy at a meeting of the ASSOCIATION duly called for such purpose and for which written notice specifying the amount of a proposed increase in the Regular ASSESSMENT is sent to each Member of the ASSOCIATION at least thirty (30) days in advance of such meeting.

Notwithstanding anything herein set forth to the contrary, however, should the ASSOCIATION deem it necessary to establish, make, levy, impose, or enforce collection of, any Regular ASSESSMENT which is an increase over the limitations set forth in this Section due to the addition of COMMON PROPERTY or personal property or an increase in the SUBJECT PROPERTY, said increase may be imposed by the ASSOCIATION with the approval of the BOARD only.

9.8.5 Payment of Assessments. Regular ASSESSMENTS shall be due and payable in advance in monthly or quarterly or semi-annual installments as determined by the BOARD of the ASSOCIATION, in its reasonable discretion. Such installments shall be due and payable without any further notice other than that notice specified in Section 9.8.2 above.

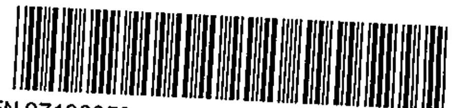
9.8.6 Developer Option. Notwithstanding anything set forth in this DECLARATION to the contrary, until such time as DEVELOPER no longer owns any LOTS, the DEVELOPER shall have the option of either:

a. Paying the Regular ASSESSMENT with respect to each LOT owned by the DEVELOPER from time to time, or

b. Paying the difference between the actual COMMON EXPENSES, excluding reserves and any capital or improvement expense, incurred by the ASSOCIATION for a particular calendar year over the total amount of Regular ASSESSMENTS levied by the ASSOCIATION against all other LOTS (i.e. LOTS not owned by DEVELOPER) during such year.

9.8.7 Reserves. The Regular ASSESSMENT shall include reasonable amounts as determined by the BOARD of the ASSOCIATION to be collected as reserves against and for the future periodic maintenance, repair, or replacement of all or any portion or portions of the COMMON PROPERTY, including, without limitation, the COMMON STREETS AND ROADS, common recreational facilities, and common area landscaping, or for such other purpose or purposes as shall be determined by the BOARD of the ASSOCIATION, in its reasonable discretion.

Such portion of Regular ASSESSMENTS representing amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the



CFN 97196353
OR Book/Page: 3725 / 4478

ASSOCIATION in a separate interest-bearing bank account to be held in trust by the ASSOCIATION for the purpose or purposes for which the same are collected and are to be segregated from and not commingled with any other funds of the ASSOCIATION.

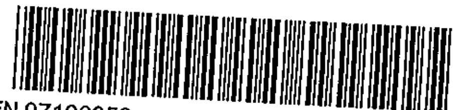
9.9 CAPITAL EXPENDITURE ASSESSMENTS. In addition to the other ASSESSMENTS for which provision is made in this DECLARATION, the ASSOCIATION shall be and is hereby authorized and empowered to establish, make, levy, impose, enforce, and collect from time to time Capital Expenditure ASSESSMENTS for purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected replacement of any capital improvement to or upon the COMMON PROPERTY or the cost of the initial purchase or any subsequent unexpected replacement of any fixtures, equipment, or personal property purchased, repaired, or replaced by the ASSOCIATION in furtherance of the discharge of its duties and obligations pursuant to this DECLARATION.

Provided, however, that any such Capital Expenditure ASSESSMENT shall have the prior approval of two-thirds (2/3) of the Property Owners who are voting in person or by proxy at a meeting of the ASSOCIATION duly called for such purpose and of which written notice specifying the nature of the proposed capital expenditure and the amount of the proposed Capital Expenditure ASSESSMENT is sent to all Members of the ASSOCIATION at least thirty (30) days in advance of such meeting. All sums collected as Capital Expenditure ASSESSMENTS shall be used only for the capital improvements or purchases for or with respect to which such Capital Expenditure ASSESSMENT has been approved and such sums shall be deposited by the ASSOCIATION in a separate interest-bearing account, not commingled with any other funds of the ASSOCIATION, to be held in trust by the ASSOCIATION for such purposes until said capital expenditure is complete.

9.10 SPECIAL ASSESSMENTS. In addition to other ASSESSMENTS for which provision is made in this DECLARATION, the ASSOCIATION shall be and is hereby authorized and empowered to establish, make, levy, impose, enforce, and collect from time to time Special ASSESSMENTS for any purpose directly related to the discharge of its duties and obligations pursuant to this DECLARATION, provided, however, that any such Special ASSESSMENT shall have the prior approval of the Board of the ASSOCIATION.

9.11 INDIVIDUAL LOT ASSESSMENTS. In addition to any other ASSESSMENTS for which provisions are made in this DECLARATION, the ASSOCIATION shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce, and collect against and from a particular LOT and the OWNER of such LOT an Individual LOT ASSESSMENT for:

a. Costs and expenses incurred by the ASSOCIATION in bringing a particular OWNER or his or her particular LOT into compliance with the provisions of this DECLARATION, including any action taken, fines imposed, or cost or expense incurred by the ASSOCIATION to cure or remedy such violation or non-compliance;



CFN 97196353
OR Book/Page: 3725 / 4479

b. Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the ASSOCIATION in the enforcement of the provisions of this DECLARATION against a particular LOT or the OWNER of such LOT;

c. Costs and expenses incurred by the ASSOCIATION in furnishing or providing labor, services, and materials which benefit a particular LOT or the OWNER of a particular LOT provided that such labor, services, or materials can be accepted or rejected by such particular OWNER in advance of the ASSOCIATION's furnishing or providing the same such that upon such OWNER's acceptance of any such labor, services, or materials such OWNER shall be deemed to have agreed that the costs and expenses associated herewith shall be made, levied, imposed, collected, and enforced as an individual LOT ASSESSMENT against such particular OWNER and his or her particular LOT; and

d. Reasonable overhead expenses of the ASSOCIATION associated with any individual LOT ASSESSMENT, established, made, levied, imposed, collected, and enforced pursuant to this Section in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the ASSOCIATION for any individual LOT ASSESSMENT specified in Subparagraphs a, b, or c of this Section.

9.12 QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 9.8.4 AND 9.9. The quorum required at any meeting of the ASSOCIATION for any action authorized pursuant to Sections 9.8.4 and 9.9 of this DECLARATION shall be as follows:

At the first meeting called for the purpose of taking any such action, the presence at such meeting, in person or by proxy, of members of the ASSOCIATION entitled to cast at least fifty-one percent (51%) of all the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, a subsequent meeting may be called for the same purpose, subject to the notice requirements set forth in said Section 9.8.4 and 9.9, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the first meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.13 WORKING CAPITAL FUND. In addition to any other ASSESSMENTS, after a Certificate of Occupancy for a new dwelling constructed upon a LOT is issued by the controlling governmental authority, the first OWNER (other than the DEVELOPER) shall pay to the ASSOCIATION a contribution to its working capital fund in an amount equal to a one time working capital fee of $100.00. Working capital fund shall be used by the ASSOCIATION as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

CFN 97196353
OR Book/Page: 3725 / 4480

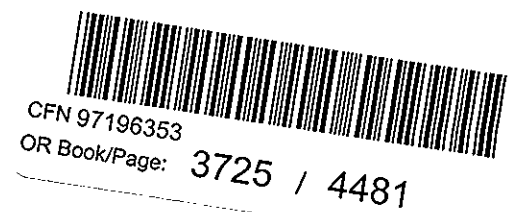
9.14 UNIFORMITY OF ASSESSMENTS. Except for Individual LOT ASSESSMENTS for which provision is made in Section 9.10 of this DECLARATION, all ASSESSMENTS shall be uniformly fixed at an equal amount per LOT and shall be collected on a uniform basis from the OWNER of each LOT.

9.15 EXEMPT PROPERTY. Notwithstanding anything to the contrary set forth in or otherwise implied from the terms and provisions of this DECLARATION, the COMMON PROPERTY shall be and is hereby made exempt from all ASSESSMENTS of any kind, nature, type, or character whatsoever. Additionally, any property, other than a LOT, which is owned by or dedicated to and accepted by any governmental body or agency, shall be exempt from any ASSESSMENTS. All property otherwise exempted from taxation by the laws of the State of Florida or the United States of America shall also be exempt from all ASSESSMENTS; but only upon the same terms, subject to the same conditions, and only to the extent of any such exemption from taxation.

9.16 SUBORDINATION OF ASSESSMENT LIEN. The lien of and for all ASSESSMENTS provided for in this DECLARATION shall be and is hereby made junior, inferior, and subordinate in all respects to the lien of any bona fide first mortgage held by an INSTITUTIONAL LENDER or a purchase money mortgage held by the DEVELOPER upon a particular LOT.

The sale, transfer, or conveyance of title to a particular LOT shall not affect the effectiveness, viability, or priority of any ASSESSMENT lien or the personal liability of the OWNER of such LOT for the payment of any ASSESSMENT; provided, however, that the sale, transfer, or conveyance of title to a particular LOT pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such LOT held by an INSTITUTIONAL LENDER or the DEVELOPER shall extinguish the lien of such ASSESSMENTS (but not the personal liability of the OWNER of such LOT) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer, or conveyance. However, no such foreclosure sale, transfer, or conveyance shall relieve such LOT or the OWNER of that LOT from the personal obligation or liability for the payment of any ASSESSMENTS accruing or becoming due and payable subsequent to such sale, transfer, or conveyance from the lien thereof.

9.17 CERTIFICATE OF ASSESSMENTS DUE. The ASSOCIATION shall, upon the request of an OWNER or any other interested party, furnish a certificate executed by its President, Secretary, Treasurer or any other officer duly authorized, setting forth whether ASSESSMENTS payable with respect to a particular LOT have been paid, the amount of the delinquency, if any, and the amounts of any outstanding and unpaid interest, late charges, penalties, and costs of collection, including attorney's fees and court costs, if any, associated with any such delinquent ASSESSMENTS.



A properly executed certificate of the ASSOCIATION as to the status of ASSESSMENTS, as aforesaid, shall be binding upon the ASSOCIATION as conclusive evidence of the status of the payment of any ASSESSMENT therein stated to have been paid or to be delinquent as of the date of the issuance of such certificate. The ASSOCIATION shall be entitled to charge and collect a reasonable fee not to exceed ten percent (10%) of the regular ASSESSMENT for and as a condition precedent to this issuance of any such certificate.

9.18 NO DEFENSES OR OFFSETS. All ASSESSMENTS shall be payable in the amounts and at the times determined by the BOARD and no defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever, including, without limitation, any claim by an OWNER that:

a. the ASSOCIATION is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this DECLARATION or its BY-LAWS;

b. an OWNER and his or her family or guests has made or elected to make no use of the COMMON PROPERTY;

c. the OWNER and his or her family or guests have otherwise waived or elected to waive their membership in the ASSOCIATION; or

d. the ASSOCIATION has suspended the right, privilege, and easement of such OWNER and his or her family to use the COMMON PROPERTY as provided in Article IX of this DECLARATION.

ARTICLE X

NON-PAYMENT OF ASSESSMENTS

10.1 DELINQUENCY. Any ASSESSMENT established, made, levied, or imposed by the ASSOCIATION pursuant to and in accordance with this DECLARATION which is not paid on its due date shall be delinquent. If the delinquent ASSESSMENT is not received within fifteen (15) days of the due date, the ASSOCIATION, in its discretion, shall be entitled to immediately impose a $10.00 late charge associated with the administration of such delinquent ASSESSMENT. Any OWNER who is more than thirty (30) days delinquent on two (2) or more installments or payments of any ASSESSMENTS shall be disqualified and unable to serve as a director on the BOARD or a member of any committee appointed by the BOARD so long as such delinquencies continue in whole or in part.

Additionally, any such unpaid ASSESSMENT shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida or such lesser rate as shall be determined by the BOARD its discretion.

CFN 97196353
OR Book/Page: 3725 / 4482

10.2 NOTICE OF LIEN. The ASSOCIATION shall be entitled to cause a Claim of Lien for delinquent ASSESSMENTS to be filed among the Public Records of the COUNTY. Any such Claim of Lien shall among other things state and identify the legal description of the LOT against or with respect to which the lien is claimed, the name of the record OWNER of such LOT as best known to the ASSOCIATION as determined from its records, the amount of the lien claimed, including interest, late charges, and costs and expenses associated with collection, including attorney's fees, if any, accrued to the date of the execution of such Claim of Lien. Such Claim of Lien shall be executed by the President, Secretary, Treasurer, or other officer of the ASSOCIATION thereunto duly authorized by the ASSOCIATION or by the attorney for the ASSOCIATION. Within seven (7) days of the recording of the same, a copy of such Claim of Lien shall be sent to the OWNER of the LOT against or with respect to which such lien is claimed by United States certified or registered mail with return receipt requested and with postage prepaid.

10.3 FORECLOSURE OF ASSESSMENT LIEN. The ASSOCIATION shall, at any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Brevard County, Florida against or with respect to a particular LOT, be entitled to bring an action in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida to foreclose the lien of the ASSOCIATION for delinquent ASSESSMENTS evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed.

Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time.

The ASSOCIATION shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by its using its judgment for the delinquent ASSESSMENT, ASSOCIATION funds, or funds otherwise borrowed by the ASSOCIATION for that purpose, and if the successfully bidder at such foreclosure sale to acquire, own, hold, lease, sell, mortgage, and convey any LOT upon or with respect to which it has foreclosed its lien for delinquent ASSESSMENTS.

10.4 COLLECTION FROM OWNER. The ASSOCIATION shall also be entitled to bring an action at law for the recovery and collection of such delinquent ASSESSMENT in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida against the OWNER of the LOT personally obligated for the payment of such delinquent ASSESSMENT. Each OWNER of a LOT, by the acceptance of a deed or other conveyance of the LOT owned by him or her shall be deemed to have agreed and consented to the jurisdiction of said Court over the PERSON of such OWNER for purposes of any action at

CFN 97196353
OR Book/Page: 3725 / 4483

law for the recovery and collection of any delinquent ASSESSMENT for the payment of which he or she is personally obligated.

10.5 JUDGMENT AMOUNT. Whether in an action at equity to foreclose the lien of the ASSOCIATION for delinquent ASSESSMENTS or in an action at law for the recovery and collection of any such delinquent ASSESSMENT from the OWNER of the LOT personally obligated for the payment of the same, the ASSOCIATION shall be entitled to recover in such proceedings the amount of such delinquent ASSESSMENT, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees, associated with the enforcement, recovery, and collection thereof as may be awarded by the Court.

10.6 ACCELERATION OF ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than sixty (60) days after written notice from the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER may require such OWNER to pay to the ASSOCIATION the ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and for all other ASSESSMENTS payable to the ASSOCIATION.

10.7 RENTAL AND RECEIVER. If an OWNER remains in possession of his or her UNIT and the Claim of Lien of the ASSOCIATION against his or her UNIT is foreclosed, the court in its discretion may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

10.8 SUBORDINATION OF LIEN. Where any PERSON obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such person and its successors and assigns shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a Claim of Lien recorded prior to the recordation of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectable from all of the OWNERS, including such acquired and his or her successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expense as may be assessed to the OWNER's LOT. Any PERSON who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, PERSONS acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the

CFN 97196353
OR Book/Page: 3725 / 4484

ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

10.9 ASSIGNMENT OF CLAIM AND LIEN RIGHTS. The ASSOCIATION acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owned to the ASSOCIATION, to any third party.

10.10 APPLICATION OF PAYMENTS. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next toward interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next toward any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

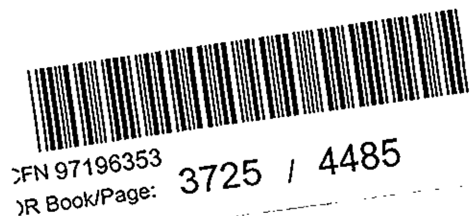
10.11 REMEDIES CUMULATIVE. The remedies herein provided for the collection and enforcement of ASSESSMENTS and the foreclosure of the lien therefor shall be cumulative and not alternative, it being expressly provided that any suits brought for the collection of ASSESSMENTS against the OWNER personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the LOT involved may be brought simultaneously as separate counts in the same action.

10.12 SATISFACTION OF LIEN. Upon payment or other satisfaction of:

a. All delinquent ASSESSMENTS specified in the Claim of Lien.

b. interest, late charges, costs and expenses of collection, including attorneys' fees, as aforesaid, which have accrued to the date of such payment or satisfaction, and

c. all other ASSESSMENTS which have become due and payable with respect to the LOT with respect to which a Claim of Lien has been recorded, the President, Secretary, Treasurer, or other officer of the ASSOCIATION thereunto duly authorized or the attorney for the ASSOCIATION, shall cause an appropriate release of such Claim of Lien to be filed and recorded among the Public Records of Brevard County, Florida upon the payment by the OWNER of the LOT with respect to which such Claim of Lien was recorded of a reasonable fee to be determined by the ASSOCIATION to cover the costs associated with the administration of the satisfaction of such lien including, without limitation, the cost of preparing and recording such release.



ARTICLE XI

EASEMENTS AND TRACTS

11.1 EASEMENTS GENERALLY. The DEVELOPER, on behalf of itself and for the benefit where so stated of the COUNTY, the ASSOCIATION, all OWNERS, and other specified parties, and also for the benefit of all real property from time to time included within the SUBJECT PROPERTY, hereby creates, declares, and reserves the following easements upon those affected portions of the SUBJECT PROPERTY hereinafter specified to wit.

11.2 PUBLIC UTILITY EASEMENTS. There are hereby created, declared, granted, and reserved for the benefit of the DEVELOPER, the COUNTY, the ASSOCIATION, all OWNERS and any public or private providers of utility services to the SUBJECT PROPERTY and their respective successors and assigns a non-exclusive easement for utility purposes over, under, within, and upon the rights-of-way, sidewalk, public utility, and upon all other utility easements and easement areas shown on the PLAT or otherwise reserved, declared, or created pursuant to this DECLARATION for the purpose of constructing, installing, inspecting, maintaining, repairing, and replacing from time to time any and all utility lines, systems, and facilities form time to time located therein or thereon. The utilities contemplated to be served by such utility easements shall include, without limitation those providing electric power, sanitary sewer services, natural gas, telephone, water, cable television, and electronic security services.

11.3 DRAINAGE AND RETENTION EASEMENTS. There is hereby created, declared, and reserved for the benefit of the DEVELOPER, the ASSOCIATION, and all OWNERS a non-exclusive easement for storm water collection, retention, detention, and drainage over, upon, and within the rights-of-way of all streets and roads and all other DRAINAGE AND RETENTION EASEMENTS and public utility and drainage easements as shown on the PLAT or otherwise reserved, declared, or created pursuant to this DECLARATION together with an easement and license to enter upon such easements and easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing, and replacing all storm water drainage systems, IMPROVEMENTS, and facilities from time to time located therein or thereon.

Additionally, the DEVELOPER for the benefit of itself, the ASSOCIATION, and all OWNERS hereby reserves easements over any and all other portions of the SUBJECT PROPERTY as may be reasonably required from time to time in order to provide storm water drainage easements shall not unreasonably interfere with the use and enjoyment by the OWNERS of the particular LOTS affected thereby or any IMPROVEMENTS from time to time placed, located, constructed, erected or installed thereon.

11.4 EMERGENCY ACCESS AND DRAINAGE EASEMENT. There is hereby created, declared, granted, and reserved for the benefit of the COUNTY, a non-exclusive easement

CFN 97196353
OR Book/Page: 3725 / 4486

over and upon the streets and roads, and all drainage easements for the purpose of undertaking emergency maintenance and repairs in the event that inadequate maintenance or repair shall create a hazard to the public health, safety, or general welfare.

11.5 CONSTRUCTION AND SALES EASEMENTS. There is hereby created, declared, granted, and reserved for the benefit of the DEVELOPER, together with the right to grant, assign, and transfer the same to the DEVELOPER's sales agents and sales representatives, Real Estate Broker, or any Real Estate Sales Agents engaged by the DEVELOPER, as well as to builders or building contractors approved by DEVELOPER for the construction of residences within THE SPRINGS as provided in Section 7.5 of this DECLARATION, an easement for construction activities upon the SUBJECT PROPERTY and an easement for sales activities and signs on the SUBJECT PROPERTY and for the maintenance on the SUBJECT PROPERTY from time to time of a Sales and Administrative Center in which and from which the DEVELOPER and its authorized sales agents and sales representatives and approved builders and building contractors may engage in sales and administrative activities of a commercial nature on a temporary basis during the period of the development of and construction within THE SPRINGS.

Provided, however, that such sales and administrative activity shall be conducted from and within a building constructed as a single family residential dwelling which is temporarily used for such sales and administrative activities and which is thereafter to be sold, used and occupied as a single family residential dwelling. The location of such Sales and Administrative Center within THE SPRINGS may be changed from time to time by the DEVELOPER, in it sole and absolute discretion.

11.6 COMMON PROPERTY EASEMENT. There is hereby created, declared, granted, and reserved for the benefit of the DEVELOPER, the ASSOCIATION, and each OWNER a non-exclusive easement upon and the right and privilege of using any or all of the COMMON PROPERTY, including, without limitation, the streets and roads for ingress, and egress, and for the reasonable recreation, use, enjoyment, and welfare of the OWNERS and their visitors.

The easement and right to use and enjoy the COMMON PROPERTY, however, shall be subject to regulation by the ASSOCIATION, including the right of the ASSOCIATION to suspend such use and enjoyment as more particularly provided in Section 8.7 of this DECLARATION.

11.7 ASSOCIATION EASEMENT. There is hereby created, declared, and granted to the ASSOCIATION, such easements over and upon all or any portion of the SUBJECT PROPERTY, as may be reasonably necessary to permit the ASSOCIATION to carry out and discharge its duties, obligations, and responsibilities under the pursuant to this DECLARATION and the ARTICLES, BY-LAWS, and RULES AND REGULATIONS of the ASSOCIATION.

CFN 97196353
OR Book/Page: 3725 / 4487

Such ASSOCIATION Easement shall be in addition to the Drainage Easements hereinafter granted to the ASSOCIATION pursuant to other sections of this DECLARATION for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the SURFACE WATER MANAGEMENT SYSTEM for THE SPRINGS.

11.8 FUTURE EASEMENTS. There is hereby reserved to the DEVELOPER and its successors and assigns, together with the right to grant and transfer the same, the right, power, and privilege to, at any time hereafter, grant to itself, the ASSOCIATION, the COUNTY, or any other parties such other further and additional easements as may be reasonably necessary or desirable in the sole opinion and within the sole discretion of the DEVELOPER for the future orderly development of THE SPRINGS in accordance with the objects and purposes set forth in this DECLARATION.

It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any LOT pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular LOT as a single family residential home site.

The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of THE SPRINGS in accordance with the objects and purposes specified in this DECLARATION. Such further or additional easements may be hereafter created, granted or reserved by the DEVELOPER without the necessity for the consent or joinder of the OWNER of the particular portion of the SUBJECT PROPERTY over which any such further or additional easement is granted or required.

ARTICLE XII

ARCHITECTURAL AND LANDSCAPE CONTROL

12.1 RESERVATION OF ARCHITECTURAL AND LANDSCAPE CONTROL. In order to ensure that the development of THE SPRINGS will proceed pursuant to a uniform plan of development and construction of the highest quality, and in accordance with consistently high architectural, ecological, environmental, and aesthetic standards which are designed and calculated to bring about the achievement and creation of and to thereafter maintain, preserve, and protect with THE SPRINGS as a unique, pleasant, attractive, and harmonious physical environment, the DEVELOPER shall have and hereby reserves exclusively unto itself, for the duration hereinafter specified, the right, privilege, power, and authority to review, prevent, approve, modify, and otherwise control the design, placement, construction, erection, materials, and installation of any and all buildings, structures, and other IMPROVEMENTS of any kind, nature, or description, including landscaping, upon any LOT

CFN 97196353
OR Book/Page: 3725 / 4488

and all COMMON PROPERTY. Such right and control of the DEVELOPER shall be exercised in the manner hereinafter provided in this Article XII.

12.2 ARCHITECTURAL REVIEW COMMITTEE. The architectural and landscape review and control functions expressly reserved by and unto to the DEVELOPER pursuant to Section 12.1 of this DECLARATION, as aforesaid, shall be and are hereby delegated by DEVELOPER to and shall be administered and performed on behalf of DEVELOPER by an ARCHITECTURAL REVIEW COMMITTEE appointed from time to time as hereinafter provided in Section 12.3 of this DECLARATION. The DEVELOPER shall determine the number of members on the ARCHITECTURAL REVIEW COMMITTEE until such time as DEVELOPER no longer appoints no members of the BOARD, at which time the number of members shall be determined by the ASSOCIATION but at no time shall be composed of less than three (3) persons. The members of the ARCHITECTURAL REVIEW COMMITTEE need not be OWNERS or members of the ASSOCIATION. The action of a majority of such members as are present at a meeting of the ARCHITECTURAL REVIEW COMMITTEE shall determine the decisions of and actions taken by the ARCHITECTURAL REVIEW COMMITTEE at such meeting.

12.3 APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEE. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from this DECLARATION or the ARTICLES, BY-LAWS, or RULES AND REGULATIONS of the ASSOCIATION, the DEVELOPER hereby reserves unto itself and shall hereafter have and retain right to appoint and replace from time to time all members of the ARCHITECTURAL REVIEW COMMITTEE until:

a. the expiration of a period of ten (10) years from 12/15/95.
b. the sale by the DEVELOPER or its successors or assigns in the ordinary course of business, and not in bulk, of one-hundred percent (100%) of all contemplated LOTS within THE SPRINGS.

Following the occurrence of the first of the foregoing events to occur, or at some other earlier time as deemed by the DEVELOPER, the architectural and landscape review and control functions hereinabove reserved by and unto the DEVELOPER shall be delegated and assigned by the DEVELOPER to the ASSOCIATION and thereafter the ASSOCIATION acting by and through its BOARD, shall have the right to appoint and replace from time to time all members of the ARCHITECTURAL REVIEW COMMITTEE, provided, however, that the ASSOCIATION shall be required at all times to appoint at least one member of the ARCHITECTURAL REVIEW COMMITTEE designated by the DEVELOPER. The DEVELOPER may waive its right to appoint any of the members to the ARCHITECTURAL REVIEW COMMITTEE.

12.4 PURPOSE AND FUNCTION OF ARCHITECTURAL REVIEW COMMITTEE. The purpose and function of the ARCHITECTURAL REVIEW COMMITTEE shall be to:

CFN 97196353
OR Book/Page: 3725 / 4489

a. create, establish, develop, foster, maintain, preserve, and protect within THE SPRINGS a unique, pleasant, attractive, and harmonious physical environment grounded in and based upon a uniform plan of development and construction of the highest quality and with consistently high architectural, ecological, environmental, and aesthetic standards; and

b. review, prevent, approve, change, and otherwise control the design of any and all buildings, structures, and other IMPROVEMENTS of any kind, nature, or description, including landscaping, to be constructed upon any LOT or any portion of the COMMON PROPERTY within THE SPRINGS. Neither the ASSOCIATION, nor the ARCHITECTURAL REVIEW COMMITTEE, nor any of its members, shall have any liability or obligation to any PERSON or party whomsoever or whatsoever to check any detail of any plans and specifications or other materials submitted to and approved by it or to inspect any IMPROVEMENTS constructed upon the SUBJECT PROPERTY to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the ARCHITECTURAL STANDARDS MANUAL or this DECLARATION.

12.5 ALL IMPROVEMENTS SUBJECT TO APPROVAL. No buildings, structures, walls, fences, pools, patios, paving, driveways, decks, sidewalks, landscaping, planting, irrigation, landscape device or object, or other IMPROVEMENTS of any kind, nature, or description, whether purely decorative, functional, or otherwise, shall be commenced, constructed, erected, made, place, installed or maintained upon the SUBJECT PROPERTY, nor shall any change, maintenance, or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other IMPROVEMENTS of any kind, including, without limitation, the painting of the same (other than painting with the same color and type of paint which previously existed) shall be made or undertaken upon the SUBJECT PROPERTY except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the ARCHITECTURAL REVIEW COMMITTEE.

12.6 STANDARDS FOR REVIEW AND APPROVAL. Any such review by and approval or disapproval of the ARCHITECTURAL REVIEW COMMITTEE shall take into account the objects and purposes of this DECLARATION and the purposes and function of the ARCHITECTURAL REVIEW COMMITTEE. Such review by and approval of the ARCHITECTURAL REVIEW COMMITTEE shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture, and materials of the proposed building, structure or other IMPROVEMENT under review both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent, and nearby structures and other IMPROVEMENTS and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of THE SPRINGS community in general. The ARCHITECTURAL REVIEW COMMITTEE shall have the right to refuse to

CFN 97196353
OR Book/Page: 3725 / 4490

give its approval to the design, placement, construction, erection, or installation of any IMPROVEMENT on the SUBJECT PROPERTY which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable, or inappropriate for THE SPRINGS.

12.7 ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS MANUAL. The ARCHITECTURAL REVIEW COMMITTEE shall develop, adopt, promulgate, publish, and make available to all OWNERS and others who may be interested, either directly or through the ASSOCIATION, at a reasonable charge, and may from time to time change, modify, and amend a manual or manuals setting forth detailed architectural and landscape design standards, specifications, and criteria to be used by OWNERS and the ARCHITECTURAL REVIEW COMMITTEE as a guide or standard for determining compliance with this DECLARATION and the acceptability of those components of development, construction, and improvement of the SUBJECT PROPERTY requiring review and approval by the ARCHITECTURAL REVIEW COMMITTEE.

Any such ARCHITECTURAL STANDARDS MANUAL, together with any changes, modifications, or amendments, must be approved by the DEVELOPER in writing prior to its adoption and promulgation. Any such ARCHITECTURAL STANDARDS MANUAL may include a detailed interpretation or explanation of acceptable standards, specifications, and criteria for a number of typical design elements, including without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the ARCHITECTURAL REVIEW COMMITTEE shall, in its sole discretion, determine.

Such ARCHITECTURAL STANDARDS MANUAL shall be used by the ARCHITECTURAL REVIEW COMMITTEE and other affected persons only as a guide and shall not be binding upon the ARCHITECTURAL REVIEW COMMITTEE in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this DECLARATION.

12.8 PROCEDURE FOR ARCHITECTURAL REVIEW. The ARCHITECTURAL REVIEW COMMITTEE shall develop, adopt, promulgate, publish, and make available to all OWNERS and others who may be interested, either directly or through the ASSOCIATION, at a reasonable charge, and either included within or separate and apart from the ARCHITECTURAL STANDARDS MANUAL, reasonable and practical RULES AND REGULATIONS governing the submission of plans and specifications to the ARCHITECTURAL REVIEW COMMITTEE for its review and approval. Unless such RULES AND REGULATIONS are complied with in connection with the submission of plans and specifications requiring review and approval of the ARCHITECTURAL REVIEW COMMITTEE, plans and specifications shall not be deemed to have been submitted to the ARCHITECTURAL REVIEW COMMITTEE.

CFN 97196353
OR Book/Page: 3725 / 4491

Additionally, the ARCHITECTURAL REVIEW COMMITTEE shall be entitled, in its discretion, to establish, determine, charge, and assess a reasonable fee in connection with and for its review, consideration, and approval of plans and specifications pursuant to this Article XII, taking into consideration actual costs and expenses incurred during the review process.

12.9 TIME LIMITATION ON REVIEW. The ARCHITECTURAL REVIEW COMMITTEE shall either approve or disapprove a complete application within thirty (30) days after the same has been duly and completely submitted and received in accordance with any RULES AND REGULATIONS regarding such submission as shall have been adopted by the ARCHITECTURAL REVIEW COMMITTEE. The failure of the ARCHITECTURAL REVIEW COMMITTEE to either approve or disapprove the same within such 30-day period shall be deemed to be and constitute an approval of such plans, specifications, and other materials; subject, however, at all times to the covenants, conditions restrictions, and other requirements contained in this DECLARATION and also subject to the provisions of the ARCHITECTURAL STANDARDS MANUAL.

12.10 DURATION OF APPROVAL. Any approval of plans, specifications, and other materials, whether by the ARCHITECTURAL REVIEW COMMITTEE, or by the ASSOCIATION or the BOARD of the ASSOCIATION following appeal, shall be effective for a period of one year from the effective date of such approval. If construction or installation of the building structure, or other IMPROVEMENT for which plans, specifications, and other materials have been approved, has not commenced within said one year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications, and other materials previously approved. The prior approval shall not be binding upon the ARCHITECTURAL REVIEW or resubmission in any respect.

12.11 INTERIOR ALTERATIONS IS EXEMPT. Nothing contained in this Article XII shall be construed so as to require the submission to or approval of the ARCHITECTURAL REVIEW COMMITTEE of any plans, specifications, or other materials for the reconstruction or alteration of the interior of any building, structure, or other IMPROVEMENT constructed on RESIDENTIAL PROPERTY or COMMON PROPERTY after having been previously approved by the ARCHITECTURAL REVIEW COMMITTEE, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure, or other IMPROVEMENT, or unless specifically stated in the DECLARATION or unless it shall have the effect of materially reducing the retail value of the home and LOT.

12.12 ASSOCIATION EXEMPT. The ASSOCIATION and all the COMMON AREAS shall be exempt from the compliance with the provisions of this Article XII.

12.13 EXCULPATION FOR APPROVAL OR DISAPPROVAL OF PLANS. The ASSOCIATION, any and all members of the ARCHITECTURAL REVIEW COMMITTEE,

CFN 97196353
OR Book/Page: 3725 / 4492

and any and all officers, directors, employees, agents, and members of the ASSOCIATION, shall not either jointly or severally be liable or accountable in damages or otherwise to any OWNER or other PERSON or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications, or other materials required to be submitted for review and approval pursuant to the provisions of this Article XII, or for any mistake in judgement, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval.

Each PERSON who shall submit plans, specifications, or other materials to the ARCHITECTURAL REVIEW COMMITTEE for consent or approval pursuant to the provisions of this Article XII, by the submission thereof, and each OWNER by acquiring title to any LOT or any interest therein, shall be deemed to have agreed that he, she, or it shall not be entitled to and shall not bring any action, proceeding, or suit against the ASSOCIATION, the ARCHITECTURAL REVIEW COMMITTEE, the ASSOCIATION, nor any individual member, officer, director, employee, or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval, or disapproval.

Additionally, plans, specifications and other materials submitted to and approved by the ARCHITECTURAL REVIEW COMMITTEE, or by DEVELOPER or BOARD of the ASSOCIATION on appeal, shall be reviewed and approved only as to their compliance with the provisions of this DECLARATION and their acceptability of design, style, materials, appearance, and location in light of the standards for review and approval specified in this DECLARATION and the ARCHITECTURAL STANDARDS MANUAL, and shall not be reviewed or approved for their compliance with any applicable GOVERNMENTAL REGULATIONS, including, without limitation, any applicable building or zoning laws, ordinances, rules, or regulations. By the approval of any such plans, specifications, or materials, neither the DEVELOPER, the ARCHITECTURAL REVIEW COMMITTEE, the ASSOCIATION, nor any individual member, officer, director, employee or agent of any of them, shall have assumed or incurred any liability or responsibility whatsoever for any violation of GOVERNMENTAL REGULATIONS or defect in the design or construction of any building, structure, or other IMPROVEMENT, constructed, erected, placed, or installed pursuant to or in accordance with any such plans, specifications, or other materials approved pursuant to this Article XII. Copies of any and all plans, specifications, and other materials submitted to the ARC or the ASSOCIATION shall be the property of the ARC or ASSOCIATION and shall not be returned to the submitting party or any other person.

ARTICLE XIII

AMENDMENT

13.1 AMENDMENT BY DEVELOPER. Until DEVELOPER owns no part of the SUBJECT PROPERTY, the covenants, restrictions, and easements set forth in this DECLARATION may be changed, amended, or modified from time to time, including the addition of

CFN 97196353
OR Book/Page: 3725 / 4493

additional property, by the DEVELOPER in its sole, but reasonable discretion, and without requiring the joinder or consent of any person or party whomsoever, including the ASSOCIATION or any OWNER.

13.2 AMENDMENT BY ASSOCIATION. The terms and provisions of and the covenants, restrictions, and easements set forth in this DECLARATION may be changed, amended, or modified at any time and from time to time by the ASSOCIATION upon the affirmative written consent of the vote of not less than a majority of the total voting power of the Members of the ASSOCIATION at a duly called meeting of the Members; provided, however, that until DEVELOPER owns no part of the SUBJECT PROPERTY, no such change, amendment, or modification by the ASSOCIATION shall be effective without the DEVELOPER'S express written joinder and consent.

13.3 MANIFESTATION OF REQUISITE CONSENT. In the case of any change, amendment, or modification of this DECLARATION by the ASSOCIATION which requires the affirmative written consent or vote of members of the ASSOCIATION as hereinabove provided in Section 13.2, the acquisition of the requisite written consent or vote of members shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the ASSOCIATION affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the Public Records of the COUNTY. Such certificate shall be and constitute conclusive evidence of the satisfaction of the provisions of Section 13.2 of this DECLARATION with respect to the change, amendment, or modification of this DECLARATION effected by the amending instrument of which such certificate is made a part.

13.4 EFFECTIVENESS OF AMENDMENTS. All changes, amendments, or modifications of this DECLARATION shall be manifested in a written amending instrument duly executed by the DEVELOPER or the ASSOCIATION, or both, as may from time to time be required pursuant to the provisions of this Article XIII, and shall be duly recorded among the Public Records of the COUNTY. Such change, amendment, or modification of this DECLARATION shall be effective as of the date of such recordation or such later date as may be specific in the amending instrument itself.

ARTICLE XIV

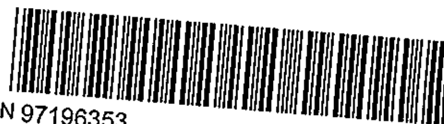
DURATION

The covenants, restrictions, and easements set forth in the DECLARATION shall continue and be binding upon the DEVELOPER and the ASSOCIATION and upon each OWNER from time to time of any portion of the SUBJECT PROPERTY and their respective successors and assigns and all other PERSONS, parties, or legal entitles having or claiming any right, title, or interest in the SUBJECT PROPERTY, by, through, or under any of them, for a period of sixty (60) years from the

CFN 97196353
OR Book/Page: 3725 / 4494

date this DECLARATION is recorded among the Public Records of the COUNTY, after which time this DECLARATION and the covenants, restrictions, and easements set forth herein, successive periods of ten (10) years unless an instrument of termination executed by the ASSOCIATION (or its successor in title) and upon the affirmative written consent or the vote of not less than ninety-five percent (95%) of the total voting power of the Members of the ASSOCIATION (certified as provided in Section 13.3 of this DECLARATION), with the consent and joinder of the COUNTY which shall be recorded among the Public Records of the COUNTY at least one year prior to the end of the initial term or any subsequent extension term of this DECLARATION.

Each of the easements herein declared to be created, granted, or reserved shall continue to be binding upon the ASSOCIATION and upon each OWNER from time to time of any portion of the SUBJECT PROPERTY and their respective successors and assigns and all PERSONS, parties and legal entitles claiming by, through, or under any of them in perpetuity, unless any such easement shall have been changed, amended, modified, released, or terminated by the execution and recordation among the Public Records of the COUNTY of a written instrument or court order, as the case may be, which, in either case, is otherwise legally sufficient in all respects to effect any such change, amendment, modification, release, or termination of any such easement.



CFN 97196353
OR Book/Page: 3725 / 4495

ARTICLE XV

ENFORCEMENT

15.1 PARTIES ENTITLED TO ENFORCE. Subject to the provisions of Section 15.2 of this DECLARATION, the terms, provisions, covenants, restrictions, and easements set forth in this DECLARATION, as changed, amended, or modified from time to time, shall be enforceable by the DEVELOPER, the ASSOCIATION, and any OWNER. Additionally, to the extent that particular rights or interests are expressly conferred upon or granted to the COUNTY pursuant to this DECLARATION, the particular terms and provisions of this DECLARATION conferring or granting such rights or interests to the COUNTY shall also be enforceable by the COUNTY.

Those so entitled to enforce the provisions of this DECLARATION shall have the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, restrictions, and easements or against the party or parties defaulting or attempting to default in his, her, its, or their obligations hereunder in order to:

a. enjoin any such violation or attempted violation or any such default or attempted default,

b. cause any such violation or attempted violation or default to be cured, remedied, or corrected,

c. recover damages resulting from or occasioned by or on account of any such violation or attempted violation or default or attempted default, and

d. recover reasonable costs and expenses, including attorneys' fees, incurred in connection with the enforcement of this DECLARATION.

15.2 LIMITATIONS ON ENFORCEMENT RIGHTS. Notwithstanding the foregoing provisions of Section 15.1 of this DECLARATION the right to enforce the provisions of this DECLARATION shall be subject to and limited by the following provisions, to wit:

a. The ASSOCIATION shall have the exclusive right to collect ASSESSMENTS and enforce ASSESSMENT liens.

b. The ASSOCIATION shall have the exclusive right to assess and collect fines.

c. Only the DEVELOPER and the ASSOCIATION shall have the right to enforce the provisions of Article XII of this DECLARATION with respect to Architectural and Landscape Control. It is expressly provided, however, that if both the DEVELOPER and the ASSOCIATION fail, refuse, or are unable to commence enforcement of such

CFN 97196353
OR Book/Page: 3725 / 4496

provisions within thirty (30) days following written demands to do so from any OWNER, any OWNER who makes such demand and who otherwise has standing to do so, shall have the right to enforce the provisions of said Article XII; provided, however, that such right of enforcement shall not include the right to seek judicial review of discretionary decisions made either by the DEVELOPER, the ASSOCIATION, or the ARCHITECTURAL REVIEW COMMITTEE where the discretion to make such decisions is expressly conferred pursuant to this DECLARATION.

d. To the extent that specific rights, interests, or reservations are conferred upon or granted or reserved to specific parties pursuant to this DECLARATION, only those parties upon or to whom or which such rights, interests, or reservations are conferred, granted, or reserved shall have the right to enforce the provisions of this DECLARATION relating to such rights, interests, or reservations.

15.3 RIGHT OF ASSOCIATION TO EVICT TENANTS, OCCUPANTS, GUESTS, AND INVITEES. With respect to any tenant or any PERSON present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his or her immediate family permanently residing with him or her in the UNIT, if such PERSON shall violate any material provision of this DECLARATION, the ARTICLES, or the BY-LAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents to the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to immediately leave the SUBJECT PROPERTY and, if such PERSON does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the PERSON to leave the SUBJECT PROPERTY, and, where necessary, to enjoin such PERSON from returning.

The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

15.4 ATTORNEYS' FEES. In the event that legal or equitable proceedings are instituted or brought to enforce any of the provisions set forth in this DECLARATION, as changed, amended, and modified from time to time, or to enjoin any violation or attempted violation or default or attempted default of the same, the prevailing party in such proceeding shall be entitled to recover from the losing party such reasonable attorneys' fees and court costs as may be awarded by the Court rendering judgment in such proceedings.

15.5 NO WAIVER. Failure by the DEVELOPER, the ASSOCIATION and OWNER, or the COUNTY (only to the extent any right of enforcement is otherwise granted to or conferred upon the COUNTY pursuant to this DECLARATION), to enforce any covenant, restriction,

CFN 97196353
OR Book/Page: 3725 / 4497

or easement herein contained in any particular instance or on any particular occasion shall not be deemed a waiver of the right to do so upon any subsequent violation or attempted violation or default or attempted default of the same or any other covenant, restriction, or easement contained herein.

15.6 NUISANCE. The result of every act or omission, where any term or provision of, or covenant, restriction, or easement set forth in this DECLARATION is violated, breached, or in default in whole or in part, is hereby declared to be and shall constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the DEVELOPER, the ASSOCIATION, or any OWNER.

15.7 CUMULATIVE RIGHTS AND REMEDIES. In connection with the enforcement of this DECLARATION, all rights and remedies of the DEVELOPER, the ASSOCIATION, the OWNERS, and the COUNTY, to the extent provided herein, shall be cumulative, and no single right or remedy shall be exclusive of any other, and the DEVELOPER, the ASSOCIATION, the OWNERS, and the COUNTY, to the extent specifically provided in this DECLARATION, shall have the right to pursue any one or all of such rights or remedies or any other remedy or relief which may be provided by law, whether or not expressly stated in this DECLARATION or otherwise.

15.8 EXCULPATION. The DEVELOPER, the ASSOCIATION, the ARCHITECTURAL REVIEW COMMITTEE, and the individual members, officers, directors, employees, or agents of any of them, shall not jointly or severally, be liable or accountable in damages or otherwise to any OWNER or other party affected by this DECLARATION, or to anyone submitting plans or other materials for any required consent or approval hereunder, by reason or on account of any decision, approval, or disapproval required to be made, given, or obtained pursuant to the provisions of this DECLARATION, or for any mistake in judgment, negligence, or nonfeasance related to or in connection with any such decisions, approval or disapproval.

Each PERSON who shall submit plans or other materials for consent or approval pursuant to this DECLARATION, by the submission thereof, and each OWNER of any LOT, by acquiring title thereto or an interest therein, shall be deemed to have agreed that he or it shall not be entitled to bring and shall not bring any action, proceeding, or suit against the DEVELOPER, the ASSOCIATION, the ARCHITECTURAL REVIEW COMMITTEE, or any individual member or members, officer or officers, director or directors, employee or employees, or agent or agents of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval, or disapproval.

CFN 97196353
OR Book/Page: 3725 / 4498

ARTICLE XVI

POWER AND AUTHORITY OF GOVERNMENTS

16.1 DEFINITIONS. For purposes of this Section, the definitions in Article 1 of this DECLARATION shall apply. In addition, the following terms shall have the following meanings:

"Benefit" and "benefitted" shall refer to the use of common facilities of the subdivision in any way and to services provided by such facilities to any LOT or OWNER. A LOT or OWNER shall be deemed to be benefitted by a common facility if such facility serves such LOT or OWNER in any way. A given street or drainage facility shall be deemed to benefit all LOTS and OWNERS given access by such street or drainage by such facility.

16.2 POWER OF GOVERNMENT TO PROVIDE MAINTENANCE. GOVERNMENT shall have the power and authority, but not the obligation, to provide maintenance and repairs to drainage facilities, and other facilities in the COMMON AREAS of the subdivision as necessary to provide for the health, safety, and welfare of the OWNERS of LOTS.

As a pre-requisite to the exercise of such power and authority, the governing body of GOVERNMENT shall adopt a resolution finding that the ASSOCIATION has failed to maintain or repair a common facility identified in the resolution to those standards or specifications set forth in the applicable ordinances or construction codes which are generally applicable to similar public facilities.

Nothing in this Subsection shall be deemed to require the GOVERNMENT to exercise the power provided herein if the local authority, in its discretion, and in accordance with all laws, elects not to provide the maintenance and repair work which is the subject of this Section.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1 CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every PERSON, corporation, partnership, limited partnership, trust, association, or other legal entity, who or which shall hereafter have claim, own, or acquire any right, title, interest, or estate in or to any portion of the SUBJECT PROPERTY, whether or not such interest is reflected upon the Public Records of Brevard County, Florida, shall be conclusively deemed to have consented and agreed to each and every covenant, restriction, and easement contained or by reference incorporated in this DECLARATION (including those matter set forth in the ARCHITECTURAL STANDARDS MANUAL as amended from time to time), and any published RULES AND REGULATIONS of the ASSOCIATION controlling the use of all residential LOTS and COMMON PROPERTY, whether or not any reference to this

CFN 97196353
OR Book/Page: 3725 / 4499

DECLARATION is contained in the document or instrument pursuant to which such PERSON, corporation, partnership, limited partnership, trust, association, or other legal entity shall have acquired such right, title, interest, or estate in the SUBJECT PROPERTY or any portion thereof.

17.2 PERSONAL COVENANTS. To the extent that the acceptance or conveyance of a LOT creates a personal covenant between the OWNER of such LOT and the DEVELOPER, the ASSOCIATION, or any other OWNER, such personal covenant shall terminate and be of no further force or effect from or after the date when a PERSON or entity ceases to be an OWNER, except to the extent that this DECLARATION may provide otherwise with respect to the personal obligation of such OWNER for the payment of Assessments for which provisions is expressly made in this DECLARATION.

17.3 GOVERNING LAW. This DECLARATION and the interpretation and enforcement of the same shall be governed by the construed in accordance with the laws of the State of Florida.

17.4 CONSTRUCTION. The provisions of this DECLARATION shall be liberally construed so as to effectuate and carry out the objects and purposes specified in Article II hereof.

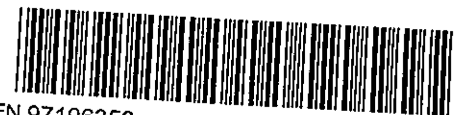
17.5 ARTICLE AND SECTION HEADINGS. Article and Section headings contained in this DECLARATION are for convenience and reference only and in no way define, describe, extend, or limit the intent, scope, or content of the particular Articles or Sections in which they are contained or to which they refer and, accordingly, the same shall not be considered or referred to in resolving questions of interpretation or construction.

17.6 SINGULAR INCLUDES PLURAL, ETC. Whenever the context of this DECLARATION requires the same, the singular shall include the plural and the plural the singular and the masculine shall include the feminine and the neuter.

17.7 TIME OF ESSENCE. Time is of the essence for this DECLARATION and in the performance of all covenants, restrictions, and easements set forth herein. Whenever a date or the expiration of any time period specified herein shall fall on a Saturday, Sunday, or legal holiday, the date shall be extended to the next succeeding business day which is not a Saturday, Sunday, or legal holiday.

17.8 NOTICE. Any notice required or permitted to be given pursuant to the provisions of this DECLARATION, the ARTICLES, or the BY LAWS shall be in writing and may be delivered as follows:

17.8.1 Notice to OWNER. Notice to an OWNER shall be deemed to have been properly delivered when delivered to the OWNER's LOT, whether said OWNER personally receives said notice or not (providing OWNER resides on said LOT), or placed in the first class United States mail, postage prepaid, to the most recent address furnished



CFN 97196353
OR Book/Page: 3725 / 4500

by such OWNER in writing to the ASSOCIATION for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such OWNER's LOT. Any notice so deposited in the mail within the COUNTY shall be deemed delivered two (2) business days after such deposit. In the case of co-owners, any such notice may be delivered or sent to any one of the co-owners on behalf of all co-owners and shall be deemed to be and constitute delivery on all such co-owners.

17.8.2 Notice to ASSOCIATION. Any notice required or permitted to be given to the ASSOCIATION shall be in writing and shall be deemed to have been properly delivered two (2) business days after the time when such notice is placed in the United States mail, postage prepaid, and with return receipt requested, within the COUNTY to the address furnished by the ASSOCIATION or to the address of the principal place of business of the ASSOCIATION.

17.8.3 Notice to the DEVELOPER. Any notice required or permitted to be given to the DEVELOPER shall be in writing and shall be deemed to have been properly delivered two (2) business days after the time when such notice is placed in the United States mail, postage prepaid, and with return receipt requested, within the COUNTY to the address furnished by the DEVELOPER to the ASSOCIATION or to the address of the principal place of business of the ASSOCIATION.

17.8.4 Affidavit. The affidavit of an officer or authorized agent of the ASSOCIATION declaring under penalty or perjury that a notice has been served to any member at the address shown on the records of the ASSOCIATION, or otherwise in accordance with the BY-LAWS, shall be deemed conclusive proof of the delivery of such notice, whether or not such notice is actually received.

17.9 DEVELOPMENT AND CONSTRUCTION BY DEVELOPER. Nothing set forth in this DECLARATION shall be deemed, either expressly or impliedly, to limit the right of the DEVELOPER to change, alter, or amend its development plan or plans for the SUBJECT PROPERTY, or to construct such IMPROVEMENTS as the DEVELOPER deems advisable prior to the completion of the development of all of the SUBJECT PROPERTY. DEVELOPER reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time; subject, however, to all applicable GOVERNMENTAL REGULATIONS, including, without limitation, those of the COUNTY.

17.10 ASSIGNMENT OF DEVELOPER'S RIGHTS AND INTERESTS. The rights and interests of the DEVELOPER under this DECLARATION may be transferred and assigned by the DEVELOPER to any successor or successors to all or part of the DEVELOPER's interest in the SUBJECT PROPERTY by an express transfer, conveyance, or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying, or assigning such rights and interests to such successor.

CFN 97196353
OR Book/Page: 3725 / 4501

17.11 CONFLICTS. In the event of any conflict between the ARTICLES and the BY-LAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BY-LAWS, in that order, shall control.

17.12 AUTHORITY OF ASSOCIATION AND DELEGATION. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other PERSON, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

17.13 EFFECT OF INVALIDATION. If in the course of an attempt to enforce this DECLARATION, any particular provision of this DECLARATION is held to be invalid by any count, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

17.14 NO WARRANTIES. This DECLARATION is made for the objects and purposes set forth in Article II of this DECLARATION and the DEVELOPER makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the covenants.

IN WITNESS WHEREOF, the ASSOCIATION has caused this DECLARATION to be made and executed as of the day and year first above written after the proper approval and consent of fee owners of at least two-thirds (2/3) of the LOTS.

Signed, sealed, and delivered in the presence of:

THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC.

By:____________________
Its President

____
Witness

____
Witness

STATE OF FLORIDA
COUNTY OF BREVARD

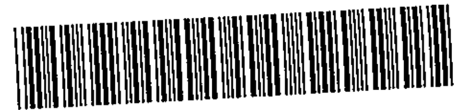
CFN 97196353
OR Book/Page: 3725 / 4502

The foregoing instrument was acknowledged before me this ____ day of ______________, 1996 by ________________________, President of THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced ____________________________ as identification.

____
Notary Public

SCHEDULE "A"

The land described in Plat Book 28, Pages 67 through 73 of the Brevard County Public Records.



CFN 97196353
OR Book/Page: 3725 / 4504