

247975

DECLARATION OF RESTRICTIONS
APPLICABLE TO KINGSWAY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ARTHUR K. WILSON is the owner of land included in Plat of Kingsway Subdivision, located in Indian River County, Florida, which said Plat was filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, on February 1980, which said Plat now appears on file and of record in Plat Book 10, Page 59, public records of Indian River County, Florida, said Plat is by reference thereto made a part hereof; and

WHEREAS, for the benefit and protection of the present owner and for the benefit and protection of those who in the future may own property in said Subdivision, the present owner desires that the use of all property in said Subdivision be restricted so as to promote development of said Subdivision as a high class residential neighborhood;

NOW, THEREFORE, in consideration of the premises, and in order to accomplish the objectives hereinabove set forth, the owner of said Subdivision does hereby declare that use of all property in said Subdivision is now, and hereafter shall be, only and in conformity with restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding upon the owner, and hereafter shall be binding alike upon all owners, their heirs, devisees, successors and assigns, and on all persons, firms and corporations, owning in the future any interest in any property in said Subdivision, and each of said restrictions is hereby declared to be and does constitute a covenant, running to and for the benefit of every purchaser of any property in said Subdivision, and said restrictions, as covenants, shall run with the land and shall inure to, extend to, and be binding upon the undersigned owner, all future owners, and

980599ME2853

on the heirs, devisees, successors and assigns of the undersigned owner and all future owners, of any interest in any property in said Subdivision, and which said restrictions are as hereinafter set forth:

I. DEFINITIONS

1. "Association" shall mean Kingsway Subdivision Home-Owners Association, Inc., a Florida non-profit corporation, or its successor, which acting by a vote of its members or through its Board of Directors constitutes the management body for the property contained within Kingsway Subdivision, said Association being instilled with the powers and duties set forth in this Declaration.

2. "Lot" shall mean each separately owned parcel of the real property included in Kingsway Subdivision, said Kingsway Subdivision being a subdivision of the West 20 acres of Tract 4, Section 33, Township 32 South, Range 39 East, as the same is designated on the last general plat of the lands of the Indian River Farms Company, filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, page 25; said land lying and being in Indian River County, Florida.

II. USE AND ENJOYMENT OF PROPERTY

1. Lots in said Subdivision shall not be used for any purpose except erection, maintenance and use of single family residences.

2. No residence shall be erected, placed or permitted to remain in said Subdivision unless the minimum square footage of live space of said residence is equivalent or in excess of 1,750 square feet, exclusive of one-story open porches, adjacent or attached carports or garages, and auxiliary buildings.

3. For use with such residence, garages, tool house, laundry house, utility building, etc., shall be permitted. Not more than two such auxiliary buildings shall be permitted upon any one lot in said Subdivision. Such auxiliary building or buildings shall be constructed simultaneously with or subsequent to (never before) erection of residence, and such auxiliary

buildings shall be constructed of same materials and shall be of same architectural design as residence. No auxiliary building shall be used for permanent or temporary residence purposes.

4. No building for any purpose shall be erected, placed or permitted to remain in said Subdivision, which shall be more than two stories high.

5. Only one dwelling house with auxiliary buildings shall be erected, placed or suffered to remain upon any one lot in said Subdivision, according to recorded Plat of said Subdivision.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No building of any kind, whether a residence, auxiliary building or other manner of building, for any permitted use, shall be erected less than 25 feet from any street or roadway boundary line, according to recorded Plat of said Subdivision, nor less than 10 feet from any side or back lot line.

8. No fence in excess of four feet shall be erected on that portion of any lot facing on a street or roadway, according to recorded plat of said Subdivision, lying between the affronting face of any residence and said street or roadway boundary line. If any lot faces upon more than one street or roadway, the concerned street or roadway boundary line, for the purposes of these restrictions, shall be that with the greatest footage fronting said lot. All fences erected are to be ornamental.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank tunnels, mineral excavations or shafts be permitted upon or in any lot.



No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No owner or occupant of any lot or lots shall utilize the premises of such lot or lots for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential lot or lots clean and to remove from the premises all such abandoned items as listed above, including but not limited to trash, garbage, etc. For the purposes of this section, an abandoned motor vehicle is one that is currently unlicensed and in a state of disrepair and incapable of being moved under its own power.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway, 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 25 feet 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 to a point of intersection. The same side line limitation shall apply on any lot within 10 feet from the intersection of a street property line and the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage

line is maintained at sufficient heights to prevent obstructions of such sight lines.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in easements or which may obstruct or retard the flow of water through the drainage channels in easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. The right-of-ways shown on Plat of said Subdivision are private roads to be constructed and maintained by the Association, the cost of which shall be apportioned among the various property owners as hereinafter set forth. By acceptance of title to a lot or lots said Subdivision, the owner thereof, shall be obligated to pay his proportionate share of the cost of constructing and maintaining said private roads and right-of-ways unto the Association under such provisions, terms and schedules as the Association, under its legal authority as hereinafter provided, may so establish and demand. The Association may dedicate the private roads and right-of-ways for general public use and petition the Board of County Commissioners of Indian River County, Florida, to maintain the same as public right-of-ways, provided however, any such dedication must first be approved by two-thirds (2/3rds) vote of the members of the Association. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting, and it shall set forth the purpose of the meeting.

16. When the construction of any building or improvement is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

17. Clothes lines or drying yards shall not be erected on any lot, except so as not to be visible from the street serving the premises.

18. No weeds, underbrush or unsightly growth shall be permitted to grow or remain upon any lot, and although a lot may remain vacant, the owner shall be responsible for keeping said lot clear of same.

19. No heavy equipment shall be kept, stored or parked upon any lot, excepting a lot upon which improvements are being constructed, in which case equipment used in connection with the construction of said improvements may be permitted to be kept or stored on the lot for a reasonable construction period.

20. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within a carport or enclosed garage. No trucks of any nature shall be parked overnight on any lot except in a carport or enclosed garage. No boats, whether on or off trailers, may be parked on any part of the property except in a carport or enclosed garage.

21. Swimming pools shall not be nearer than ten (10) feet to any side or rear lot lines and shall not project with the coping more than two (2) feet above the established grade.

III. ASSOCIATION

1. Powers. The Association shall:

a. Maintain and repair the private roads and right-of-ways as shown on Plat of Kingsway Subdivision.

b. Purchase casualty and liability insurance covering the private roads and right-of-ways and have the authority to purchase such other insurance as the Association may deem necessary or reasonable for the protection of said private roads and right-of-ways and the interests of its members.

c. Have the authority to retain or hire persons or firms to manage and/or maintain the private roads and right-of-ways or perform other Association duties.

d. Pay taxes and assessments levied against the

private roads and right-of-ways.

e. Have the authority to levy any and all general or special assessments against and upon all or any of the members of the Association, said levies to be secured by a lien as hereinafter provided, and said general and special assessments being levied for any lawful expense, cost, improvement, tax or any other manner of charge incurred or expended by the Association under its authority as herein set forth.

f. Have the authority to enforce and collect from its members, proportionate shares of any assessment levied by the Association under its lawful authority.

g. Have the authority to enforce upon each and all of its members those certain covenants and restrictions pertaining to the use and enjoyment of the property of the Subdivision, as more specifically set forth under Section II hereof.

h. Have the authority to perform all other acts which are permitted by the Articles of Incorporation and the By-Laws of the Association and as may otherwise be provided in this Declaration.

2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors as provided in the Articles of Incorporation of the Association.

3. Membership in Association. Each owner automatically shall become a member of the Association upon becoming an owner. The membership of each owner is appurtenant to the owner's ownership of a lot and automatically shall be transferred upon the transfer of the lot. Said membership otherwise shall be non-transferable whether by gift, bequest, devise, assignment or otherwise.

4. Voting Rights. For the purposes of voting, each member shall be entitled to one vote for each lot owned. In all voting, voting by proxy shall be permitted, and any action which requires a vote may be taken by unanimous written consent of all members without a meeting.

IV. ASSESSMENTS

1. Covenant to Pay. Each member of the Association shall pay to the Association a proportionate share of the total amounts necessary to cover the estimated cost of the Association in the performance of its duties required or permitted under this Declaration. Such expenses

shall include, without limitation, the cost of maintaining the private roads and right-of-ways, paying insurance premiums and taxes, utility services (if billed to the Association), the cost of labor and equipment and additional amounts necessary to cover the expenses of the Association.

2. Budget for Regular Assessments. The total amount necessary to cover the costs of the Association shall be estimated annually by the Board of Directors and the budget therefor shall be prepared not less than thirty (30) days prior to the end of each fiscal year of the Association and shall be delivered to each owner. A notice to each owner setting forth the amount of assessment due and payable with respect to each lot shall be delivered with a copy of the budget. Assessments shall be payable as determined by a majority vote of the Association.

3. Proportionate Share. The total amount of general assessment shall be apportioned either (i) equally among all owners, (ii) proportionately based upon the size of each lot, or (iii) proportionately based upon the general assessed value of each lot excluding the improvements thereon. The selection of one of the three preceding alternatives shall be made by a majority vote of the Association. The amount of general assessment for any fiscal period of the Association, payable with respect to each lot coming into existence during the fiscal year, shall be computed by multiplying the general assessment per lot for that fiscal period by a fraction, the numerator of which shall be the number of days remaining in that fiscal period after the unit comes into existence, and the denominator of which shall be the total number of days in that fiscal period.

4. Special Assessments. In addition to the general assessment hereinabove authorized, the Association may levy a special assessment for the purpose of defraying the cost of any new construction or repair or replacement of a capital improvement of the Association, provided, however, that any such assessment must first be approved by a two-thirds (2/3rds) vote of the members. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting, and it shall set forth the purpose of the meeting. The

date or dates on which that special assessment shall be due and payable shall be fixed by the Board of Directors of the Association.

5. Lien for Assessments. The Association shall have a lien against each lot to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the lot, plus legal interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of mortgages in the State of Florida.

V. GENERAL PROVISIONS

1. Term. Each provision of this Declaration shall continue and remain in full force and effect until December 31, 2001.

2. Amendments. Any provision contained in this Declaration may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the owners of not less than two-thirds (2/3rds) of the lots in existence as of the date of such instrument of amendment.

3. Effect of Provisions of Declaration. Each provision of this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title, or interest in any of the property is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Limited Liability. The officers, directors and members of the Association shall not be personally liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Association shall defend, indemnify and hold its officers, directors and members harmless from any such liability.

5. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not

affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

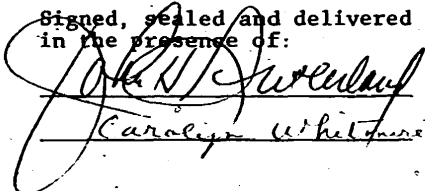
6. Captions. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this Declaration.

7. No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

8. Annexation. Upon approval in writing of at least two-thirds (2/3rds) of the members of the Association, the Association or a member of the Association may annex any additional real property thereto and make the same subject to the provisions of this Declaration through the recordation of a Supplemental Declaration of Covenants and Restrictions or similar instrument extending this Declaration. The recordation of said Supplemental Declaration shall constitute and affectuate the annexation of such real property, making the same subject to all provisions of this Declaration.

9. It shall be the duty of the Association to enforce all restrictions, conditions and limitations of this Declaration, including but not limited to those restrictions and conditions set forth in Section II hereof concerning use and enjoyment of property, however, with regard to said Section II, the enforcement by the Association shall not preclude the enforcement of those restrictions, conditions and limitations listed under Section II by one or more lot owners by proceeding in law or equity, against any person or persons violating or attempting to violate the same, and the plaintiffs may restrain violation of the same or recover damages or both.

Signed, sealed and delivered
in the presence of:


Carolyn White

 (SEAL)
ARTHUR K. WILSON, Owner of
Kingsway Subdivision.

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared
ARTHUR K. WILSON, Owner of Kingsway Subdivision, who acknowledged
before me that he is the person that executed the foregoing
instrument.

WITNESS my hand and seal this 25th day of March,
1980.



Caroleyn Whitman
Notary Public, State of Florida at
Large. My commission expires:

June 20, 1983

FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED
1980 MAR 26 PM 3:10
FRED A. WRIGHT
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.
BY [Signature] D.C.

37.50 Rec Fee

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA

CERTIFICATION

I, PATRICIA BAKER, Corporate Secretary of Kingsway Property Owners Association hereby depose, that at a duly constituted meeting of the Kingsway Property Owners Association held with legal quorum on June 10, 1990 the resolutions contained herein revising the Declaration of Restrictions were approved by twenty three property owners constituting a more than two-thirds majority of the total number of lots (31) in the subdivision.

WHEREAS, the property owners of Kingsway subdivision wish to Incorporate into a property owners association, henceforth known as Kingsway Property Owners Association, and

WHEREAS, certain revisions to the existing Declaration of Restrictions are deemed necessary and convenient:

THEREFOR, be it resolved that the entire Declaration of Restrictions be and it is hereby adopted as re-stated in the attached document which is hereby made a part of this resolution by Incorporation.

I further attest that these resolutions are complete and unaltered as approved at said meeting.

Signed this 5th Day of September, 1990

Patricia Baker _____

Patricia Baker, Secretary
Kingsway Property Owners Association

Notary Public
State of Florida at Large
Commission Expires July 17, 1992

Margaret Roberts

RETURN TO

L

*JIM LoPRESTI
5760 36TH LN
VERA BEACH, FL 32968*

66794410000

DECLARATION OF RESTRICTIONS
APPLICABLE TO KINGSWAY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ARTHUR K. WILSON, the owner of land included in Plat of Kingsway Subdivision, located in Indian River County, Florida, which said Plat was filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, on February 1980, which said Plat now appears on file and of record in Plat Book 10, Page 59, Public Records of Indian River County, Florida, said Plat is by reference thereto made a part hereof; and

WHEREAS, the Declaration of Restrictions Applicable to Kingsway Subdivision were duly recorded in O.R. Book 599, Page 2853 of the Public Records of Indian River County, Florida; and

WHEREAS, under ARTICLE V, Section 2 of the said Declaration of Restrictions Applicable to Kingsway Subdivision, the Declaration of Restrictions may be amended by a written instrument executed by the owners of two-thirds (2/3rds) of the lots in the subdivision; and

WHEREAS, more than two-thirds (2/3rds) of the owners of lots in the subdivision are owned by Maple Leaf Properties, Inc., a Florida corporation, the same having been purchased by Maple Leaf Properties, Inc. from Arthur K. Wilson by Deed dated July 28, 1982, and recorded in O.R. Book 0651, Page 1569 of the Public Records of Indian River County, Florida.

WHEREAS, for the benefit and protection of the present owner and for the benefit and protection of those who in the future may own property in said Subdivision, the present owner desires that the use of all property in said Subdivision be restricted so as to promote development of said Subdivision as a high class residential neighborhood;

NOW, THEREFORE, in consideration of the premises, and in order to accomplish the objectives hereinbefore set forth, the owner of said Subdivision does hereby declare that use of all property in said Subdivision is now, and hereafter shall be, only and in conformity with restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding upon the owner, and hereafter shall be binding alike upon all owners, their heirs, devisees, successors and assigns, and all persons, firms and corporations, owning in the future any interest in any property in said Subdivision, and each of said restrictions is hereby declared to be and does constitute a covenant, running to and for the benefit of every purchaser of any property in said Subdivision, and said restrictions, as covenants, shall run with the land and shall inure to, extend to, and be binding upon the undersigned owner, all future owners, and on the heirs, devisees, successors and assigns of the undersigned owner and all future owners, of any interest in any property in said Subdivision, and which said restrictions are as hereinafter set forth:

ORUB / 4 PG 2300

I. DEFINITIONS

1. "Association" shall mean Kingsway Property Owners Association, Inc., a Florida non-profit corporation or its successor, which acting by a vote of its members or through its Board of Directors constitutes the management body for the property contained within Kingsway Subdivision, said Association being instilled with the powers and duties set forth in this Declaration.

2. "Lot" shall mean each separately owned parcel of the real property included in Kingsway Subdivision being a subdivision of the West 20 acres of Tract 4, Section 33, Township 32 South, Range 39 East, as the same is designated on the last general plat of the lands of the Indian River Farms Company, filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, page 25; said land lying and being in Indian River County, Florida.

II. USE AND ENJOYMENT OF PROPERTY

1. Lots in said Subdivision shall not be used for any purpose except erection, maintenance and use of single family residences.

2. No residence shall be erected, placed or permitted to remain in said Subdivision unless the minimum square footage of live space of said residence is equivalent or in excess of 1,750 square feet, exclusive of one-story open porches, adjacent or attached two-car garages, minimum, and auxiliary buildings.

3. For use with such residence, two-car garages minimum, tool house, laundry house, utility building, etc., shall be permitted. Not more than two such auxiliary buildings shall be permitted upon any one lot in said Subdivision. Such auxiliary building or buildings shall be constructed simultaneously with or subsequent to (never before) erection of residence, and such auxiliary buildings shall be constructed of same materials and shall be of same architectural design as residence. No auxiliary building shall be used for permanent or temporary residence purposes.

4. No building for any purpose shall be erected, placed or permitted to remain in said Subdivision, which shall be more than two stories high.

5. Only one dwelling house with auxiliary buildings shall be erected, placed or suffered to remain upon any one lot in said Subdivision, according to recorded Plat of said Subdivision.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No building of any kind, whether a residence, auxiliary building or other manner of building, for any permitted use, shall be erected less than 25 feet from any street or roadway boundary line, according to recorded Plat of said subdivision, nor less than 10 feet from any side or back lot line.

8. No fence in excess of four feet shall be erected on that portion of any lot facing on a street or roadway, according to recorded plat of said Subdivision, lying between the affronting face of any residence and said street or roadway boundary line. If any lot faces upon more than one street or roadway, the concerned street or roadway boundary line, for the purposes of these restrictions, shall be that with the greatest footage fronting said lot. All fences erected are to be ornamental.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No owner or occupant of any lot or lots shall utilize the premises of such lot or lots for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential lot or lots clean and to remove from the premises all such abandoned items as listed above, including but not limited to trash, garbage, etc. For the purposes of this, an abandoned motor vehicle is one that is currently unlicensed and in a state of disrepair and incapable of being moved under its own power.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway, 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 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended to a point of intersection. The same side line limitation shall apply on any lot within 10 feet from the intersection of a street property line and edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstructions of such sight lines.

14. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in easements or which may obstruct or retard the flow of water through the drainage channels in easements. The easement area of each lot and all improvements for which a public authority or utility company is responsible.

70001410000

15. The right-of-ways shown on Plat of said Subdivision are private roads to be constructed and maintained by the Association, the cost of which shall be apportioned among the various property owners as hereinafter set forth. By acceptance of title to a lot or lots said Subdivision, the owner thereof, shall be obligated to pay his proportionate share of the cost of constructing and maintaining said private roads and right-of-ways unto the Association under such provision, terms and schedules as the Association, under its legal authority as hereinafter provided, may so establish and demand. The Association may dedicate the private roads and right-of-ways for public use and petition the Board of County Commissioners of Indian River County, Florida, to maintain the same as public right-of-ways, provided however, any such dedication must first be approved by two-thirds (2/3rds) vote of the members of the Association. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting, and it shall set forth the purpose of the meeting.

16. When the construction of any building or improvement is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

17. Clothes lines or drying yards shall not be erected on any lot, except so as not to be visible from the street serving the premises.

18. No weeds, underbrush or unsightly growth shall be permitted to grow or remain upon any lot, and although a lot may remain vacant, the owner shall be responsible for keeping said lot clear of same.

19. No heavy equipment shall be kept, stored or parked upon any lot, excepting a lot upon which improvements are being constructed, in which case equipment used in connection with the construction of said improvements may be permitted to be kept or stored on the lot for a reasonable construction period.

20. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed two-car garage minimum. No trucks of any nature shall be parked overnight on any lot except in an enclosed two-car garage minimum. No boats, whether on or off trailers, may be parked on any part of the property except in an enclosed two-car garage minimum.

21. Swimming pools shall not be nearer than ten (10) feet to any side or rear lot lines and shall not project with the coping more than two (2) feet above the established grade.

22. All utilities, including electrical, telephone and cable TV, shall be underground and no over head or exposed wiring or any type of utility shall be permitted in the subdivision.

23. Maple Leaf Properties, Inc. will supply each purchaser from them with a standard lamp post for each individual lot which is equipped with a solar light control. Each lot owner shall install the lamp post with a suitable underground cable and keep the post light operating and supplied with electric current. Future replacements for the lamp post shall be made by each individual lot owner who shall keep a solar light control operable on the street side of each lot.

24. No satellite dishes shall be erected on any lot except to as not to be visible from the street serving the premises.

25. Upon the sale of any unimproved lot by Maple Leaf Properties, Inc. or upon the re-sale of any property by the owner said seller agrees to inform the President of the Association in writing of the name and address of such buyer.

III. ASSOCIATION

1. Powers. The Association shall:

a. Maintain and repair the private roads and right-of-ways as shown on Plat of Kingsway Subdivision.

b. Purchase casualty and liability insurance covering the private roads and right-of-ways and have the authority to purchase such other insurance as the Association may deem necessary or reasonable for the protections of said private roads and right-of-ways and the interests of its members.

c. Have the authority to retain or hire persons or firms to manage and/or maintain the private roads and right-of-ways or perform other Association duties.

d. Pay taxes and assessments levied against the private roads and right-of-ways.

e. Have the authority to levy any and all general or special assessments against and upon all or any of the members of the Association, said levies to be secured by a lien as hereinafter provided, and said general and special assessments being levied for any lawful expense, cost, improvement, tax or any other manner of charge incurred or expended by the Association under its authority as herein set forth.

f. Have the authority to enforce and collect from its members, proportionate shares of any assessment levied by the Association under its lawful authority.

g. Have the authority to enforce upon each and all of its members those certain covenants and restrictions pertaining to the use and enjoyment of the property of the Subdivision, as more specifically set forth under Section II hereof.

h. Have the authority to perform all other acts which are permitted by the Articles of Incorporation and the By-Laws of the Association and as may otherwise be provided in this Declaration.

2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors as provided in the Articles of Incorporation of the Association.

3. Membership in Association. Each owner automatically shall become a member of the Association upon becoming an owner. The membership of each owner is appurtenant to the owner's ownership of a lot and automatically shall be transferred upon the transfer of the lot. Said membership otherwise shall be non-transferable whether by gift, bequest, devise, assignment or otherwise.

4. Voting Rights. For the purposes of voting, each member shall be entitled to one vote for each lot owned, in all voting, voting by proxy shall be permitted, and any action which requires a vote may be taken by unanimous written consent of all members without a meeting.

IV. ASSESSMENTS

1. Covenant to Pay. Each member of the Association shall pay to the Association a proportionate share of the total amounts necessary to cover the estimated cost of the Association in the performance of its duties required or permitted under this Declaration. Such expenses shall include, without limitation, the cost of maintaining the private roads and right-of-ways, paying insurance premiums and taxes, utility services (if billed to the Association), the cost of labor and equipment and additional amounts necessary to cover the expenses of the Association.

2. Budget for Regular Assessments. The total amount necessary to cover the costs of the Association shall be estimated annually by the Board of Directors and the budget therefor shall be prepared not less than thirty (30) days prior to the end of each fiscal year of the Association and shall be delivered to each owner. A notice to each owner setting forth the amount of assessment due and payable with respect to each lot shall be delivered with a copy of the budget. Assessments shall be payable as determined by a majority vote of the Association.

3. Proportionate Share. The total amount of general assessment shall be apportioned equally among all owners. The amount of general assessment for any fiscal period of the Association, payable with respect to each lot coming into existence during the fiscal year, shall be computed by multiplying the general assessment per lot for that fiscal period by a fraction, the numerator of which shall be the number of days remaining in that fiscal period after the unit comes into existence, and the denominator of which shall be the total number of days in that fiscal period.

4. Special Assessments. The total amount of special assessments shall be apportioned equally among all owners. In addition to the general assessment hereinabove authorized, the Association may levy a special assessment for the purpose of defraying the cost of any new construction or repair or replacement of a capital improvement of the Association, provided, however, that any such assessment must first be approved by a two-thirds (2/3rds) vote of the members. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting, and it shall set forth the purpose of the meeting. The date or dates on which that special assessment shall be due and payable shall be fixed by the Board of Directors of the Association.

5. Lien for Assessments. The Association shall have a lien against each lot to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the lot, plus legal interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of mortgages in the State of Florida.

V. GENERAL PROVISIONS

1. Term. Each provision of this Declaration shall continue and remain in full force and effect until December 31, 2011.

2. Amendments. Any provision contained in this Declaration may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the owners of not less than two-thirds (2/3rds) of the lots in existence as of the date of such instrument of amendment.

3. Effect of Provisions of Declaration. Each provision of this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title, or interest in any of the property is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Limited Liability. The officers, directors and members of the Association shall not be personally liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Association shall defend, indemnify and hold its officers, directors and members harmless from any such liability.


5. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

6. Captions. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this Declaration.

7. No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

8. It shall be the duty of the Association to enforce all restrictions, conditions and limitations of this Declaration, including but not limited to those restrictions and conditions set forth in Section II, the enforcement by the Association shall not preclude the enforcement of those restrictions, conditions and limitations listed under Section II by one or more lot owners by proceeding in law or equity against any person or persons violating or attempting to violate the same, and the plaintiffs may restrain violation of the same or recover damages or both.

BOARD OF DIRECTORS



Tom Baker
President




Elmer Dunkman
Vice President



Patricia Baker
Recording Secretary



Jim LoPresti
Corresponding Secretary



Beverly LoPresti
Treasurer

REC'D