

Prepared and Return To:

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**DECLARATION OF EASEMENTS AND COST SHARING AGREEMENT**

**THIS DECLARATION OF EASEMENTS AND COST SHARING AGREEMENT** (the “**Declaration**”) is made the last date signed below (“**Effective Date**”) by and between **Stonebriar at Bayside Lakes Homeowners Association, Inc.**, a Florida not-for-profit corporation, with a mailing address of 6972 Lake Gloria Blvd., Orlando, FL 32809 (hereinafter “**Stonebriar**”) and **Fairway Crossings at Bayside Lake Homeowners Association, Inc.**, a Florida not-for-profit corporation, with a mailing address of 928 E. New Haven Avenue, Melbourne, FL 32901 (hereafter “**Fairway Crossings**”) (Stonebriar and Fairway Crossings are sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”).

W I T N E S S E T H:

**WHEREAS**, Stonebriar is the owner of certain common areas including road rights-of-way, as defined and provided for within that certain Declaration of Covenants, Conditions and Restrictions Stonebriar at Bayside Lakes, recorded in Official Records Book 5669, Page 0272 for Brevard County, Florida and more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “**Stonebriar Property**”); and

**WHEREAS**, Fairway Crossings is the owner of contiguous real property (the “**Fairway Crossing Property**”); and

**WHEREAS**, Fairway Crossings desires to obtain a perpetual, non-exclusive Access Easement (as defined below) for ingress, egress and passage (both pedestrian and vehicular) in, upon, over, and across a portion of the Stonebriar Property; and

**WHEREAS**, Stonebriar is willing to grant Fairway Crossings such perpetual non-exclusive ingress/egress easement subject to the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Fairway Crossings to Stonebriar, the receipt of which is hereby acknowledged, Stonebriar hereby

declares that the Stonebriar Property shall be held, transferred, sold, conveyed and occupied subject to the Access Easement hereinafter set forth, to-wit:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Easement. Stonebriar hereby grants, conveys and declares unto Fairway Crossings, as the owner of the Fairway Crossings Property, and its successors, assigns, permittees, guests, invitees, employees, tenants, licensees, subsequent owners and successors in title of and to the Fairway Crossings Property, a perpetual, non-exclusive access easement for ingress, egress and passage (both pedestrian and vehicular) in, upon, over, and across that portion of the Stonebriar Property (the “**Access Easement**”) described in detail and depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Easement Area**”). The Access Easement is for the benefit of, and may be used by, the owners from time to time of the Fairway Crossings Property, or any part thereof, together with their successors, assigns, permittees, guests, invitees, employees, licensees, subsequent owners and successors in title, tenants and their tenants’ invitees and licensees (collectively, the “**Fairway Crossing Parties**”) as necessary to carry out the rights granted in this instrument, for the purposes described in Section 3 below.

3. Access Easement Purpose. The Access Easement may be used by the Fairway Crossings Parties for pedestrian and vehicular ingress and egress to and from the Fairway Crossings Property and Eldron Boulevard. No vehicles, materials or equipment shall be parked, placed or stored on, over or under the Easement Area by the Fairway Crossings Parties. Vehicular and pedestrian ingress and egress across the Easement Area may not be impeded by Fairway Crossings or the Fairway Crossings Parties. Vehicular and pedestrian ingress and egress across the Easement Area by the Fairway Crossings Parties may not be impeded by Stonebriar or its successors, assigns, permittees, invitees, licensees, agents, guests, employees, tenants and tenants’ invitees and licensees (the “**Stonebriar Parties**”) except to the extent reasonably required to maintain the improvements within the Easement Area. In no event shall Fairway Crossings be entitled to construct any improvements on or within the Easement Area.

4. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Stonebriar, Fairway Crossings, the Stonebriar Parties and the Fairway Crossings Parties.

5. Title. Stonebriar does hereby covenant that Stonebriar is lawfully seized and possessed of the Easement Area, and that it has good and lawful right to convey said Access Easement.

6. Cost Sharing for Easement Area Improvements. Stonebriar and Fairway Crossings hereby agree that the maintenance, repair and replacement costs of the improvements within the Easement Area (the “**Easement Area Improvement Costs**”),

shall be shared by the Parties with Stonebriar responsible for 50% of the Easement Area Improvement Costs and Fairway Crossings responsible for 50% of the Easement Area Improvement Costs. Easement Area Improvement Costs are defined on Exhibit "C" attached hereto and made a part hereof by this reference, as may be amended from time to time.

Fairway Crossings shall reimburse Stonebriar for its share of the Easement Area Improvement Costs annually, within thirty (30) days of Stonebriar's written request therefor, which written request shall include copies of all applicable invoices. Should Fairway Crossings fail to reimburse Stonebriar for its share of the Easement Area Improvement Costs within thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full.

Fairway Crossings and its successors and assigns shall also be obligated to reimburse Stonebriar and its successors and assigns for all costs and expenses reasonably incurred to repair and/or replace any portion of the Stonebriar Property, including but not limited to the Easement Area improvements, because of damage or destruction proximately caused thereto by any of the Fairway Crossings Parties pursuant to the rights granted under this section, normal wear and tear excepted. Such costs and expenses shall be reimbursed within thirty (30) days of Stonebriar's written request therefor, which written request shall include copies of all applicable invoices. Should such costs and expenses not be reimbursed within said thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full. Failure of Fairway Crossings to pay such amounts within thirty (30) days following such written request shall give rise in favor of Stonebriar to file a lien against the Fairway Crossings Property for failure to pay such amounts and to exercise any and all remedies available to it with respect to liens filed against real property under Florida law.

7. Enforcement. The beneficiaries hereof may enforce the breach of, or default under, any of the terms or provisions, covenants, conditions and restrictions contained herein by any procedure at law or in equity against any persons, entity or entities, violating or attempting to violate any covenant or restriction contained herein either to restrain such violation or to require certain performances or to recover damages or to enforce any lien created hereby.

8. Indemnity; Lien Free Condition; Insurance. Stonebriar agrees to and shall indemnify, defend and hold harmless Fairway Crossings from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorney's fees and expenses, that Fairway Crossings may sustain or incur or to which it may be subjected, arising from or relating to the actions, activities or omissions of Stonebriar, related to this Declaration or the exercise of its rights hereunder. Fairway Crossings agrees to and shall indemnify, defend and hold harmless Stonebriar from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorney's fees and expenses, that Stonebriar may sustain or incur or to which it may be subjected, arising

from or relating to the actions, activities or omissions of Fairway Crossings, related to this Declaration or the exercise of its rights hereunder.

All work required or permitted to be performed by any party under this Declaration shall be performed free and clear of all materialman's liens, mechanic's liens and other liens. In the event any such lien attaches, the party responsible for the performance of such work shall, within thirty (30) days after notice that said lien has been filed, pay the claim secured by such lien or remove such lien by bond. In the event such offending party fails to do so, then non-offending party may pay and satisfy such lien or remove such lien by bond, and the offending party shall reimburse the non-offending party for all costs and expenses incurred by the non-offending party in connection therewith, including attorneys' fees and interest at the post-judgment interest rate then prevailing in the courts of Brevard County, Florida.

Prior to use of any easement granted herein, the grantee of such easement shall maintain commercial general liability insurance in an aggregate sum of not less than One Million and NO/100 Dollars (\$1,000,000.00) combined single limit insuring against bodily injury or property damage occurring on or arising from the use by the grantee of the easement granted herein. Said insurance shall name the grantor of such easement (or its successors, as applicable) as an additional insured and shall not be cancelable by such grantee without thirty (30) days prior written notice to the grantor of such easement (or its successors, as applicable).

9. Amendment. The Stonebriar and Fairway Crossings shall have the right to amend or modify this Declaration by an instrument in writing recorded in the Public Records of Brevard County, Florida executed by both Stonebriar and Fairway Crossings.

10. No Waiver. No waiver of any breach or default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such breach or default.

11. Entire Agreement. This Declaration contains the entire and complete understanding and agreement of the parties hereto with respect to the matters set forth herein.

12. Headings and Captions. The titles and captions of paragraphs and sub-paragraphs in this Declaration are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Declaration, and therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Declaration or any of its terms, provisions, representations, warranties or conditions, in any manner or way whatsoever.

13. Severability. Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

14. Attorneys' Fees. In the event litigation arises concerning this Declaration or the enforcement hereof, the prevailing party shall be entitled to recover all its costs and expenses incurred, including, but not limited to, attorneys' fees, whether such fees are incurred in any pre-trial, trial or appellate proceeding.

15. Notices. All written notices provided for herein shall be personally delivered or mailed by registered or certified United States mail, postage pre-paid, return receipt requested or sent by facsimile or by overnight courier to the parties at the addresses given below, or at such other address as may be specified by written notice.

Stonebriar:

Stonebriar at Bayside Lakes Homeowners Association, Inc.:  
c/o President of the Association  
6972 Lake Gloria Blvd.  
Orlando, FL 32809

Fairway Crossing:

Fairway Crossings at Bayside Lake Homeowners Association, Inc.  
c/o President of the Association  
928 E. New Haven Avenue  
Melbourne, FL 32901

16. Default. If either party fails to comply with any of the provisions contained herein ("Defaulting Party") then the other party ("Non-Defaulting Party") may, upon thirty (30) days prior written notice to the Defaulting Party, proceed to cure the default, and shall have a license to do so, by the payment of money or performance of some other action for the account of the Defaulting Party, if the default is capable of such cure. The right to cure shall not be exercised if, within the thirty (30) day notice period, the Defaulting Party begins to cure such default within such time period and diligently pursues such action to completion. Within thirty (30) days of written notice (including providing copies of invoices reflecting costs) the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default.

17. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

18. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Declaration.

19. Governing Law / Binding Effects. This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Each of the Parties hereto warrants and represents that this Declaration is valid, binding and

enforceable against them in accordance with the terms and conditions of Florida Law. In the event of any litigation venue shall be in Brevard County, Florida.

20. No Gift of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Stonebriar Property or the Fairway Crossings Property to the general public or for any public use or purpose whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Easement the day and year last set forth below.

WITNESSES:

**STONEBRIAR**

Stonebriar at Bayside Lakes Homeowners Association, Inc., a Florida not-for-profit Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Keith Malcuit  
Its: President

Dated: March \_\_\_\_, 2017

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2017, by Keith Malcuit, as President of Stonebriar at Bayside Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**FAIRWAY CROSSINGS**

Fairway Crossings at Bayside Lake  
Homeowners Association, Inc., a Florida  
not-for-profit corporation

Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: Dan Liparini  
Its: President

Date: March \_\_\_\_, 2017

Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
  )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2017, by Dan Liparini, as President of Fairway Crossings at Bayside Lake Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CFN 2006203326 07-07-2006 11:23 am  
OR Book/Page: **5669 / 0272**

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

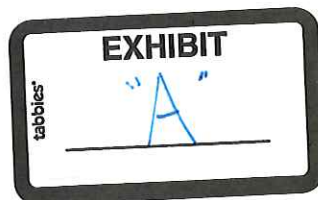
**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 38 #Names: 2  
Trust: 19.50 Rec: 305.00 Serv: 0.00  
Mtg: 0.00 Excise: 0.00  
nt Tax: 0.00

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
STONEBRIAR AT BAYSIDE LAKES



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
STONEBRIAR AT BAYSIDE LAKES SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth by LENNAR HOMES, INC., a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the county of Brevard, state of Florida, which is platted as:

STONEBRIAR AT BAYSIDE LAKES

According to the Plat thereof recorded in Plat Book 55 Page(s) 81-84 Public Records of Brevard County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"ARC" or "Committee" shall mean an Architectural Review Committee to be established pursuant to this Declaration.

"Association" and "Homeowners Association" shall both mean and refer to "STONEBRIAR AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeable from time to time herein.

"Board of Directors" shall mean the Board of Directors of the STONEBRIAR AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the subdivision named as Tracts D, Tract P, and Tract L and road right of way as shown on the plat of Stonebriar at Bayside Lakes, known as Easton Forest Circle, Nutmeg Drive, Flowerwood Lane, Stonebriar Drive, Glenn Eagles Drive, as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Conservation Easement Area(s) or Tract(s)" for purposes of this Declaration shall mean those upland tracts or easements designated for perpetual preservation of existing natural conditions, where any alteration of said tracts or easements is prohibited without prior approval of the St. Johns River Water Management District. These Tracts are shown on the plat of Stonebriar at Bayside Lakes as Tracts P-1, P-2, P-3, P-7 and P-9.

"Declarant" and "Developer" shall mean and refer to LENNAR HOMES, INC., a Florida corporation, its successors and assigns.

"Golf Club Property" shall mean and refer to all such property so designated as Tracts D-3, D-4, L-2, R-1 and R-2 upon the recorded plat of Fairway Crossings at Bayside Lakes, Plat Book 54, Page 83, Public Records of Brevard County, Florida, which shall include golf course holes, and all related facilities and improvements outside but adjacent to portions of the Stonebriar at Bayside Lakes Subdivision. The Golf Club Property, also known as "The Majors Golf Club," shall be owned by Town Center Partners, Ltd., a Florida limited partnership, and shall not be part of the Property encumbered by this Declaration.

"Home" shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within Stonebriar at Bayside Lakes. A Home shall include, without limitation, each single family home (Manor home or Estate home). A Home specifically includes an Attached Home as defined and used under this Declaration. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Landscape Buffer" shall mean all subdivision walls, fences, gates and landscaping erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" or "Homeowner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of a obligation as described in Chapter 697, Florida statutes.

"Preservation Area(s) or Tract(s)" shall mean those upland tracts or easements designated for perpetual preservation of existing natural conditions, where any alteration of said tracts or easements is prohibited without prior approval of the Association, but which are not part of a conservation easement required by the St. Johns River Water Management District. These Tracts are shown on the plat of Stonebriar at Bayside Lakes as Tracts P-4, P-5, P-6 and P-8.

"Subdivision" shall mean that property platted as Stonebriar at Bayside Lakes, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total subdivision be made subject to the Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

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

ARTICLE I  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting the Common Areas; maintaining the drainage easements, Conservation Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one time initiation fee of \$500.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2006 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration.

Class B. The Class B members shall be the Declarant or successor developer and shall be entitled to nine (9) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration). The Class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

(a) 3 months after 90% of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of construction improvements thereon, for resale), or

(b) Upon the election of the Declarant or successor Developer or

(c) January 1, 2015.

Section 4. Membership Vote.

Voting will be allowed by written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the class B member either present in person or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership

of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote in person or by written ballot of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

ARTICLE II  
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural control review committee (hereinafter referred to as the "Committee" or the "ARC") which shall consist of three (3) or more members. So long as there is a class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee members. Appointive Committee members need not be owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to class A membership, a minimum of five (5) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Three (3) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the

nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee. The Committee shall work in tandem with Bayside Lakes Development Corporation to ensure that plans and specifications are reviewed and approved by both the Committee and Bayside Lakes Development Corporation. Bayside Lakes Development Corporation shall retain such rights for two (2) years following the completion of the subdivision.

(b) A set of construction plans and specifications shall be submitted to the Committee and Bayside Lakes Development Corporation showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, fencing plan, swimming pool plan, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within 15 days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by anyone member of the Committee. Failure to notify the Lot Owner within 30 days shall be deemed an approval by the Committee.

(c) Builders who have contracted with the Developer to purchase five or more lots must submit plans of their models and landscape designs for general approval by the Committee, but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot. The Committee will submit all such data to Bayside Lakes Development Corporation for review and approval as a part of the Committee's general approval process.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof-and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, hurricane shutters, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement whether as new construction or additions, modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 60 (sixty)

days from the date the first fine is assessed and the non-compliance has not been corrected, the Committee may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

Section 3. Clearing.

Clearing of trees within the designated Preservation Areas or Conservation Easement Areas, shown as Tracts P-1 through P-9 on the recorded subdivision plat, is prohibited.

Section 4. Intentionally Left Blank.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A landscape plan must be submitted for Architectural Approval of the Board. All yard areas not left in a natural vegetated condition shall be replanted with trees, shrubs, or sodded including all easements and right of ways directly in front and rear of all lots.

(b) A total of two Live Oak Trees, one Magnolia Tree must be planted on each Lot during home construction, each having a minimum 65 gallon container size. A total of two Queen Palms must be planted with a minimum trunk height of 12'. Corner Lots must contain an additional two trees of similar size along the side lot line abutting the street. Each home shall include a minimum of eighty-three (83) 3 gallon shrubs, forty-one (41) 1 gallon shrubs, and three (3) 15 gallons accent palms or plants.

(c) In addition to the requirements outlined in Paragraph (b), all Lots abutting the golf course, lakes or the preserve area along Eldron Boulevard shall include additional plantings in the rear yard, including three (3) 65 gallon trees planted near the rear Lot line, fifteen (15) additional 3 gallon shrubs and two (2) additional 15 gallon shrubs or palms planted along the rear home elevation.

(d) All cleared areas, with the exception of mulched landscape beds, shall be fully sodded with Floritam sod and shall include an underground sprinkler system adequate to provide sufficient coverage of the front and side yard areas visible from right of ways. No grass sod shall be placed within the Preservation Tracts.

(e) Each lot shall be entirely sodded with Floritam sod, including all easements, drainage swales, right-of-ways and common areas directly in the front and rear of all Lots. Lakefront lots must be sodded, irrigated, and maintained from the rear of the lot so the waterline. Lot owners are responsible for the mowing from the rear of their lot to the waterline.

Section 6. Roof, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 6/12. All roofs shall be pitched including those areas over porches and patios. The Committee must approve the type, color, and style of all shingle and roof covering materials. Shingles must be architectural grade, 30 year shingles which are fungus-resistant. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material. All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Section 8. Garages.

Each residence must contain a two-car enclosed garage. Carports, detached garage structures, and RV storage garages are prohibited. All overhead garage doors shall be decorative in design and should compliment the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used.

Section 9. Dwelling Size.

For home sites not on the golf course, the ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 2,400 square-feet. For golf course front home sites (Lots 1-9 and 23-32), the minimum square footage should be 2,800 square-feet.

Section 10. Building Location.

No building, other than that allowed by the City Code, shall be located on any Lot nearer than 25 feet to the front Lot line. No building shall be located nearer than 7.5 feet to an interior Lot, 17.5 feet to a corner, or nearer than 20 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 11. Swimming Pools.

A swimming Pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. The pool and deck cannot be located closer than 7.5 feet from the rear lot lines for all lots. Access to a pool from the boundaries of the lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2) inches below the grade level of the first floor house pad.

Section 12. Street Address Numbers, Mail Boxes, and Driveways.

Mail boxes within the subdivision will be uniform in color, design and appearance. The location and type of the mail boxes shall be determined by the Declarant. All mail boxes and street numbers are required to be installed prior to the occupancy of each residence. The maintenance and replacement of mail boxes after installation is the sole responsibility and obligation of the homeowner. All residences must have a driveway constructed of concrete pavers extending from the street to the garage. The style and color of which must be uniform and approved by the Association. Sidewalks will be constructed of concrete and cannot be painted.

Section 13. Assignment of Approval Rights.

At such time as neither Declarant nor any subsequent Developer hold any Lots or residences in the subdivision for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of Declarant to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Property shall automatically devolve upon and be deemed assigned to the Committee. At that same time all other approval powers of the Declarant shall automatically devolve upon and be assigned to the Board of Directors of the Association.

Section 14. Declarant's Exculpation.

The Declarant or any Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any Owner or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons. The use restrictions of this Article II shall not apply to any property owned by Declarant or a Developer prior to its conveyance to an owner other than a Developer.

Section 15. Continuing Control.

If any covenant or restriction of this Article II is held to be invalid or unenforceable by any court of competent jurisdiction, the subject matter of any such covenant or restriction still shall be subject to reasonable control and guidelines as may be determined by Declarant or the Board in order to maintain the general aesthetics and harmony of the Subdivision.

Section 16. Duty to Insure, and to Reconstruct or Clean Up.

Each Owner shall at all times maintain adequate property insurance on the residences and structures containing residences, and all other insurable improvements on any portions of the subdivision, in amounts equal to the replacement cost thereof. If any residence or other improvements located on any Lot, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall:

(a) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARC. Unless changes are approved by the ARC, the Owner must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(b) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

If any Owner fails to comply with Section 16 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Article II, the Owner shall be deemed to have assigned to the Association any right he or it may have to collect insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot, Residence, Tract or Parcel to secure payment, including interest at the highest rate allowed by law.

Section 17. Insurance.

The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available. The Association shall maintain replacement cost property insurance coverage on all Structures, improvements, and fixtures which are part of the Common Areas. The Association shall maintain adequate public liability insurance coverage for all Common Areas. The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

ARTICLE III  
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to the Owner upon the transfer of title or prior to occupancy.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Start and Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within twelve (12) months from the date of commencement of construction. The Committee may grant a greater period of time to complete said construction or may grant an extension of said twelve-month period. Initial home construction must commence within six months of the lot closing to a homeowner.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Maintenance by Owners.

All property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Stonebriar at Bayside Lakes by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within their Lot in good order and repair and free of debris. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

In the event an Owner shall fail to maintain said Home and Lot, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon said Owner's Lot to correct, repair, maintain and restore the Living Unit and Lot and any other improvements erected thereon. All costs related to such correction, repair or restoration shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by the Owner's failure to pay assessments when due. By acceptance of a deed or other instrument evidencing an ownership interest in a Living Unit, each Owner hereby grants to the Association a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Declaration, and said right and easement shall be a covenant running with the land as to each Lot.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass plantings shall not exceed a height of four (4) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No fences, walls, hedges or mass plantings of any type shall be built further forward on a Lot than ten feet behind the front building line of any residence, and shall not exceed four (4) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence.

(c) All fences to be constructed in the Subdivision shall be of uniform design and finish, commonly known as White PVC similar to the front entrance fencing of common areas (Semi-private Picket Fence with 7/8" gaps). The type and style of fencing allowed within the community may be changed by a majority vote of the Committee and approved by the Board of Directors. NO fence may be constructed of wire, chain link or cyclone style on any Lot.

(d) As to Lots abutting the Golf Club Property, no wall, fence or hedge will be permitted in the side yards or to the rear of the rear line of the Living Unit; these provisions regarding any walls, fences or hedges on Lots abutting the Golf Club Property may not be amended or extinguished without the express approval of Declarant and the owner of the Golf Club Property.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operations shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in these deed restrictions shall be in conflict with Florida statutes 163.94 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the users of Common Areas or residents of adjacent Lot or Lots. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of the subdivision, shall be allowed.

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the streets, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions.

Smaller boats, watercraft, tent-campers, similar smaller recreational vehicles may only be placed and kept or stored upon a Lot within an enclosed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Extended parking of vehicles in the streets is prohibited. No more than two vehicles are allowed to be parked in the driveway for extended periods, unless permission is granted by the Board of Directors. Only vehicles in good working order are allowed to be parked in the driveway visible to a street.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the subdivision remain undisturbed and properly maintained in order to perform their function.

Where any portion of such berms, swales, banks lie within a Lot, the owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot.

The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(b) Perpetual and non-exclusive easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances.

Section 17. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for sale" and "for rent" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. Any and all signs displayed must have ARC pre-approval.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. All exterior trash receptacles shall be stored outside of street view, in the rear yard, or side yard behind a fence or landscape wall.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.

Section 21. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time with five days prior written notice, during periods of construction or alteration, and within thirty (30) days thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 22. Antennae, Aerials and Satellite Dishes.

All exterior antennas, aerials or small satellite dishes shall be placed in the side-yard or rear-yard of the Lot, and in such a manner so as to be as unobtrusive as possible and not visible from a street. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the subdivision. ARC approval will be required for all such installations.

Section 23. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Basketball backboards shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any paved street. Swing sets or other permanent playground equipment must be placed in the rear fenced yard not visible from the street. Skateboard ramps or other similar temporary wooden structures are prohibited.

Section 24. Oil and Mining Operations.

No oil or gas drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 25. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the subdivision. All air conditioning units shall be placed no further forward than 30 feet behind the front building line of the residence with landscape and fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 26. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

Section 27. Cable Television.

Declarant may coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Homes included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the Assessments are levied each year. No Owner may avoid or escape liability for any portion of the Assessments for election by any Owner not to utilize the cable television service.

Section 28. Extended Vacation and Absences.

In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Association; (ii) removing all removable items such as furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. The Association shall have no responsibility relating to any unoccupied Home.

ARTICLE IV  
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provision:

The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided, no such dedication or transfer shall be effective unless: (I) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the class A Members; and (II) the approval of such dedication or transfer has been properly recorded.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease premises are a part of a subdivision. All persons occupying property in Stonebriar are required to observe the Covenants and Restrictions of the Stonebriar at Bayside Lakes Homeowners Association, Inc. copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Lots or Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

No residence may be leased or rented for a term shorter than six (6) months. As provided in Section 3 above of Article III, each residence shall be occupied by only one (1) family at any time. It is also hereby expressly provided that a residence may be leased or rented for occupancy by only one (1) family at any time. This restriction of leasing or renting to only one (1) family, as well as the restriction that each Living Unit shall be occupied by only one (1) family, is established for the express purpose of protecting the value and desirability of the Lots and the overall Stonebriar at Bayside Lakes Subdivision as a residential community. Accordingly, the Declarant is attempting through this restriction to preserve the residential ambience of the subdivision by prohibiting occupancy and use of residences by multiple unrelated individuals who do not own the residence. It is the experience of Declarant that such occupancy of residences by multiple unrelated individuals, particularly on a relatively short term basis by leasing, generally increases the number of persons and vehicles traveling to and from, and parking at, residences, and also increases the potential for noises and other disturbances within the subdivision. It is expressly not the intention of Declarant in imposing this restriction on leasing and occupancy of residences to discriminate against any persons in any manner based on race, color, national origin, sex, handicap, familial status or religion.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the owner's contractor in constructing any improvements on the owner's Lot.

Any such expense if not paid upon demand shall be added to the Assessment to which the owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction/Docks.

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the subdivision. Docks are prohibited. No boats shall remain on the shoreline while not in use and must be kept within an enclosed fence or garage area not visible to surrounding home sites.

Section 7. Maintenance and Operation of Recreational Facilities.

The Association shall be responsible for the maintenance, operation and repair of recreational facilities which may be constructed on Common Area Tracts, including uses such as playgrounds, walks and gazebos, if elected to be constructed by the Developer. The Association shall maintain any recreation areas to a reasonable standard of health, safety and attractive appearance. Access to and use of recreational areas will be restricted to the general public, and intended for the private use of the members of the Association and their invited guests. Each member of the Association agrees to abide by the rules of operation governing the recreational facilities.

Section 8. Maintenance of Yards, Lawns, Landscaping and Irrigation.

The Association shall not be responsible for the maintenance of yards or lawns of the individual home sites, or for periodic fertilization and pest control. The Association shall be responsible for the maintenance and repair of the landscaping and irrigation system for the Common Areas of the Subdivision. Homeowners shall be responsible for repair and maintenance of the sprinkler system within their respective Lots. As described above in Article III, General Restrictions, Use and Occupancy, Section 9, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within their Lot in good order and repair and free of debris. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

In the event an Owner shall fail to maintain said Home and Lot, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon said Owner's Lot to correct, repair, maintain and restore the Living Unit and Lot and any other improvements erected thereon. All costs related to such correction, repair or restoration shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by the Owner's failure to pay assessments when due. By acceptance of a deed or other instrument evidencing an ownership interest in a Living Unit, each Owner hereby grants to the Association a right and easement in and to the land comprising each Lot in order to maintain same in accordance with this Declaration, and said right and easement shall be a covenant running with the land as to each Lot.

Section 9. Negligence.

The expense of any maintenance, repair or construction of any portion of the Homes or Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed in easements, in yards of Homes, in Common Areas, or in any other prohibited areas without the prior written approval of Association.

Section 10. Right of Entry.

Developer, Golf Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Stonebriar at Bayside Lakes for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a

governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Stonebriar at Bayside Lakes if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

Stonebriar at Bayside Lakes has been designed as a two phase subdivision. All property owners within Phase II of Stonebriar at Bayside Lakes will have access through and use of all common areas and amenities within Phase I of Stonebriar at Bayside Lakes.

Section 11. Maintenance and Operation of Surface Water or Stormwater Management System.

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

The drainage easements and stormwater retention areas must not be altered in any way which would inhibit or restrict the flow of stormwater from the home sites to adjacent Stormwater Tracts within Stonebriar at Bayside Lakes or adjoining Subdivisions including Stonebriar and Forest Glen, without prior approval of the St. Johns River Water Management District and City of Palm Bay.

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

Section 12. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements.

Maintenance of the surface water or stormwater management system shall also mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 13. Private Streets and Roads.

All streets, roads, drives, courts, ways and cul-de-sacs shown on the plat of the Subdivision are for the private use to be owned and maintained by the Association. Said roadways shall be subject to an easement granted to the City of Palm Bay, all other applicable governmental entities, and all utility providers for the purpose of access for installation, maintenance and operation of utilities, as well as emergency vehicle access. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage, or which are or might be prohibited by the public or private authority to whom said easement is given. All paving, curbs, pavers, and other improvements, facilities and appurtenances located within said roadways, including street lights shall be maintained by the Association except for maintenance and installation of sidewalks, sodding and irrigation which will be installed and maintained by the adjacent lot owner as set forth in other provisions hereof.

Section 14. Maintenance of Tracts.

The Association shall be responsible for the maintenance, operation and repair of all improvements, Landscape Buffer and Property located within Common Area Tracts and Private Road Right-of-ways. Said maintenance shall include the maintenance and repair of the stormwater management system including but not limited to the work within retention areas, ponds, drainage structures and drainage easements. Where an individual lot owner adjoins one of the above tracts their responsibility for the maintenance, operation and repair within these tracts is as called for within this Declaration.

Section 15. Golf Club Property.

Portions of the lands adjacent to the Subdivision may be utilized for a golf club, golf course with related facilities and related improvements, and other recreational facilities (the "Golf Club Property"). The Golf Club Property is not part of the Property encumbered by this Declaration and will be operated independently of the Property. No Owner shall have any right, title, interest or membership rights in or to the Golf Club Property, other than such membership as an Owner may choose to purchase from the owner or operator of the independent Golf Club Property. Certain use privileges and other promotional activities involving the Golf Club Property and its facilities may be extended to Owners from time to time, but such privileges and activities will be temporary and may be revoked or cancelled at any time. All persons, including all Owners and all Members, are hereby advised that

no representations or warranties have been made or are made by the Declarant, any Developer, the owner of the Golf Club Property, or any other person or entity with regard to the continuing ownership or operation of the Golf Club Property and its facilities and improvements as may be initially established. The ownership and/or operations of the Golf Club Property may change at any time and from time to time; the present or future use of the Golf Club Property as a golf course or any other improvements or facilities related thereto may be terminated, discontinued or suspended at any time by the owner of the Golf Club Property.

Section 16. Quiet Enjoyment.

Because of its size and dependent upon market conditions, the development of the Subdivision and any additional lands in the Bayside Lakes community will span an extended number of years. Incident to the development process, the quiet enjoyment of the Lots within the Subdivision and the Bayside Lakes community may be unavoidably interfered with by construction and sales operations.

**AS DESCRIBED IN SECTION 15 ABOVE, THERE MAY EXIST A GOLF COURSE ADJACENT TO, BUT NOT A PART OF, THE PROPERTY. PURCHASERS CAN EXPECT ALL THE USUAL AND COMMON NOISES, DISTURBANCES, AND ERRANT GOLF BALLS CREATED BY, AND INCIDENT TO, THE CONSTRUCTION AND OPERATION OF A GOLF COURSE.**

Section 17. Maintenance of Insurance Policy.

The Association shall be responsible for the insurance and maintenance of a general liability insurance policy covering all of the subdivision improvements. This liability policy will cover all of the improvements that are the property of the Association and general liability regarding their use. In addition, the Homeowners Association shall maintain an officers and Directors policy for those members of the Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to be business in the state of Florida and is in good standing with the Department of Insurance.

Section 18. Correction of Health and Safety Hazards.

Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Association, and the cost thereof shall be charged to the responsible Owner.

ARTICLE V  
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. This payment of current expenses may be in the form of a loan at a rate of 7% to the Association from the Developer for which he may be reimbursed.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

(c) Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 2. Annual Assessment.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Commencement of Annual Assessment.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a class A Member, and at the beginning of each fiscal year of the Association thereafter. The Declarant shall be excluded from the Annual Assessment.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the owners unless the cost of such repair /replacement / acquisition / construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per owner, plus any other special assessments levied during that same fiscal year exceeds 50% of the then current year's annual assessment.

Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 30% of the membership.

The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2007, the annual Lot assessment shall be \$ 506.81 per year.

(a) From and after January 1, 2007, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2007.

(b) From and after January 1, 2007, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 30% of each class of members who are voting. The vote should be by written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

Section 6. Common Area Tracts benefitting Stonebriar at Bayside Lakes.

The Association shall be responsible for its proportionate share of the cost of maintaining particular recreation and landscape tracts located within the plat of Bayside Lakes Commercial Center, Phases One through Four. The Bayside Lakes Commercial Center Property Owners Association, Inc. shall be responsible for the maintenance and repair of said tracts, and shall assess Stonebriar at Bayside Lakes Homeowners

Association, Inc. for its proportionate share of said expense. Said maintenance shall include the mowing and maintaining of trees within the right-of-ways of Eldron Boulevard and Bayside Lakes Boulevard, Signage Tracts for Bayside Lakes residents, community signs and fixtures, parks and recreation areas for Bayside Lakes residents, and common area security for Bayside Lakes residents.

The Recreation Area and the Right-of-Way shown as "Bramblewood Circle" on the plats of both "Monterey Cove" and "Magnolia Park" is specifically dedicated to the Bayside Lakes Commercial Center Property Owners Association for ownership and the maintenance/repair thereof. All Bayside Lakes Owners will be able to access and use "Bramblewood Circle" and their respective Homeowners Associations shall be assessed for each Association's proportionate share of the maintenance and repair expense.

Section 7. Individual Assessment.

An Individual Assessment is an assessment for which one or more Owners (but less than all Owners) within Stonebriar at Bayside Lakes is subject such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by the Association) in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus reasonable administrative expenses of the Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

ARTICLE VI  
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. Said charge shall also apply to those assessments outlined in Article V, Section 6.

The lien will become effective from the after recording a claim of Lien in the Public Records of Brevard county, Florida, stating the Lot description, the name of the record owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received

by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 18% per annum (or highest allowable rate) until paid. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within 30 days of receipt of the notice and that the owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said 30 days receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

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

#### Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

### ARTICLE VII CONSERVATION EASEMENTS

#### Section 1. Conservation Easement Areas.

Pursuant to the provisions of section 704.06, Florida statutes, Developer hereby voluntarily grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easement"), shown as Tracts P-1, P-2, P-3, P-7 and P-9 as shown on the Recorded plat of Stonebriar at Bayside Lakes. Developer fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 4-009-63572-13 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 2. Purpose.

The Purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the conservation Easement Area that will impair or interfere with the environmental value of these areas.

Section 3. Prohibited Uses.

Any activity in or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying or trimming of trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.

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

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

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

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 3. Responsibilities.

The Developer, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

Section 4. Reserved Rights.

Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions contained in Section 1.2 above, the developer, and its successors and assigns, reserves the right to: a) construct, operate, and maintain the drainage pipe and outfall structures within the conservation area; and b) implement the mitigation plan approved by the District permit number 4-009-63572-13.

Section 5. Rights of District.

To accomplish the purposes stated herein, the Developer conveys the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area that may be damaged by any activity inconsistent with this Conservation Easement.

Section 6. District's Discretion.

District may enforce the terms of this Conservation Easement at its discretion, but if Developer breaches any term of this Conservation Easement and District does not exercise its rights under the Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

Section 7. District's Liability.

Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Area arising from Developer's ownership of the Conservation Easement Area. Neither Developer, no any person or entity claiming by or through Developer, shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Area.

Section 8. Acts Beyond Developer's Control.

Nothing contained in this conservation Easement shall be construed to entitle District to bring any action against Developer for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Developer under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Area or to persons resulting from such causes.

Section 9. Amendment.

The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

Section 10. Successors.

The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

**LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT AS MAY BE PERMITTED BY THE SJRWMD OR THE CITY. THERE SHALL BE NO REMOVAL OF EXOTIC OR NUISANCE VEGETATION. PROPERTY OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE SJRWMD, WHICH MAINTENANCE ALSO MAY BE CARRIED OUT TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.**

ARTICLE VIII  
RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefore and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision, streets, and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities.

To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. Drainage.

Drainage flow shall not be altered, obstructed or diverted from drainage easements and storm water retention tracts, without prior approval from the St. John's River Water Management District and the City of Palm Bay. Except as provided in this section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, models houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

Section 7. Golf Club Property Easements.

The Golf Club Property, its owners, officers, members, agents, employees, lessees, guests or other invitees shall have the rights and benefits of the easements established herein. Easements also are hereby created for the benefit of the Golf Club Property over such portions of Tracts, Parcels, and Common Areas which are adjacent to the Golf Club Property as may be reasonably necessary for installation and maintenance of the irrigation system for the Golf Club Property and for pathways and crossings for golf carts, maintenance equipment and other users of the Golf Club Property.

Non-specific, non-exclusive easements are hereby created for the benefit of users of the Golf Club Property over all Lots, Tracts, Parcels, and Common Areas adjacent to the Golf Club Property, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight and the landing of errant golf balls over and upon such portions of the Property, the use of necessary and usual golf carts and maintenance equipment upon the golf course and abutting property, the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. The foregoing permitted acts shall not include or permit in any manner the entry or crossing of any golf carts on Lots. The owners and operators of the Golf Club Property shall not be liable for property damage or injury from any of the foregoing uses and actions related to the Golf Club Property.

The provisions of this Section 7 and other provisions of this Declaration relating to the Golf Club Property and portions of the Property adjacent thereto have been established for the benefit of the owners of the Golf Club Property, as well as the other parties identified herein. The owner of the Golf Club Property shall have all rights and remedies set forth in this Declaration for the enforcement of the terms and provisions of this Declaration which are related in any manner to the Golf Club Property. Further, no amendment to this Section 7, and no amendment in derogation hereof to any other provisions of this Declaration related in any manner to the Golf Club Property or the use of any portions of the Property adjacent to the Golf Club Property, may be made without the written approval thereof by the owner of the Golf Club Property. The foregoing provisions restricting any amendments which may affect the Golf Club Property shall supersede any other provisions regarding any amendments to this Declaration.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below. Covenants and Restrictions which apply to the Conservation Tracts shall be perpetual.

The Developer specifically reserves the absolute and unconditional right, as long as the developer owns any Lot and the Developer has not yet transferred control of the association to the homeowner's, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, or any requirement of any federal, state or local governmental entity, agency or authority, (ii) conform to the requirements of mortgage lenders or title insurance companies, or (iii) perfect, clarify, or make internally consistent the provisions herein.

At any time after the Declarant no longer owns any Lot or Lots within the subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

The foregoing notwithstanding, any amendments to the covenants and restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the common Areas, must have the prior approval of the St. John's River Water Management District.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. John's River Water Management District, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds of the Lot Owners excluding the Developer.

Section 4. Future Development within the Project.

Stonebriar at Bayside Lakes has been designed as a two phase subdivision. The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 5. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Stonebriar Subdivision, the Association shall have as members all Owners of Lots in that portion of the subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property.

(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 14 day of June, 2006.

Signed, sealed and delivered in the presence of:

LENNAR HOMES, INC., a Florida corporation

K. Rodrick  
Witness  
[Signature]  
Witness

BY: Walter D. Beeman  
Walter D. Beeman, Vice President

STATE OF FLORIDA

COUNTY OF seminole

The foregoing instrument was executed before me this 14 day of June, 2006, by Walter D. Beeman, Vice President of Lennar Homes, Inc., a Florida corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

IMPRINT NOTARY PUBLIC RUBBER STAMP SEAL BELOW

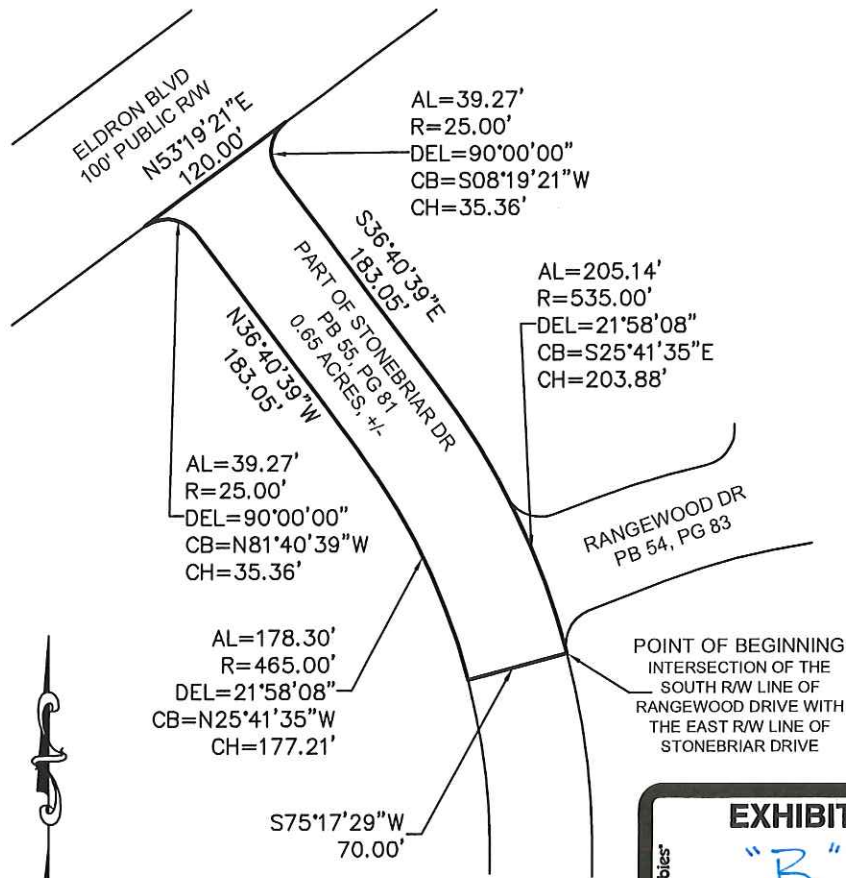


Kristen Rodrick  
Signature of Person Taking Acknowledgment Notary Public

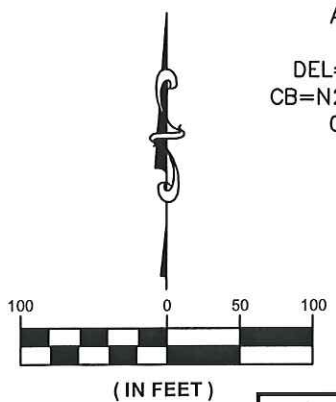
**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

PART OF STONEBRIAR DRIVE, A PRIVATE RIGHT-OF-WAY, LYING IN SECTIONS 19 AND 30, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF RANGEWOOD DRIVE, (ACCORDING TO THE PLAT OF FAIRWAY CROSSINGS AT BAYSIDE LAKES AS RECORDED IN PLAT BOOK 54, PAGE 83, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), WITH THE EAST RIGHT-OF-WAY LINE OF STONEBRIAR DRIVE, (ACCORDING TO THE PLAT OF STONEBRIAR AT BAYSIDE LAKES AS RECORDED IN PLAT BOOK 55, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN S75°17'29"W A DISTANCE OF 70.00 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED WEST RIGHT-OF-WAY LINE OF SAID STONEBRIAR DRIVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVED WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 21°58'08", A CHORD LENGTH OF 177.21 FEET AND A CHORD BEARING OF N25°41'35"W), A DISTANCE OF 178.30 FEET TO THE END OF SAID CURVE; THENCE N36°40'39"W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 183.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF N81°40'39"W), A DISTANCE OF 39.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ELDRON BOULEVARD, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID STONEBRIAR DRIVE); THENCE N53°19'21"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET TO THE NORTHEASTERLY CORNER OF SAID STONEBRIAR DRIVE; THENCE SOUTHERLY, ALONG ARC OF THE CURVED EAST RIGHT-OF-WAY LINE OF SAID STONEBRIAR DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF S08°19'21"W), A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S36°40'39"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 183.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 535.00 FEET; A CENTRAL ANGLE OF 21°58'08", A CHORD LENGTH OF 203.88 FEET AND A CHORD BEARING OF S25°41'35"E), A DISTANCE OF 205.14 FEET TO THE POINT OF BEGINNING. CONTAINING 0.65 ACRES, MORE OR LESS.



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**EXHIBIT**  
"B"

**STONEBRIAR DRIVE EASEMENT EXHIBIT**

**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3874 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 12/05/16  
DESIGN/DRAWN LEH  
DRAWING# 11374\_100\_001  
PROJECT# 11374  
SHEET 1 OF 1

**EXHIBIT "C"**

**EASEMENT AREA IMPROVEMENT COSTS**

I. Landscaping/Irrigation

<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>YEARLY</b>
Base Management Year 1 .....	\$ 54.45	\$ 653.40
<input type="checkbox"/> Mowing, Weeding, Edging		
<input type="checkbox"/> Blowing Debris		
<input type="checkbox"/> Bed Weed Control		
<input type="checkbox"/> Shrubs and Groundcover Pruning		
Turf and Ornamental Program Year 1 .....	Included	
<input type="checkbox"/> Turf Fertilization		
<input type="checkbox"/> Turf Insect Control		
<input type="checkbox"/> Turf Weed Control		
<input type="checkbox"/> Shrub and Groundcover Fertilization		
<input type="checkbox"/> Shrub and Groundcover Insect Control		
Irrigation Inspection Year 1 .....	\$ 27.50	\$ 330.00
<input type="checkbox"/> Monthly check and adjust all zones		
<input type="checkbox"/> Monthly cleaning irrigation heads		
<input type="checkbox"/> Monthly Irrigation report		
<input type="checkbox"/> Repairs not included		
Annual Installation Year 1 .....	\$ 31.00	\$ 372.00
<input type="checkbox"/> Installation of Seasonal Annuals Quarterly		
Palm Trimming Year 1 .....	\$ 23.33	\$ 280.00
<input type="checkbox"/> Trimming of (4) Medjool Palms annually		
<input type="checkbox"/> Removal of fronds to position of 9 & 3		
<b>TOTAL INCLUDED SERVICES YEAR 1.....</b>	<b>\$136.28</b>	<b>\$1,635.40</b>

**50/50 Split equals: \$817.70 per year**



II. Calculation of Entrance Way Road Reserve

Roads Replacement Cost	226,170.00
Easement Portion	12.50%
Total Easement Roads Replacement Cost	<b>28,271.25</b>

Roads Reserves Balance 12/31/16	18,411.77
Easement Portions	12.50%
Total Funding of Easement Roads	<b>2,301.47</b>

Replacement Cost	28,271.25
LESS: Funded Balance	(2,301.47)
Subtotal Replacement Cost Balance	25,969.78

Remaining Life in Years	11
Annual Funding	2,360.89

**50/50 Split 1,180.44**

III. Total Annual Contribution Calculation Per Party

**The total annual contribution per party is \$1,998.14**