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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BENT OAK AT MEADOWRIDGE**

This instrument creates and states the Declaration of Covenants, Conditions and Restrictions of BENT OAK AT MEADOWRIDGE, and is executed this 30th day of October, 2003, by CONDEV Corporation, a Florida corporation.

WITNESSETH:

For and in consideration of the premises and for other good and valuable considerations, CONDEV Corporation, a Florida corporation, as Developer (hereinafter referred to as "Developer") does hereby restrict the use, as hereinafter provided, of all the property and improvements included in the property described in Exhibit "A", and, upon annexation, does hereby restrict the use, as hereinafter provided, of such Additional Property, as hereinafter defined, and the Developer does hereby place upon the Development the following covenants, conditions, restrictions and easements to run with the title to the Development, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Development, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the covenants and to have covenanted and agreed to observe, comply with and be bound by the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Additional Property" shall mean and refer to those real properties, or any portion thereof, described on Exhibit "B".

(b) "Association" shall mean and refer to BENT OAK AT MEADOWRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.



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(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(e) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(f) "Common Area" shall mean all of that real property owned or to be owned by the Association for the common use and enjoyment of members of the Association.

(g) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(h) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(i) "Developer" shall mean and refer to Condev Corporation, a Florida corporation, together with its successor under any recorded instrument executed by Condev Corporation.

(j) "Development" shall mean the property described in Exhibit "A" and such Additional Property as may hereafter be brought within the jurisdiction of the Association by Supplemental Declaration pursuant to Article XII or is encumbered by this Declaration.

(k) "Dwelling" shall mean and refer to a single family residence located on a Lot.

(l) "Lot" shall mean and refer to any area of real property designated as a lot for the construction of a Dwelling on a recorded Plat within the Development, whether or not said Lot is improved with a Dwelling.

(m) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.

(n) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development.

(o) "Property" shall mean and refer to all of the lands and improvements described in Exhibit "A".



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(p) "Plat" shall mean and refer to any recorded subdivision map of all or a portion of the Development.

(q) "Regulations" shall mean and refer to any rules or regulations regarding the use of the Development that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(r) "Structure" shall have the same meaning as used in the City of Titusville Land Development Regulations.

(s) "Surface Water or Storm Water Management System" means a system which is 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

(t) "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so designed as Tract(s) F, upon any recorded Subdivision Plat or Plats of the Properties. The Developer reserves the right to add lands to the Conservation Easement Area.

(u) "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "C". The Developer reserves the right to add lands to the Conservation Easement Area.

ARTICLE II – RESTRICTIONS

Section 2.01 - Lots. The Lots and Dwellings shall be used for single family residential purposes only. No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.02 - No Parking of Vehicles, Boats, etc. Wheeled vehicles of any kind, boats or any other offensive objects may not be parked or kept on any part of a Lot forward of the house, except that private automobiles without commercial signs may be parked in the driveway. All vehicles and boats shall be in good running condition; repair of vehicles or boats (other than emergency repair) or storage of disabled vehicles or boats is not permitted within the Property.



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Section 2.03 - Vehicular Parking. No vehicle shall be parked on any part of the Development, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, shall be parked on any part of the Development. No trailers, boats, campers, commercial trucks, mobile homes, motor homes, motorized recreational vehicles or motorcycles may be parked in the Development unless parked inside garages and concealed from public view.

Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24"). Developer may enter upon any Lot and remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices of any kind shall be installed or maintained on the exterior of any residence or on any portion of any Lot.

Section 2.06 - Electrical Interference. No electrical machinery, devices, or apparatus of any sort shall be used or maintained on any Lot which causes interference with normal television or radio reception of any other Lots.

Section 2.07 - Pets. 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 which are not kept, bred or maintained for any commercial purposes may be kept by an Owner on his Lot if such pets do not cause a disturbance or annoyance on the Property. Pets shall not be permitted to run free. If any pet becomes dangerous or an annoyance or nuisance to other residents of the property or surrounding areas, or destructive of wildlife or Property, the pet must be permanently removed from the Property. Each Owner shall be responsible for any and all damage caused by pets.



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Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Development, nor shall anything be permitted or done thereon which is or may become, in the reasonable determination of the Association, a nuisance to the Owners, the Association or the Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part neither of the Development, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Development except as required for cleaning of Lots for the construction of homes. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Common Area.

Section 2.09 - Resubdividing. The Lots shall not be resubdivided, replatted or divided without the prior written consent of Developer.

Section 2.10 - Clotheslines. Clotheslines are not permitted unless they are completely hidden from the view of persons off the Lot. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if the same be visible from any street.

Section 2.11 - Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Developer or the Architectural Control Committee. Provided, however, Developer, so long as Developer or builders designated by Developer maintains any model homes within the Development, shall have the right to fence the entire Lot or any part of Lots being used as models in contradiction to this provision and any other provision of this Declaration.

(a) Perimeter. Subject to the provisions set forth in Section 2.11(d) fences not in excess of six (6) feet in height may be installed around the perimeter of a Lot if they are of a material, color and size approved by the Developer or the Architectural Control Committee. The installation of chain-link fences is prohibited.

(b) Privacy. The size, material, color and location of all privacy fences or walls must be approved by the Developer or the Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Control Committee.

(c) Condition. All fences must be installed with the posts on the inside and must have landscape buffers as may be required by the Architectural Control Committee. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Owner.



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(d) Locations. No fence may be constructed in the following areas:

(1) Between the street facing the front of the Dwelling (the "Front Street") and a straight line being the extension of the surface of the furthest set back portion of the front side of the Dwelling to the side lot lines.

(2) Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of the side of the Dwelling to the rear lot line.

(3) Any and all easement areas as set forth in the plat of The BENT OAK AT MEADOWRIDGE, except side and rear yard easements.

(e) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association shall have the right to install and maintain walls and fences around the perimeter of the Development on individual Lots, with said fences or walls to be maintained by the Association. Developer, so long as Developer maintains any model homes within the Development, shall have the right to fence the entire Lot or Lots being used as models as hereinbefore set forth in this Section. This Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwelling.

Section 2.12 - Carriage Lights. The size, location, number, design, style and type of material for free-standing carriage lights shall be as designated by the Developer or approved by the Architectural Control Committee.

Section 2.13 - Lot Maintenance. The Owner of each Class A Lot shall, at his or her own expense, keep such Lot and any adjacent unpaved right-of-way, including any easement areas located on such Lot, free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot and adjacent unpaved right-of-way at all times in a neat and attractive condition. In the event the Owner falls to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment against the Lot.

Section 2.14 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Development may be made and amended from time to time by the Developer or the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the land upon request.



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Section 2.15 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.16 - Casualties. In the event a Dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or as another option in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.17 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association.

Section 2.18 - Street Lighting. Street lighting is provided by taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.19 - Pools. A swimming pool may not be located in the front yard of any Lot, nor nearer than the Dwelling to a side street lot line. The Developer or the Architectural Control Committee may determine the front, rear and swimming pool set backs as long as such set backs do not conflict with the Titusville, Florida city regulations. No above ground pools shall be allowed.

Section 2.20 - Dwellings and Garages.

(a) No Dwelling shall have a square foot area of less than one thousand three hundred (1,300) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than eight hundred and fifty (850) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

(b) No Dwelling shall exceed two (2) stories in height.



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(c) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street.

(d) No Dwellings shall have an exposed structural block, imitation brick, or imitation stone face.

(e) All Dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the Developer or Architectural Control Committee.

(f) All oil, soft water tanks, air conditioner compressors, wood piles or other ancillary or mechanical equipment, including, but not limited to, water softeners, well pumps, sprinkler pumps or pool heaters shall not be visible from a street and shall be suitably screened so as not to be visible from any Lot or street.

(g) No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of surrounding Lots.

(h) Each dwelling shall have at least a single car (enclosed) garage.

Section 2.21 - Tree Removal and Landscaping. All Lots shall have entire solid sodded front, side and rear lawns except in approved landscape or retained natural areas. Natural vegetation shall be "finished" by removal of underbrush.

Section 2.22 - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in the Development; provided, however, temporary buildings, mobile homes or field construction offices may be used by the Developer and contractors in connection with construction work.

Section 2.23 - Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns. reserves the right and authority for a period of ten (10) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any Lot Owners of the Development or Association.

Section 2.24 - Refuse Collection - All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the



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Development if it renders the Development or any part thereof unsanitary, unsightly, offensive or detrimental to the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Developer reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any Dwelling located on such Lot is issued.

Section 2.25 - Pumping. The Owners of any Lot which includes or is adjacent to a pond, creek, bayhead or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 2.26 - Skateboard Ramps. No skateboard or bicycle ramp, structure or other apparatus of any sort used in conjunction with a skateboard or bicycle shall be installed or maintained on any portion of any Lot.

Section 2.27 - Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Development shall interfere with the completion of the contemplated improvements and the sale of the Developer's Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Lots and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

ARTICLE III - UTILITIES, EASEMENTS AND ROADS

Section 3.01 - Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved both to the Developer and the City of Titusville in and to all Utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer and the City of Titusville shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish Utilities or services to the Development or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the



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Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creeks, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

Section 3.02 - Maintenance of Easements. The Owners of the Class A Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Utility Provider is responsible, and except for the areas designated in Section 8.01, which shall be maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas. Any alteration of the drainage facilities or surface water or stormwater system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 3.03 - Connection to Irrigation Lines - Gray Water. At such time as the City of Titusville shall make available reclaimed irrigation lines (treated wastewater), each member of the Association shall be required to connect to those lines for purposes of irrigation of yards. The Association shall connect all irrigation lines for maintenance of Common Areas.

Section 3.04 - Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District ("the District") a conservation easement in perpetuity over the Conservation Areas (the "Conservation Easement"). 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 40-009-89110-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

1. Purpose. The purpose of the 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 Areas that will impair or interfere with the environmental value of these areas.



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2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the 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 trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a 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, or 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.

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.

4. Reserved Rights. Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit others to engage in all uses of the Conservation Easement Areas that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:



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(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 the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the 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 Areas that may be damaged by any activity inconsistent with the Conservation Easement.

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 this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or 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 by Developer shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

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 Areas arising from Developer's ownership of the Conservation Easement Areas. Neither Developer, nor 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 Areas.

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 Areas or to persons resulting from such causes.

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

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



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Easement Areas.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a 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 rights of the Developer reserved herein and subject to the following provisions

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.

(b) The right of the Association to suspend the voting rights of any Class A Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

(c) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes. After the Developer has sold all Lots, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of Members to mortgage said properties. Said mortgage shall be subordinate to the members rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the ownership and possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to grant access to police, fire, and other public vehicles.



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Section 4.02 - Delegation Of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.

Section 4.03 - Limitation Upon Use of Common Areas. No Owner may plant, garden, erect, or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements installed by Developer or the Association in connection with the development of the land or approved by the Architectural Control Committee. The Board of Directors or the Developer may establish reasonable rules and regulations concerning the use of the Common Area and landscaping within the Common Area by adjoining Lot Owners.

ARTICLE V - ARCHITECTURAL CONTROL

Section 5.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Lots or Dwellings in the manner hereinafter provided.

Section 5.02 - Committee Authority. No exterior additions or alterations, including exterior coloring, to any Dwelling, Structure, or Lot in the Development, tree removal, landscaping and additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Dwellings to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Development as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Development as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent



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with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Dwelling), including that portion of any Lot not actually occupied by the Dwelling, except such as are installed, improved or made by Developer or its Designated Builder(s), until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 - Procedure. As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself as the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such application to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development; and (b) shall protect and conserve the value and desirability of the Development as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Development as a residential community.



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Section 5.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer.

Section 5.07 - Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

Section 6.01 - Members. Every Owner of a Lot shall be a member of the Association as designated in Section 6.02 of this Article. Membership shall be appurtenant to and may not be separated (i) from ownership of a Lot which is subject to assessment or (ii) from occupancy of a Dwelling.

Section 6.02 - Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) Class A. The Class A Members shall be all Owners of Lots, except the Developer for so long as the Developer retains Class B voting rights as defined herein. Class A Members shall be entitled to one (1) vote for each such Lot so owned (also sometimes referred to as Class A Lot).

(b) Class B. The Class B Member shall be the Developer. Class B Member shall be entitled to four (4) votes for each Lot owned plus four (4) votes for each possible Lot within the entire property as described in Article XII, presuming maximum allowable density, of the Additional Property, calculated as of the time of any vote and regardless of whether the Additional Property, or any portion thereof, has been annexed into and subjected to this Declaration. The Class B membership shall cease and be converted to Class A membership when one of the following occurs:

(1) when seventy five percent (75%) of the total number of Lots have been conveyed to Owners, other than the Developer or Builders,

(2) or the Developer voluntarily converts its Class B memberships to Class A memberships.

Section 6.03 - Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast.



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ARTICLE VII - ASSESSMENTS

Section 7.01 - Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area, and those easement areas to be maintained by the Association including those areas subject to certain offsite easements for retention and drainage, including, but not limited to, maintenance, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

Section 7.02 - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed of any Lot(s), whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees incurred in the collection thereof, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with title to the Lot, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Brevard County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 7.03 - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of Members. Notwithstanding the foregoing, a special assessment authorized under Section 8.01 (b), Article VIII, and Section 2.12 of Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.



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Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 7.04 - Assessments

(a) Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.

(b) Initial Lot Sale Assessment. In addition to the aforementioned prorated annual assessment, the first purchaser from the Developer as to each Lot in the Property shall pay, at the time of closing, an initial assessment in the amount of One Hundred and No/100 Dollars (\$100.00). This initial assessment shall be a one-time only per Lot charge to be utilized by the Association for the purpose of providing working capital for the Association. The amount of the initial assessment shall be subject to increase or decrease from time to time by action of the Board.

Section 7.05 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot and may be collected, at the Board's option, on a monthly, quarterly or annual basis.

Section 7.06 - Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot from the Developer, when the first such assessment shall be due. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.



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Section 7.07 - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees incurred in the collection of any assessment, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Brevard County, Florida.

Section 7.08 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of such a first mortgage that is recorded prior to a notice of lien, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, pro rata, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 7.09 - Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 7.10 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the Development, then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Lot in the Development and the same enforcement rights afforded the Association.



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ARTICLE VIII - MAINTENANCE OF COMMON AREA AND LOTS

Section 8.01. The responsibility for the maintenance of the Common Area and Lots within the Development shall be as follows:

(a) Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Common Area shall consist of those areas in the Development conveyed or dedicated to the Association by the Developer or otherwise acquired by the Association.

(b) Lots. Each Class A Owner shall be responsible for the maintenance of his Lot, and adjacent unpaved right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven (7) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

(c) Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.

(d) Insurance. The Association shall maintain adequate casualty and liability insurance on the Common Area, and fidelity bond coverage as specified in the ENMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

Section 8.02 - Maintenance of Common and Landscaped Areas by Association. It is mandatory that entry features, landscaped areas and Common Areas be attractively maintained by the Association. A decision to abandon or substantially reduce such maintenance shall require the express written approval of seventy-five percent (75%) of the voting membership of the Association.

The common drainage areas (as shown on the Plat of the Development) shall be kept free of debris, trash and other materials.

Landscaped access is to be maintained in substantial accordance with the quality and quantity of plants originally installed by the Developer. Such maintenance includes



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irrigation, fertilizing, weeding, mowing, trimming, spraying and, if needed, replacement of damaged or diseased plants with comparable plants.

Nothing in these requirements shall restrict the Association from upgrading landscaping materials.

Section 8.03 - Landscaping on Grissom Parkway Entry. The Association shall assume their proportionate share of landscape maintenance responsibility within the unpaved rights-of-way for Grissom Parkway, from SR 405 to Sisson Road, and Meadow Oaks Drive adjacent to Bent Oak at Meadowridge.

ARTICLE IX - REMEDIES

Section 9.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Developer or Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer or Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof. If the Owner fails to pay such expenses, Developer or Association shall have a lien for such expense upon the Lot of the Owner.

ARTICLE X - SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

Section 10.01. The Association shall allow all Lot Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 10.02. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

Section 10.03. The Association may cancel, without penalty or cause, any contract or lease made by it before Owners other than the Developer assume control of the Association, upon ninety (90) days written notice to the other party.

Section 10.04. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Lot in the Development:



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(a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable Lot.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE XI
SPECIAL PROVISION TO SATISFY REQUIREMENTS OF
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Section 11.01 - Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface management system. Maintenance of the management system(s) shall mean the exercise of procedures for maintenance of the systems to provide drainage, water storage, 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 11.02 - Covenant for Maintenance Assessments for Association. 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 11.03 - Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. 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 the prior written approval of the St. Johns River Water Management District.



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Section 11.04 - Amendment. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 11.05 - Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 11.06 - Swale Maintenance. If the Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water found upon such Lot from time to time, each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

ARTICLE XII ADDITIONAL PROPERTY

Section 12.01 - Additional Property. The Developer (joined by the Owner of the lands to be annexed if other than the Developer) shall have the sole right but not the obligation to bring within the scheme of this Declaration the Additional Property, or any portions thereof, at any time or times within twenty (20) years from the date this Declaration has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of the Lots, any mortgage or lien holder, or any other person. Notwithstanding the foregoing, as long as there is Class B Membership, prior approval of HUDVA shall be required for any annexation of additional properties or dedication of the Common Areas.

Section 12.02 - Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to any portion of the Additional Property to be added, which shall extend the scheme of the covenants and restrictions of this Declaration to such portions of the Additional Property. The Supplemental Declaration shall describe the real property to be annexed



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and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to that portion of the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character of the real property being annexed or the various development approaches being implemented.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Area within the real property so annexed and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Area within the annexed lands.

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 12.03 - Non-Binding General Plan of Development.

Purpose. Developer intends, but is not obligated, to develop a single-family residential subdivision on the Property. Any additional Properties shall also be developed as single-family residential Lots. However, the aforescribed development plan shall not bind the Developer to make the additions to the Development or to improve any portion of such Additional Property in accordance therewith. Nothing herein shall be interpreted as requiring annexation of any of said lands or, if annexed, that they be annexed in any particular sequence or configuration or that they be annexed in whole tracts.

Section 12.04 - Developer Consent Required for Amendment. This Article XII may not be amended without the written consent of the Developer.

ARTICLE XIII RESTRICTIONS RELATED TO SPECIFIC LOTS

Section 13.01 – There is hereby reserved a 5-foot fence and landscape easement along the rear Lot line of Lots 20-33, inclusive and the side Lot line (adjacent to the road right-of-way), of Lots 1 and 19. The Developer or Builder may install a fence within this easement, the finished outside of which will face the public right of way. The side of the fence facing the right of way shall be maintained by the Association and the interior shall be maintained by the respective Lot Owner. No other fencing than as set forth above, shall be allowed within the rear yard of Lots 20-33, inclusive and the side



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yard of Lots 1 and 19 abutting the right-of-way. Any repairs or replacement of the fence shall be the financial responsibility of the Association and any repairs or replacement shall be the same as the initial fence installed by the Developer.

ARTICLE XIV - MISCELLANEOUS

Section 14.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been received by Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 14.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, power, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said Committee, except in the event aforesaid. None of the provisions of this Section 14.02 shall apply to or affect the provisions of Article VI.

Section 14.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To modify and amend these Covenants as may be required by the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or other Insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Lot Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration without notice to or approval by other Owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to the location of structures on a Lot shall be



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conclusively deemed to be within the authority and right of Developer under this subsection. Any such amendments or modifications shall be effective upon the recordation of same in the public records of Brevard County, Florida.

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee. Any such amendments or modifications shall be effective upon the recordation of same in the public records of Brevard County, Florida.

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the property which do not lower the standards of the Covenants.

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot or Lots as an aide in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Development signs advertising the sale of Lots, construction trailers and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

Section 14.04 - Termination of Developer's Rights. Upon the sale by Developer of all Lots in the Development and Developer's written assignment of its rights and obligations hereunder to the Association, the Association shall be entitled to exercise all of Developer's rights and obligations herein provided, including but not limited to, enforcement rights set forth in Section 9.01.

Section 14.05 - Additional Covenants. No Owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Development shown on the Plat.

Section 14.06 - Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Development and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five percent (75%) of the votes of Lots has been recorded in the Public Records of Brevard County, Florida, in which written agreement any of the Covenants provided



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for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 14.07 - Amendment. Subject to the provisions of Section 13.03 hereof, the covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five percent (75%) of the total A and B votes of Lots and shall be placed of record in the Office of the Clerk of the Circuit Court of Brevard County. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any Institutional mortgagee's position, right or equity as mortgagee of a Lot shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank (including, without limitation, a mutual savings bank), life insurance company, savings and loan association, real estate investment trust, pension fund, trust, government agency, mortgage company, FNMA, or other lender active in the area, including the successors and assigns of any such entity. No amendment may be made which is in conflict with municipal requirements for maintenance of specified Common Areas. All amendments to the restrictions must be approved by the City Council of the City of Titusville, Florida.

Section 14.08 - Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Lot interest or its appurtenances.

Section 14.09 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 9.01 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however



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long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 14.10 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 14.11 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 14.12 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed the date and year indicated.

Signed and sealed in
the presence of:

DEVELOPER:
CONDEV CORPORATION
a Florida corporation
[SEAL]

Victoria S. Gardner
Victoria S. Gardner
Printed Name of Witness

Andrew M. Gardner
Andrew M. Gardner
Printed Name of Witness

By: Joseph J. Gardner
Joseph J. Gardner,
as Vice-President

By: Joseph J. Gardner
Joseph J. Gardner,
as Secretary



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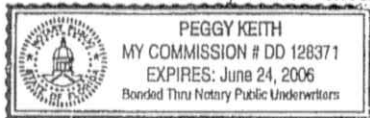
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STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Joseph J. Gardner as Vice President and Joseph J. Gardner as Secretary of CONDEV CORPORATION, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of October, 2003.



Peggy Keith

Notary Public

[SEAL]

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