

parties having any right, title, or interest therein, their heirs, successors and assigns and shall inure to the benefit of all Owners, the Association and the Declarant:

- (a) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed nor permitted to remain on any Lot other than the one detached single family dwelling not to exceed two (2) stories in height, together with private garage. No previously used structure shall be erected, altered, placed nor permitted to remain on any Lot. Homes may be used by builders as model houses for sales purposes during the construction and sales period. The Declarant may use a pre-fabricated sales office for marketing purposes.
- (b) No dwelling shall be permitted to be constructed or maintained on any Lot in which the living area of the main structure, exclusive of open porches and garages, shall be less than the minimum square footage permitted by applicable law, including without limitation, the zoning and building code(s) applicable thereto.
- (c) No dwelling shall be constructed on a plot having an area of less than the minimum square footage required by applicable law. The minimum plot width and dwelling setback distances from plot boundaries shall all be as required by applicable law.
- (d) No structure of a temporary or mobile character shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that temporary or mobile structures may be used by the Declarant or builders for a field or sales office or for storage during the construction and sales period.
- (e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot; except dogs, cats, and other generally recognized household pets may be kept, provided they as reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and that proper restraint and control are used in their keeping. Owners are required to remove their animal's waste from all common areas and rights-of-way. Failure to comply with waste removal will result in a fine of \$100.00 and a removal fee, the dollar amount of which is to be established by the Board of Directors. If an Owner is not able to control a dog or other domestic pet that is established by the Board of Directors as a consistent nuisance, the Board of Directors may establish rules and procedures to compel the Owner thereof

to remove the pet from the property and to establish fines or other remedies, to enforce any such decision.

- (g) Signs:
 - (i) No sign of any kind shall be displayed to the public view on any Lot with the exception of (i) one sign of not more than four square feet advertising the Lot for sale or rent, and (ii) signs used by the Declarant to advertise Lots during the construction and sales period, which may be of any size.
- (h) All Lots shall be maintained in a clean and sanitary condition. Each Lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. No burning of refuse shall be allowed on any Lot. No Owner or occupant of any Lot shall utilize the premises for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building materials, building rubbish, or similar items. It shall be the duty and responsibility of every such owner or occupant of any Lot to keep such Lot clean and to remove from such Lot all such abandoned items listed above, including but not limited to trash, garbage, and debris. For the purpose of this section, an abandoned motor vehicle is one that is currently unlicensed or in a state of disrepair or incapable of being moved under its own power.
- (i) All fences, walls and landscape improvements which have been erected or installed on any Lot by Declarant or the Association shall not be altered by the Owner or occupant thereof. In the event of damage or destruction of the same, it shall be the responsibility of the Owner or occupant to promptly repair, replace or restore the wall, fence or landscape improvements to the original condition thereof.
- (j) The overnight parking or storage of recreational vehicles, motor homes, campers, boats, trailers of any type or trucks of any nature larger than one (1) ton capacity shall not be allowed on any right-of-way not on any Lot unless enclosed in a garage.
- (k) Fences:
 - (i) No fence or wall shall be erected, placed or altered on any Lot nearer to any street than is permitted by applicable law.

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- (ii) Fences located in side lot drainage easements shall be undercut to allow for drainage flow.
 - (iii) All fences shall be constructed of white PVC material.
 - (iv) All fences shall be installed so as to maintain a consistent horizontal line at the top elevation of the fence.
- (l) Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the Plat. No structure, planting, or other material shall be placed not permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in such easements, or which may obstruct or retard the flow of water through drainage channels in such easements.
 - (m) Satellite Dishes shall be of one meter diameter or less.
 - (n) Mail boxes shall have a common design and shall be specified by the Architectural Control Committee.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1: Enforcement. The Association, the Declarant and any Owner shall each 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 by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Declarant or the Association shall seek to enforce the provisions of this Declaration, then the Declarant or the Association shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal. 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 this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

Section 3: Plat Drainage System. Every Owner, by acceptance of a deed to a Lot acknowledges that he or she is subject to Article IV of the IRC Declaration as it may be amended from time to time, which are incorporated herein and by reference make a part hereof. The IRC Association is primarily responsible for maintaining the Plat Drainage System described in the Water

Management District Permit; provided, however, as between the Association and the IRC Association, the Association, as a common expense of the Association, is obligated to maintain and repair the grassed area and shoreline of the Plat Drainage System and the drainage easement swales within Phase 2. If the IRC Association, because of the neglect of the Association in this regard, deems it necessary to perform the Association's obligation set forth in this paragraph, the Association shall pay within thirty (30) days of billing to it by the IRC Association for such work. Interest on any unpaid statement will accrue at ten percent (10%), after said thirty (30) day period.

Section 4: IRC Plat Dedication Modifications. Notwithstanding the provisions of paragraph 1, "Private Street and Right of Ways", paragraph 4 "Recreation Tracts", and paragraph 5, "Tract B Landscape Buffer and Sidewalks, of Certification of Dedication set forth in the IRC Plat, the Declarant as owner of the property described in the Plat, future Lot Owners, Indian River Courts, the Association and the IRC Association agree the following will control:

- (A) As to the Private Streets and Right-of-Ways, Indian River Courts, future owners of property in Phase 1, and the IRC Association shall have no right of use nor obligation to maintain the Phase 2 private streets and right of ways and the Association shall have no right of use nor obligation to maintain the Phase 1 private streets and right-of-ways. The IRC Association shall have the obligation to maintain the Phase 1 private streets and right-of-ways. The Association shall have the obligation to maintain the Phase 2 private streets and right-of-ways.
- (B) As to the Recreation Tracts, Indian River Courts, future owners of property in Phase 1 and the IRC Association shall have no right of use nor obligation to maintain the Phase 2 Recreation Tract and the Declarant, Lot owners and the Association shall have no right of use nor obligation to maintain the Phase 1 Recreation Tract. The IRC Association shall have the obligation to maintain the Phase 1 Recreation. The Association shall have the obligation to maintain the Phase 2 Recreation Tract.
- (C) Tract "B" and sidewalks of Phase 2 that are located in said Phase 2 shall be maintained by the Association, the IRC Association shall have no obligation in this regard.

Section 5: Indian River County and St. Johns River Water Management District. The Association and the IRC Association will seek approval of the Amendments to the IRC Plat Dedications, this Declaration and the IRC Declaration.

Section 6: Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded among the Public Records of Indian River County, Florida. Any amendment to the Covenants and Restrictions which

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alter any provision relating to the surface water or Stormwater Management System, beyond maintenance in its original conditions, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CRISTINA VAZQUEZ
C V

NATIONWIDE MANAGEMENT
SERVICES CORP.

By: [Signature]
Name: Luis Lamar
Title: Vice Pres

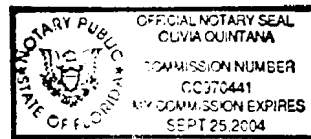
Attest: [Signature]
Name: JESSICA NEGLON
Title: AGENT

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 17 day of July, 2002, by Luis Lamar, as VICE PRESIDENT and JESSICA NEGLON, as AGENT, of NATIONWIDE MANAGEMENT SERVICES CORP., a Florida corporation, on behalf of the Corporation. They are () personally know to me or () have produced Florida drivers licenses as identification.

[Signature]
Notary Public
My Commission expires: 9/25/2004



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