

4.7. Stormwater Management System. There is hereby created and reserved a blanket easement upon, across, through, and under the Property for the ingress, egress, installation, maintenance, repair, replacement, relocation, and operation of the Stormwater Management System. This easement shall be appurtenant to and for the benefit of the Property. Said easement contemplates the construction of all stormwater drainage improvements and facilities shown on the plans for the Stormwater Management System as approved by Indian River County and the St. John's River Water Management District, and any replacement or substitute permits issued by the St. John's River Water Management District, and such additional or supplemental facilities that may be reasonably required to provide adequate storm drainage and surface water management to all portions of the Property. No one shall be permitted in the Stormwater Management System areas, except for required maintenance and inspection purposes as set forth in this Declaration. The Association does not guarantee the level of water at any time, or from time to time, in the Stormwater Management Tracts.

4.8. At least annually, the Association shall inspect and measure all Stormwater Management System located within the Property to ensure that the drainage systems are operating as designed. The Association shall modify the drainage systems should maintenance measures be insufficient to achieve the operation of the drainage systems as designed. The Association must apply for and obtain approval from the St. John's River Water Management District for any alternative design prior to installation.

5. The Association

5.1. Membership. Every Owner shall be a Member, but no Owner shall have more than one membership for each Lot owned. Membership shall not be assignable, and is not severable from the fee ownership of a Lot.

5.2. Voting by Members. Each Member shall be entitled to one vote for each Lot owned by the Member.

5.3. Construction Commencement and Completion. Construction of a Residential Unit must commence within two (2) years of purchase of the Lot by any person, including any Builder, and must be completed within nine (9) months after the date of commencement of construction. If the construction is not started or completed within said nine (9) month period, the Association shall have the right, but not the obligation, to maintain the Lot in a neat and orderly condition until completion of construction. All costs incurred by the Association in doing so shall constitute a special assessment against the Lot and the Owner, enforceable as provided herein.

6. Use Restrictions

6.1. Compliance with Zoning Ordinances. No use may be made of a Residential Unit, Lot, or the Common Areas that violates any applicable zoning ordinance; the applicable building permit for any Residential Unit; or the approved "Site Construction Plans" for the Common Areas.

6.2. Rules and Regulations. No person shall use the Common Areas, any Residential Unit, or any part of either of the foregoing in any manner contrary to the rules and regulations adopted by the Board.

October 22, 2009

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A TRUE COPY
CERTIFICATION ON LAST PAGE
J.K. BARTON, CLERK

6.3. Offensive Conduct. No behavior or practice shall be permitted on the Common Areas, any Lot, or any Residential Unit that endangers or unreasonably annoys any Owner or other authorized user of the Common Areas; or that might cause the premiums for insurance on the Common Areas to be increased. No immoral or unlawful use shall be made of any part of the Common Areas or any Lot. The Board is hereby granted the power to make and enforce reasonable rules and regulations in furtherance of this provision.

6.4. Animals. No animal owned by (or in the custody of) any Owner, Resident, or their respective tenants or guests shall be permitted on the Property or the Common Areas except when it is leashed or carried by hand. The Board may temporarily or permanently ban any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering, or otherwise from the Common Areas; the Property, generally; any Lot; or any Residential Unit. No animal may be kept on the Property or any Residential Unit for commercial or breeding purposes. No animal may be kept outside a Residential Unit unless someone is present in the Residential Unit. Any person owning or walking a dog anywhere on the Property shall pick up and remove any solid animal waste deposited by the dog. All animals and animal owners are subject to the animal control laws of the County while in or on the Property.

6.5. Prohibition on Use of Stormwater Management System Areas. No one shall be permitted in the Stormwater Management System areas, except for required maintenance and inspection purposes as set forth in this Declaration.

6.6. Water Conservation. No one shall replace, remove, or alter any device which controls the amount or times of water distribution to any Lot and which was installed on the Lot as part of the Irrigation System; provided, however, that an Owner may repair or replace such device with a device that is similar or better, and that meets all restrictions imposed by St. Johns River Water Management District in effect at the time the repair or replacement is made.

6.7. One Unit Per Lot; Roof Materials. Only one Residential Unit shall be constructed on any Lot. Such Residential Unit shall comply with minimum standards as specified by the Architectural Review Board. The minimum square footage of the air-conditioned portion of a dwelling (excluding the garage) shall be 1,750 square feet. All roofs shall be constructed of barrel tile, cement or masonry tile, architectural asphalt shingles, or metal; provided, however, that the construction or installation of any new roof, or the construction or installation of any re-roofing that occurs after any Residential Unit is originally constructed must receive the prior approval of the Architectural Review Board.

6.7.1. No Residential Unit originally constructed as a one-story dwelling shall have a second story added that is less than 1,000 square feet of air-conditioned living area. All garages shall remain as garages, and no garage, or portion thereof, shall be converted to air-conditioned living area/space including, but not limited to, a bedroom, a living room, dining room, a family room, study, den, or the like. Further, no garage door may be changed to a screen door or a glass door nor may screen doors or glass doors be added in front of or behind an existing garage door. Any Residential Unit that was originally constructed without a garage shall have the "garage area" retrofitted as a garage by the earlier of December 31, 2019 or the first sale of the Residential Unit that occurs after this Declaration is recorded.

6.8. Occupancy. No Residential Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Residential Unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other Residents of the Preserve.

6.9. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use that involves clients, customers, business shipments, or business deliveries to and from any Lot or Residential Unit, shall be conducted upon any portion of the Property or within any Lot or Residential Unit by ~InYOwner or Resident of the Property. Any business currently operated by an Owner or Resident in any Residential Unit on the date this Declaration is recorded, is hereby deemed approved; provided, however, that such approval does not extend to: an additional business operated by the same Owner or Resident at the same Residential Unit; or any specific Residential Unit, Lot, or Resident..

6.10. leases. All leases or rentals of a Residential Unit must be in writing. Any lessee or tenant is and shall be in all respects subject to the terms and conditions of this Declaration, and the rules and regulations adopted hereunder. No specific lease provision to this effect is required, and any such lessee or tenant is charged with notice of this provision and this Declaration, generally. Copies of all signed leases shall be delivered to the Association or, if directed by the Association, the management company at least fifteen (15) days prior to occupancy by the tenant(s). No lease shall be for a period of less than twelve (12) months. The Board may: (a) require the payment of a security deposit in an amount of up to Five Hundred Dollars (\$500) to the Association as a condition to any lease; (b) establish an application fee of up to Two Hundred and Fifty Dollars (\$250) in addition to the security deposit; and (c) establish an interview and prior approval process for all leases, all as more specifically set forth in the rules and regulations of the Association.

6.11. Outside Storage of Personal Property; Location of Sports or Play Structures. The personal property of any Owner or Resident shall be kept inside the Residential Unit or within a fenced area; a landscape-screened area; or a patio area, so as not to be visible from the street front or side of such Residential Unit. This restriction shall not apply to patio furniture kept on the front or back porch or patio of any Residential Unit. All childrens' toys must be moved inside the Residential Unit by 10 PM each day. The following items are specifically prohibited: basketball hoops of any nature whatsoever; construction equipment; swing sets in the front yard; and fountains and statues in the turf area of a lawn. No movable or permanent structures or apparatuses related to physical fitness, sports, or recreation shall be located on any Lot where any such items are visible from the street (curb) front of any Residential Unit. The placement of a swing set in the back or side of any Lot shall be determined in each case by the Architectural Review Board. Fountains and statues are allowed in the mulched areas of a lot; provided that the mulched areas are not unreasonably expanded into the turf area of a Lot. Fountains and statues are allowed in the mulched areas of a lot; provided that the mulched areas are not unreasonably expanded into the turf area of a lot; and further provided that fountains, as installed, shall be four (4) feet or under in height and statues, as installed, shall be three (3) feet or under. All fountains and statues currently located on any Lot on the date this Declaration is recorded, are hereby deemed approved; provided, however, that such approval does not extend to any new or additional fountains and statues to be located on the same Lot unless any new or additional fountain, as installed, is four (4) feet or under and any new or additional statue, as installed, is three (3) feet or under, and located as allowed in this Declaration .

6.12. Prohibition on Certain Structures. No portable, storage, temporary, or accessory buildings or structures, whether permanent or temporary, shall be erected, constructed, or located upon any Lot for storage or otherwise. Notwithstanding the foregoing, a storage unit of no larger than three (3) feet in height may be placed within the patio of any Residential Unit. Tents are allowed, for parties and other similar events, for no more than 48 hours to include delivery, set up, the event itself, and removal of the tent.

6.13. Trash and Yard Trash. Each Resident and Owner shall regularly pick up all garbage, trash, refuse, or rubbish (collectively, "Trash") and landscape trimmings and other yard trash ("Yard Trash") on the Owner's Lot. Trash and Yard Trash that is required to be placed at the street (curb) front of the Lot to be collected shall only be placed and kept at the street (curb) front of the Lot after dusk on the day before the scheduled day(s) of collection. All Trash receptacles and recycling bins must be removed from the street (curb) front and placed inside the Residential Unit after collection by the end of the collection day(s). All Trash must be placed in appropriate Trash receptacles; and all Yard Trash must be placed in bags or otherwise properly contained as required for commercial curbside pick-up. All Trash receptacles and Yard Trash shall be stored inside a Residential Unit or within a fenced-in area that is screened from view from the street (curb) front of a Residential Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. All Trash receptacles shall have a securely-fitting lid.

6.14. Vehicles /Vessels.

6.14.1. The following are permitted Owner/Resident Vehicles /Vessels:

- (A.) Private passenger autos, pick-up trucks, mini-vans, and sport utility vehicles.
- (B.) Motorcycles, motorscooters, mopeds and other similar licensed/registered street-legal vehicles under the following conditions: (1) On-site use of these vehicles is restricted to operation between Residential Unit and Preserve entrance/exit gates; (2) These vehicles may only be parked and stored in the Residential Unit's garage; and (3) These permitted vehicles must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the Residents of the Preserve.
- (C.) Canoes, kayaks, and small boats/trailers under 16 feet are restricted to garage storage with the garage doors closed.

6.14.2. The following are excluded Owner/Resident Vehicles:

- (A.) Commercial vehicles. Vehicles with commercial letters and/or signs; vehicles with commercial equipment in or on the vehicle; panel vans; boats; boat trailers; motorized scooters; ATV's; go-carts; recreational vehicles; trailers; campers; and any non-licensed or non-titled vehicles/vessels. Pursuant to Florida law, police vehicles are not commercial vehicles and, therefore, are exempt from the prohibition on commercial vehicles.
- (B.) Boats/trailers; trailers; motor homes; moving trucks; recreational vehicles may be parked on a Residential Unit's driveway for an occasional 24 hour period.

6.14.3. Additional Restrictions.

- (A.) Vehicles may not be parked on lawns or Common Areas.
- (B.) No Owner/Resident may keep more than four motor vehicles within the driveway of any Lot on a permanent basis.

(C.) No vehicle of any nature shall be parked in the streets or Common Areas overnight, that is, between the hours specified in the reasonable rules and regulations adopted by the Association.

(D.) All vehicles parked on a driveway of any Lot or in the streets within the Preserve must be in good condition and no vehicle which is unlicensed or that cannot operate on its own power shall remain on a driveway of any Lot or within the Preserve for more than 24 hours

(E.) All vehicle/vessel repairs and or restorations must be performed in the interior of the Residential Unit's garage.

6.14.4. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while in connection with providing service to any Lot; Residential Unit; or Common Area of the Preserve.

6.15. Landscaping.

6.15.1 The installation and maintenance of landscaping on the Common Areas shall be the responsibility of the Association.

6.15.2. Each Owner shall install and maintain tasteful landscaping on his/her Lot. For those Residential Units built after Turnover, the landscaping must be approved and installed in accordance with landscaping plans approved by the Architectural Review Board. All Owners must maintain all grass and landscaping in their Lots in a first class condition, providing sufficient mowing, edging, fertilizing, weeding, lawn and ornamentals pest control, replacement of dead grass and landscaping as necessary. Failure of an Owner to maintain the grass and landscaping as required herein shall allow the Association to impose a fine as set forth herein, or contract for the appropriate service and bill the Owner therefore as a special assessment, or both, in the discretion of the Board.

6.15.3. All lots improved with a dwelling shall, before occupancy of the dwelling, be entirely sodded (except for landscaped areas) with Floritclm 51. Augustine Bitter Blue grass. All such grass, together with all required landscaping and all additional and other landscaping on a Lot, shall be irrigated with an underground sprinkler system connected to the Irrigation System. The Limited Common Element component of the Irrigation System in and on each Lot shall be designed and constructed to provide no more than the allowable water application rate of water flow or distribution on such Lot, as allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County. No Owner shall alter or permit alteration of the limited Common Element component of the Irrigation System in and on each Lot, or the Irrigation System itself, to allow more water distribution per minute than allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County. The Owner shall also be responsible to maintain and repair the non- Limited Common Element portion of the Irrigation System to prevent usage of more water per minute than allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County. All Owners must strictly adhere to the applicable and then-current "Watering Schedules" promulgated by the St. Johns River Water Management District or the County from time to time.

6.15.4. All Residential Units shall be required to include landscaping costing at least \$3500 exclusive of the cost of sod and Irrigation System.

6.15.5. No trees with a caliper of four (4) inches or greater may be removed from any Lot without the prior written consent of the ARB. Consent shall be in the sole discretion of the ARB. All trees installed shall be in compliance with current Indian River County landscape regulations.

6.16. Initial Irrigation Fee. Developer or its assigns has installed the Irrigation System, which includes wells, pumps, a pump house, and related facilities, on or under the Common Areas. The Irrigation System shall be the primary source of irrigation for the Common Areas and each Lot. No wells are allowed on any Lot for any purpose. Upon the conveyance of each Lot from the Developer, the initial transferee shall be charged a \$500 connection fee.

6.17. Landscape Tracts. Pursuant to the Plat, the Landscape Tracts are dedicated in perpetuity to the Association, and the Association has the perpetual maintenance obligation for the Landscape Tracts. The Owners of all perimeter Lots abutting both 5th Street SW and 20th Ave. SW agree to assist the Association in the maintenance of a vegetative wall at least 6' in height from side lot line to side lot line. The buffer shall be dense enough from top to bottom so that it provides a visual barrier. The vegetation shall be of plants indigenous to central Florida, and the Association shall have the perpetual obligation to maintain the buffer according to this section and the Plat in a live and neat condition. The area of the landscape buffer described in this paragraph is the rear 25' c)feach of the Lots described herein.

6.18. Maintenance. Each Owner shall maintain his/her Lot, Residential Unit, and all improvements upon his/her Lot in first class condition at all times, except any portions situated thereon that are Limited Common Elements to be maintained by the Association as provided in this Declaration. The exterior of all Residential Units, including, but not limited to, roofs, walls, windows, patio areas, pools, screening, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other Residential Units. No rust deposits on the exterior of any Residential Unit; peeling of paint; or discoloration of paint shall be permitted. No Owner shall change the exterior color of his/her Residential Unit without the prior written consent of the ARB. All sidewalks, driveways and parking areas within each Lot shall be cleaned and kept free of debris. Cracks, damaged and/or eroding areas on sidewalks, walkways, driveways, and parking areas within each lot shall be promptly repaired, replaced, and/or resurfaced as necessary.

6.19. Air Conditioning Units and Other Equipment. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. All exterior air conditioning units, pumps, electric, mechanical, and all other equipment (including, but not limited to, pool and spa equipment) must be screened from view by landscaping or other Association approved materials. No exterior air conditioning units or other equipment shall be placed in the front of a Residential Unit.

6.20. Clothesline and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is mandated by governmental authorities for energy conservation purposes. The Association shall have the right to approve, in writing, the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard; provided, however, nothing contained in this paragraph shall be construed to limit the reasonable use of energy devices based on renewable resources as provided in Florida Statutes section 163.04.

6.21. Nuisances. No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by all residents and guests.

6.22. Antenna and Satellite Dishes.

6.22.1. The following types of antennas may be installed by Owners on their Residential Units:

- (a) Satellite dish antennas that are one meter (39 in.) or less in diameter and which are designed to receive direct broadcast satellite service, including direct to home satellite service.
- (b) Satellite dish antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via wireless cable.
- (c) Any other antenna or satellite dish that Federal law, as may be amended from time to time, requires the association to permit.
- (d) All other antennas are prohibited and may not be placed upon a Residential Unit.

6.22.2. All antennas must be installed in accordance with manufacturer's specifications and State and Local Building codes. Each Residential Unit may have a maximum of two antennas. The Association's antenna and satellite dish restrictions shall not be interpreted so as to unreasonably delay installation, maintenance, or use; preclude reception of an acceptable quality signal; or cause an unreasonable increase in the cost of installation, maintenance, or use.

6.23. Walls, Fences, and Driveways. No wall or fence shall exceed six (6) feet above the finished grade of the Lot. All walls and fences shall be entirely constructed of white vinyl and approved by the ARB in writing prior to installation pursuant to the rules and regulations adopted by the Board. All fences must be set back twenty (20) feet from the front corner of the Residential Unit. Any fence that was not installed with a set back of twenty (20) feet from the front corner of the Residential Unit before this Declaration is recorded is hereby deemed allowable. Any wooden fence that was installed before this Declaration is recorded is hereby deemed allowable, but only for so long as the wooden fence is in good repair. Upon damage or destruction of such wooden fence, it shall be removed and replaced only with a white vinyl fence, subject to approval by the ARB as set forth in this Declaration. No fence shall be approved by the ARB that blocks or obstructs the view of the Stormwater Management Tracts from the Lots surrounding same. Lots 33, 41, 46, 53, 113, 136, 104, 109, 116, 131, 127, and 120 are not Lots with a view of the Stormwater Management Tracts.

6.24. Signs. No "For Sale" or "For Rent" signs shall be placed upon any Lot, Residential Unit, (specifically including the windows), Common Area, or the Property generally. Alarm signs and alarm permits are allowed to be placed in or upon any Lot and Residential Unit without the prior written consent of the Association. Any "Beware of Dog" signs must be approved by the ARB and comply with any reasonable rules and regulations adopted by the Association.

6.25. Window Treatments and Solar Panels. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. Where possible, solar

panels shall not be visible from the street(s) on which the Residential Unit is situated, unless otherwise required by applicable Florida law.

6.26. Stormwater Management. No Owner, Resident, or any other person shall do anything to adversely affect the Stormwater Management System without the prior written approval of the Association, St. Johns River Water Management District, and any other controlling governmental authority.

6.27. Swimming Pools. Construction of a swimming pool may be only of concrete or a concrete-type material. No screening of a pool area may extend beyond a line extended and aligned with the side walls of the Residential Unit. Pool screening may not be higher than two stories. No overhead electrical wires shall cross any pool. Any pool lights, other than underwater lights, must be at least four feet from the edge of the pool. No swimming pool having an elevation exceeding one foot above normal grade shall be permitted. In cases where the back yard surrounding a pool is not fenced in, the pool itself must be completely enclosed with a fence not less than five feet in height, or a screen enclosure. The entrance gate to the back yard or the pool itself, as the case may be, is to be constructed with a self-locking latch placed at least 40 inches above the ground. All swimming pools and related improvements shall also comply with all applicable zoning and other rules and regulations.

6.28. Exterior Lighting. A minimum exterior lighting plan must be included with the building plans for any new Residential Unit submitted for approval by the Owner or Builder to the Architectural Review Board. All exterior lighting shall be maintained in good working condition at all times.

6.29. Mail Boxes. All mail boxes within the Property must conform to the requirements set forth herein. All mailboxes shall be black metal, inclusive of poles and installed as approved by the ARB pursuant to the rules and regulations of the Association. All mailboxes installed on any Lot before the date this Declaration is recorded are hereby deemed to be allowable but only until they must be replaced as set forth herein. All mailboxes on all Lots shall be black metal, inclusive of poles and installed as approved by the ARB pursuant to the rules and regulations of the Association by December 31, 2019, or earlier if any pre-existing mailbox is destroyed or damaged beyond repair.

6.30. Enforcement. The Association shall be responsible for enforcing the requirements and restrictions contained in this Article 6.

6.31. Violation of Declaration.

6.31.1. In addition to all other remedies afforded by this Declaration and by law, the Board shall have the power to suspend, for a reasonable period of time, the rights of an Owner or the Owner's tenants, guests or invitees, or both, to use the Common Areas. Additionally, the Association may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner, or the Owner's tenant, guest or invitee. Such a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$10,000.00.

6.31.2. Prior to imposing any suspension or fine, the Owner shall be given at least fourteen (14) days prior written notice that the Association is considering the imposition of the suspension or fine, including: (i) a statement of the provisions of the Declarations, Bylaws, or