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Rec. 9/15/00

This instrument prepared by:
Record and return to:
Samuel A. Block, Esquire
2127 Tenth Avenue
Vero Beach, Florida 32960

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

SABAL TRACE

DECLARATION OF RESTRICTIONS ON REAL ESTATE

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TO
SABAL TRACE
DECLARATION OF RESTRICTIONS ON REAL ESTATE**

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**SABAL TRACE DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION, made this 28th day of APRIL, 2000, by MAINSTREET AT VERO BEACH, INC., a Florida Corporation (hereinafter referred to, together with its successors and assigns, as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain parcel of real estate situate in the County of Indian River, State of Florida, which is described in Exhibit No. 1 attached hereto (hereinafter referred to as the "Property") and desires to create thereon a subdivision in accordance with the approved Development Plan for the Property and the ordinances of the County of Indian River, with roads with associated lighting and medial strips to be dedicated to Indian River County for public use, and other designated facilities and services for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to assure that said community complies with the requirements of the ordinances of the County of Indian River and to provide for the maintenance of entrance median, stormwater management tract, lighting, medial strips, and other designated facilities and services, and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "Covenants"), each and all of which is and are for the benefit of the Property and each owner of any portion thereof; and

WHEREAS, Developer has deemed it desirable that a homeowners association be delegated and assigned certain powers and duties and enforcing the Covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida, as a corporation not for profit, SABAL TRACE HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares that the Property and each portion thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which Restrictions shall (a) run with the Property and bind all parties acquiring any right, title or interest in any portion of the property, and (b) be for the benefit of every portion of the Property and all owners of portions thereof and their successors and assigns.

ARTICLE I

Definitions

Section 1. The following words and terms when used in this Declaration of Covenants (unless the context requires otherwise) shall have the following meanings:

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A. "Association" shall mean the SABAL TRACE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, or its successors which acting vote of its members or through its Board of Directors constitutes the management body for the Property with the powers and duties set forth in this Declaration.

B. "Common Property" shall mean the portion of the Property consisting of the community irrigation system, easements, other rights-of-way, the main entrance, the median in the Subdivision, and all property in the Subdivision not designated as a Lot or public road.

C. "Developer" shall mean MAINSTREET AT VERO BEACH, INC. and its successors or assigns, including a successor by merger, consolidation or reorganization, a transferee or assignee of substantially all of the assets, including the Property, MAINSTREET AT VERO BEACH, INC., and a transferee or assignee of all of the interest of the Property at any time that it owns at least one Lot.

D. "Drainage Easement" shall mean the drainage easement described in that certain Drainage Easement Agreement by and between U.S. Retail Income Fund IV and Northern Trust Bank of Florida, N.A., not individually but in its fiduciary capacity as Trustee U/A dated 2/22/80, known as Trust #1-100, recorded on March 22, 2000, in Official Records Book 1323, Page 1866, Public Records of Indian River County, Florida.

E. "Lot" shall mean each separately owned parcel of the real property included in the Property, except the Common Property as shown on the recorded Plat of the Property (see Exhibit 2).

F. "Owner" shall mean the person or persons, entity or entities who is record owner of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall include Developer as to each and every Lot owned by Developer.

G. "Surface Water or Stormwater Management System" shall mean 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

H. "Subdivision" shall mean SABAL TRACE SUBDIVISION (see Exhibit 3).

ARTICLE II

The Homeowners Association

Section 1. Governance of Affairs. The Homeowners Association is a corporation not for profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Homeowners Association shall be governed by its Articles of Incorporation and its By-Laws.

Section 2. Membership. In the Homeowners Association each Lot Owner, including the Developer, shall automatically be a Member of the Homeowners Association. Said Membership is appurtenant to the ownership of each Lot and shall not be separable from the ownership of any Lot and shall be deemed to have been conveyed with the conveyance of each Lot, whether or not such Membership is expressly referred to in the instrument effecting such conveyance.

Section 3. Voting Rights. For purposes of voting, members shall be either Class "A" or Class "B" members. Class "A" members shall be entitled to one vote for each Lot owned (except Owners of "B" Lots which will not be entitled to a separate vote for that ownership) and shall consist of all Owners except Developer. Class "B" members shall be entitled to four votes for each Lot owned and shall consist solely of the Developer. The Class "B" membership shall terminate and Developer's membership shall be converted to Class "A" upon the earlier of (a) the date on which the total number of Class "A" votes equals the total number of Class "B" votes or (b) December 31, 2005.

In all voting, voting by proxy shall be permitted and any action which requires a vote may be taken by unanimous written consent without a meeting.

Section 4. Duties and Powers of the Homeowners Association. Developer hereby assigns to the Homeowners Association the duty and obligation and the sole and exclusive power and right (provided that the Homeowners Association may delegate any or all of said duties and powers to a management firm or other agents) to perform at its cost and expense each and all of the following:

A. To hold title to, and to clean, maintain, repair and replace entrance median and landscaping.

B. With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system which parts are now or hereafter installed in the medial strips of or in the rights-of-way of any portion of any of the Main Roads, to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

C. With respect to all parts of any medial strip now or hereafter within the right-of-way of any portion of any of the Main Roads, to provide litter removal, grass cutting, weed control, dry fertilizer, tree and shrub care and replacement, and repair and replacement of sprinkler pipes and heads.

D. To maintain (i) that portion of each individual Lot upon which improvements are not placed, (ii) the Common Property, and (iii) "B" Lots until said Lots are no longer owned by the Developer. The Association will have an easement for ingress and egress to maintain the portion of the property described in this subparagraph D.

E. To operate and maintain the Detention/Retention area described in the Drainage Easement.

F. With respect to all ditches, piping, and culverts situate upon any portion of the Property, to maintain the same in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

G. To take and carry out all action reasonably necessary and proper to enforce the covenants set forth in Article III of this Declaration of Covenants, including, when necessary, the commencement and maintenance of actions and suits to restrain and enjoin any breach or threatened breach of said covenants.

H. To secure and maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the Homeowners Association's performance of its duties as established by this Declaration of Covenants, which policies shall be in such reasonable amounts as the Homeowners Association shall from time to time determine, and which policies shall name the Homeowners Association and its officers, directors, employees and agents (including, but not limited to, any management firm engaged by the Homeowners Association) as incurred.

I. To secure and maintain, if available at reasonable cost, policies of directors' and officers' liability insurance, insuring the directors and officers of the Homeowners Association against personal liability arising in connection with the performance of their official duties.

J. To fix, establish and collect Annual Assessments and Additional Assessments as provided in Article V hereof.

K. To perform any other act necessary or proper to carry out any of the foregoing specified duties and obligations or any other duty or obligation expressly or impliedly established elsewhere in this Declaration of Covenants.

L. To perform any other act not authorized by Article II, Section 4 A through K of this Declaration of Covenants but necessary or proper to promote the common health, safety or welfare of the owners of the Property, provided that said act shall have been approved by:

(a) two-thirds (2/3) of the total number of votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; and,

(b) in the event that said act might, in the judgment of Developer, prejudice or tend to prejudice any interest, right, privilege, power or option of Developer, the written assent of Developer.

ARTICLE III

Protective Covenants

Section 1. Each Lot shall be used and occupied only for single family residential purposes; provided, that Developer may utilize a Lot or Lots as a sales and administrative office while Lots are being sold.

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Section 2. All improvements on the Lots shall be constructed in accordance with the requirements of Article VI below and, thereafter, maintained by the Owner in a clean, safe and attractive condition and in good repair; and, in the event of any failure to do so which continues for thirty (30) days after written notice thereof from the Board of Directors of the Homeowners Association to such Owner, the Board of Directors or its duly authorized agents shall have the right at any time and from time to time, without any liability to such Owner for trespass or otherwise, to enter upon such portion of the Property and the improvements thereon to effect such maintenance as shall be necessary to bring the same into compliance with the requirements of this Section, and the Owner responsible for said failure shall reimburse the Homeowners Association for all expenses incurred in connection therewith. The reasonable judgment of the Board of Directors of the Homeowners Association shall conclusively establish for purposes of this Declaration whether any such portion of the Property and the improvements thereon have been maintained in good condition and repair, consistent with the condition and repair of the balance of the Developed Property.

Section 3. All residence buildings shall have a minimum of nine hundred ninety five (995) square feet of enclosed floor space, not including the square footage of garages, patios, porches or accessory buildings. All garages shall be attached to the residence buildings.

Section 4. No buildings, other than one detached dwelling house with the necessary accessories, such as garage, patio and screened enclosure shall be erected, constructed, placed, maintained, occupied or permitted on any Lot, and such dwelling shall be used as a private single family residence only. Accessory buildings may not be constructed on the site.

Section 5. There will be a limited number of "B" Lots, which are marked "Option Personal Use Area Such as Pool or Garden. "B" Lots are limited to fourteen (14) by the County Land Development Regulations and these "B" Lots will be sold on a first come first sold basis. Once a "B" Lot is sold and improvements have been made to the Lot, it shall be maintained by the Owner in a clean, safe and attractive condition and in good repair in accordance with the same provisions set forth in Article III, Section 2 herein. Any use and improvements to a "B" Lot must be approved by the Architectural Review Committee.

Section 6. All garages shall be constructed to accommodate not less than one (1) car and shall be a minimum of eleven (11) feet in width; however, these homes with one car garages must have driveways that will accommodate two cars side by side so that there will be absolutely no parking in roads and right-of-ways. No automobile garage shall be enclosed or converted to other use. No carports shall be permitted.

Section 7. No structure of a temporary character, tent, mobile home, motor home or trailer shall be permitted.

Section 8. No building shall be located nearer than eighteen (18) feet to the front property line. For the purpose of this restriction, driveways, pools or gardens shall not be considered as a part of a building.

Section 9. No building shall have a roof pitch of less than 3 foot rise in 12 feet (3/12).

Section 10. All driveways shall be constructed of concrete, but none shall be constructed of loose stone, shell or other similar materials, and all driveways shall be completed to the subdivision street.

Section 11. No changes in the elevations of the land other than changes to meet government regulations shall be made on the Property.

Section 12. All exterior materials and colors must be submitted to and approved by the Architectural Review Committee.

Section 13. All plans for any construction are required to be submitted to the Developer, its successors or assigns, for approval prior to the construction process. The Developer, its successors or assigns shall retain the right to disallow any construction which does not harmonize with the external design and aesthetics of existing structures. Construction plans and specifications must show the location of the structure on the Lot which it shall be constructed.

Section 14. No dismantled automobile shall be permitted to remain on any Lot or street. This provision shall include any motor vehicle without a current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the owner.

Section 15. No trailer or habitable motor vehicles of any nature shall be kept on or stored on any part of the Property, except within an enclosed garage. No trucks of any nature shall be parked overnight on any Lot, except in an enclosed garage. No boats, on or off trailers, may be parked on any part of the Property, except in an enclosed garage. No motorcycles may be parked on any part of the Property, except in an enclosed garage.

Section 16. No tractor-trailer trucks shall be permitted to be parked on any Lot or street, other than for and during deliveries.

Section 17. No solid fences shall be erected, constructed, placed or maintained in the front yard, except a four (4) feet PVC fence extending from the front left corner of each residence. All rear fences shall be of PVC construction and shall harmonize with the community. There shall be no chain link or concrete wall fencing. All fences must be approved by the Architectural Review Committee.

Section 18. No sign of any nature shall be displayed or maintained on any Lot unless and until it has been approved by the Association. The only type of sign which will be considered by the Association for approval is one (1) professional sign per Lot, of not more than five (5) square feet, advertising the property for sale or for rent. The above covenant and restriction is limited until such time as the Developer is no longer the owner of any Lot being offered for sale, or December 31, 2005, whichever event first occurs, during which time no signs of any nature shall be displayed or maintained to the public view on any Lot except for a professional sign used by a builder or the developer to advertise the property for sale which would be no more than ten (10) square feet and not wider than four (4) feet, nor higher than ten (10) square feet and not wider than four (4) feet; nor higher than three (3) feet. The Developer reserves the right to waive this reservation by filing a written waiver on the public records of Indian River County, Florida.

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Section 19. Clothes lines shall not be located on any Lot.

Section 20. All oil tanks, bottled gas tanks, water softening equipment shall be in conformity with sanitary regulations and must be underground or placed in walled areas, and must be hidden from view by a structural wall, or hidden by appropriate landscaping which has been approved by the Architectural Review Committee, so that they shall not be visible from adjoining Lots or the main streets of the subdivision. Only plastic bags shall be utilized as garbage containers for garbage pickup. Solar heating systems shall be permitted on roofs of residences. All such areas must be approved by the Architectural Review Committee.

Section 21. All Lots shall be kept free of all accumulation of brush, trash or other material which may represent an unsightly appearance or constitute a fire hazard. In the event the owner of any Lot or Lots shall fail or refuse to keep the premises free of trash and other like material, then the Developer, its successors or assigns may enter upon said Lot or Lots and remove such refuse and charge the owners for such services. Any such entry on the part of the Developer, its successors or assigns, shall not be deemed a trespass. Absolutely no burning of trash and garbage shall be permitted on any Lot, except during the initial construction period.

Section 22. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the Architectural Review Committee concurrently with the submission for approval of the house plans. All lawns shall be solidly sodded upon the completion of the construction of the residence building and such lawns shall extend to the pavement line of the street, except for naturally wooded areas. There shall be located within the Common Property a community irrigation system of sufficient size and capacity to irrigate all the Lots and Common Property within the Subdivision. The irrigation system shall be controlled and maintained by the Association which shall include without limitation the establishment of rules and procedures for utilizing the system.

Section 23. No animals, livestock or poultry of any kind shall be raised or bred, or kept on any Lot, except that a maximum of two (2) dogs, cats or other household pets may be kept, all provided that the same are not kept, bred or maintained for any commercial purpose: and, in any event, so that the same shall not create a nuisance.

Section 24. Electrical service shall run underground.

Section 25. All antennas must be of the concealed type installed inside attic space. No antennas are allowed on the roof; however, a dish may be installed on the rear of a residence if approved by the Architectural Review Committee.

Section 26. All tree removal of any kind must be submitted to and approved by the Architectural Review Committee.

Section 27. The type and location of all mailboxes must be submitted to and approved by Architectural Review Committee.

Section 28. No individual water supply system shall be permitted.

Section 29. No Owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other Owners or which may be unsafe or hazardous.

ARTICLE IV

Easements

Section 1. No Implied Easements. Developer declares that it is not the intent of Developer nor of this Declaration of Covenants to establish any implied easements whatsoever.

Section 2. 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, without the prior written approval of the St. Johns River Water Management District.

ARTICLE V

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and agrees, and each Owner by acceptance of a deed or other evidence of ownership of a Lot, whether or not it shall be so expressed in any such deed or other evidence of ownership, shall be deemed covenant and agrees to pay to the Homeowners Association:

- A. Annual Assessments (as said term is defined in Article V, Section 3 B hereof);
- B. Special Assessments (as said term is defined in Article V, Section 4 hereof);

such assessments to be fixed, established, levied and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge on the Property and shall be a continuing lien upon the Lot, or Undeveloped Property, as the case may be, against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of the Association and for promoting the health, safety, (including security provisions) and welfare of the residents of the Properties, including specifically, but not by way of limitation, participation in and support of the Association, administrative costs of the Association, and after the Certificate of Occupancy is issued for a residence, lawn maintenance costs, costs of maintaining the Drainage Easement, costs related to pressure washing the residence annually, maintenance of Common Property and lighting.

The assessment for each Lot shall be based upon a fraction with the numerator being one (1) and the denominator being 28. In the event the Developer elects not to complete the 28 Lots, then the formula for the assessment for each Lot shall be based upon a fraction with the numerator being one (1) and the denominator being the number of Lots completed. At the time that the budget is established for the subsequent year, then all assessments will be readjusted based on the subsequent budget approved by the Association; provided, however, no assessment shall be levied against any Lot held by the Developer. If at the end of the calendar year there is a surplus of funds remaining in the Association, this surplus of funds shall be allocated to the reserve fund of the Association.

The Drainage Easement, approved by the St. Johns Water Management District, does the following:

A. Creates for the benefit of the Property a perpetual, irrevocable and non-exclusive easement for the purposes of detention and retention of storm and surface waters from the Property through the drainage system described in said easement;

B. Sets forth provisions for the Property and its subsequent owners to pay their pro rata share of the costs and expenses of operating, maintaining, repairing, and replacing the Detention/Retention area described in the Drainage Easement. The pro rata share of costs for the Property and its subsequent owners shall be a ratio of which the numerator shall be the area in acres of Property and the denominator shall be the total area in acres of all the parcels of Property which drain into and utilize the Detention/Retention area. Each Lot owner shall pay 1/28th of the above figure, which shall be included in the annual assessment.

Section 3. Amount and Basis of Annual Assessments.

A. Not less than thirty (30) days prior to the commencement of each fiscal year, the Directors of the Homeowners Association shall estimate the actual costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the Homeowners Association during such fiscal year in the performance of the duties of and exercise of the powers of the Homeowners Association set forth in Article II, Section 4 A through J of this Declaration of Covenants. The amount of the costs and expenses estimated as aforesaid shall constitute the "Annual Association Expense". The initial annual assessment per Lot shall be due and payable and collected upon transfer of Lot by the Developer. The Developer shall be excused from payment of any assessment provided Developer makes up any shortfall in the annual Association Expense during the time it is excused from payment.

B. The Annual Association Expense shall be assessed to the Owners as the Annual Assessment in the following shares: Each Lot Owner shall be assessed a percentage of the Annual Association Expense expressed as a fraction, the numerator of which is one (1), and the denominator of which is twenty eight (28). In the event the Developer elects not to complete the 28 Lots, then the formula for the assessment for each Lot shall be based upon a fraction with the numerator being one (1) and the denominator being the number of Lots completed.

Section 4. Special Assessments. In addition to the general assessment hereinabove authorized, the Association may levy a special assessment for the purpose of defraying the cost

of any new construction or repair or replacement of a capital improvement of the Association, or the need for additional services such as security; provided, however, that any such assessment must first be approved by two-thirds (2/3) vote of the members. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting and shall set forth the purpose of the meeting. The date or dates on which such special assessment shall be due and payable shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Payment of Assessments.

A. Annual Assessments shall be due and payable by the Owners to the Homeowners Association in two equal installments, with the installment dates being determined by the Board of Directors of the Association.

B. The date or dates upon which any Additional Assessments shall be due and payable shall be fixed in the resolution authorizing such assessment.

C. The Homeowners Association shall upon demand, at any time, furnish to any Owner liable for any Annual or Special Assessment, a certificate in writing, signed by an officer of the Homeowners Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments: The Lien; Remedies of Homeowners Association. If any Annual or Additional Assessment or any installment of either is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which each such assessment is made, which shall bind such Lot, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the delinquent assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by law, and the Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, Property or Undeveloped Property, as the case may be, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee (including, but not limited to, attorneys' fees for any appellate proceedings) to be fixed by the court together with the costs of the action.

Section 7. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article in this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, federal or state savings and

loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

ARTICLE VI

Architectural Control

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, driveway, screen enclosure, sewer, drain, disposal system, decorative buildings, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Review Criteria established by the Association.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee, which shall consist of three (3) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the Architectural Review Committee or such lesser number as it may choose, as long as it owns at least one Lot in SABAL TRACE. The Developer may appoint itself as the sole member of the Architectural Review Committee. Members of the Architectural Review Committee as to whom Developer may relinquish the right to appoint, and all members of the Architectural Review Committee after Developer no longer owns at least one Lot in SABAL TRACE shall be appointed by, and shall serve at, the pleasure of the Board of Directors of the Association. A majority of the Architectural Review Committee shall constitute a quorum to transact business at any meeting of the Architectural Review Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Review Committee. Any vacancy occurring on the Architectural Review Committee because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services by any member of the Architectural Review Committee appointed by Developer.

Section 3. Powers and Duties of the Architectural Review Committee. The Architectural Review Committee shall have the following powers and duties: To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of

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the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Purpose of Architectural Review Committee. The Architectural Review Committee shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the subdivision. The Architectural Review Committee shall review all plans for said improvements, it being the intent of the Developer to provide for sound and esthetically pleasing development of the subdivision. The Architectural Review Committee shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvements, topography, and conformity to the Restrictive Covenants imposed hereunder.

Section 5. Procedure before the Architectural Review Committee. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the Architectural Review Committee a complete set of plans and specifications for any improvement or structure of any kind, together with such fully executed form and fees as may then be required of the Architectural Review Committee and such additional information as required by this Declaration. No later than thirty (30) days after receipt of said plans and specifications, the Architectural Review Committee shall respond to the application in writing by approving said application or disapproving said application. In the event the Architectural Review Committee fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement.

Section 6. Construction. Construction must commence within a reasonable time after obtaining Architectural Review Committee approval and must be completed within twelve (12) months from the time of laying foundation. All necessary building and related permits must be obtained prior to the commencement of construction and all construction must be performed in accordance with applicable building codes and the approved plans and specifications. Any change in plans and specifications from those approved by the Committee must be submitted to the Committee for specific approval.

Section 7. Landscape Control. No earth, dirt, soil, or rock shall be removed from any Lot, nor shall any tree be removed from any Lot, nor shall any shrub with a branch spread of more than four (4) feet be removed from any Lot, nor shall any earth, dirt, soil, or rocks be brought into any Lot, without the approval of the Architectural Review Committee. Plantings at each constructed residence shall be limited to the area immediately adjacent to the structure of the residence.

Section 8. Sign Control. No sign or billboard shall be placed on the property without the approval of the Architectural Review Committee.

Section 9. Utility Control. No pipes for water, gas, sewer, drainage, or other purposes, and wires, poles and other facilities for the transmission or reception of electricity,

and utility meters and other utility facilities shall be constructed or maintained above or below the surface of the ground without the approval of the Architectural Review Committee.

ARTICLE VII

Surface Water or Stormwater Management System

Section 1. Use of Property. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. John's River Water Management District.

Section 2. Amendment. Any amendment to the Declaration of Covenants, Restrictions and Easements which alters 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. John's River Water Management District.

Section 3. Enforcement. The St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE VIII

Amendments

All or any part of the Declaration of Covenants, Restrictions and Easements may be amended or terminated by filing of record a statement, in resolution form, setting forth the amendment or termination signed by:

A. Members possessing at least two thirds (2/3) of the total number of votes possessed by all Members, provided, however, with respect to any amendment or termination being filed of record prior to December 31, 2005, it shall also be signed and approved by the Developer.

B. No amendment or termination filed on the public records shall require or need consent or joinder by any mortgagee or lienholder holding a lien upon all or any portion of any Lot.

C. A Certificate, certifying the resolutions made, shall be executed by Sabal Trace Homeowners Association, Inc. and shall accompany said amendment or termination filed, and shall be recorded simultaneously therewith on the public records of Indian River County, Florida.

D. Any amendment shall in no way affect, diminish, impair, or take away any of the Developer's rights and reservations granted and reserved in this Declaration. Further no amendment can limit, void, or cancel the right of ingress and egress over the roadway located in SABAL TRACE Subdivision granted to the Developer.

ARTICLE IX

General Provisions

Section 1. Binding Effect. The Covenants shall run with and bind the Property and shall inure to the benefit of, and be enforceable by the Homeowners Association, any Owner, or their respective legal representatives, heirs, successors and assigns, provided that no Owner or other person or entity shall have any personal liability under, or in connection with this Declaration, it being intended that all liabilities under the Declaration shall be enforceable only out of an Owner's interest in the Property or in any improvements now or hereafter constructed upon the Property.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration of Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Homeowners Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot and the Undeveloped Property to enforce any lien created by this Declaration of Covenants, and failure by the Homeowners Association 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.

Section 4. Construction. The Homeowners' Association shall have the right to construe and interpret the provisions of this Declaration of Covenants, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 5. Term. Each provision of this Declaration shall continue and remain in full force and effect until January 1, 2030, and thereafter for successive periods of ten (10) years unless within one year prior to January 1, 2030, or within one year prior to the expiration of any such ten-year period of extended duration, this Declaration is terminated by recorded instruments signed by the owners of not less than two-thirds (2/3) of the Lots in existence as of the date of such instrument of termination.

Section 6. Limited Liability. The officers, directors, and members of the Association shall not be personally liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Association shall defend, indemnify and hold its officers, directors and members harmless from any such liability.

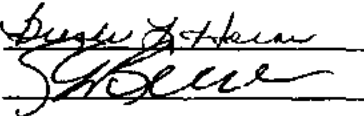
Section 7. Severability. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8. Laws Governing. It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

IN WITNESS WHEREOF, the said MAINSTREET AT VERO BEACH, INC., a Florida Corporation, has caused this Declaration of Covenants to be duly executed the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

MAINSTREET AT VERO BEACH, INC., a
Florida Corporation


Suzanne J. Horne

By: 
ROBERT A. PETERS, Vice President

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Before me personally appeared ROBERT A. PETERS, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as Vice President of the above named MAINSTREET AT VERO BEACH, INC., a corporation, and acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 23 day of April, 2000.


Suzanne J. Horne
Notary Public, State of Florida
at Large. My commission expires:

(SEAL)

THIS INSTRUMENT PREPARED BY:

SAMUEL A. BLOCK, P.A.
2127 Tenth Avenue
Vero Beach, Florida 32960
(561) 562-1600
fax: (561) 562-1740



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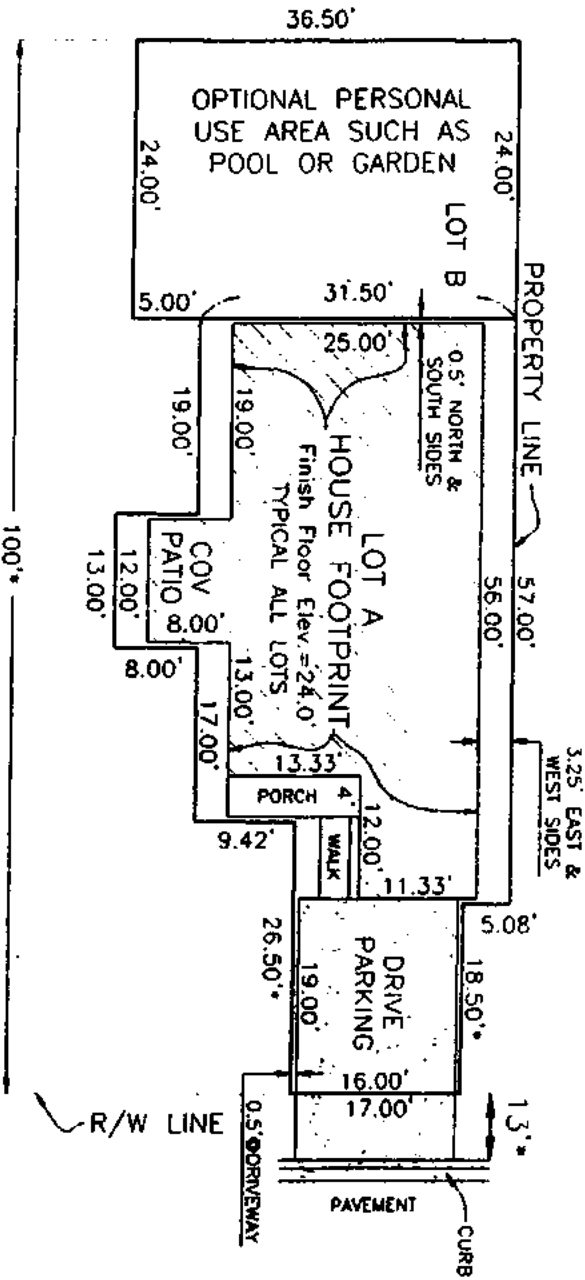
181360PG1026

LEGAL DESCRIPTION

The North 359.41 feet of Tract 8, Section 5, Township 33 South, Range 39 East, less highway right-of-way and also less that portion of road right-of-way as in Plat Book 13, Page 83, and less road right-of-way for 58th Avenue as in O.R. Book 1111, Page 1077, Indian River County, Florida, and less the West 5.40 acres thereof.

Together with a Drainage Easement described in that certain Drainage Easement Agreement by and between U.S. Retail Income Fund IV and Northern Trust Bank of Florida, N.A., not individually but in its fiduciary capacity as Trustee U/A dated 2/22/80, known as Trust #1-100, recorded on March 22, 2000, in Official Records Book 1323, Page 1866, Public Records of Indian River County, Florida..

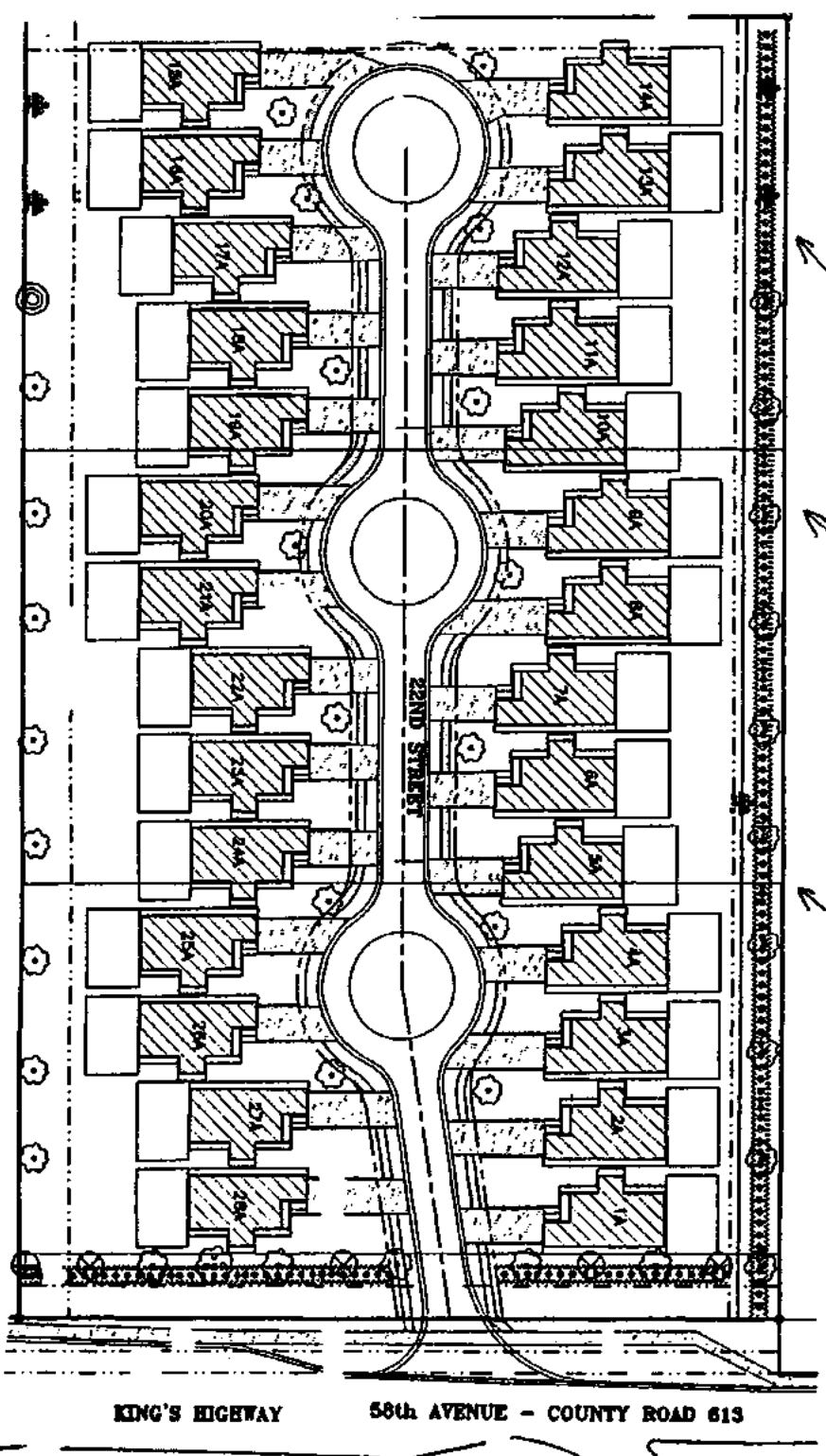
EXHIBIT NO. 1
to
SABAL TRACE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS



TYPICAL LOT

* THESE DIMENSIONS MAY VARY AT CUL-DE-SAC AND ENTRANCE

EXHIBIT 2



1/8" = 10'	1/4" = 20'	1/2" = 40'	3/4" = 60'	1" = 80'	1 1/4" = 100'	1 1/2" = 120'	1 3/4" = 140'	2" = 160'	2 1/4" = 180'	2 1/2" = 200'	2 3/4" = 220'	3" = 240'	3 1/4" = 260'	3 1/2" = 280'	3 3/4" = 300'	4" = 320'	4 1/4" = 340'	4 1/2" = 360'	4 3/4" = 380'	5" = 400'	5 1/4" = 420'	5 1/2" = 440'	5 3/4" = 460'	6" = 480'	6 1/4" = 500'	6 1/2" = 520'	6 3/4" = 540'	7" = 560'	7 1/4" = 580'	7 1/2" = 600'	7 3/4" = 620'	8" = 640'	8 1/4" = 660'	8 1/2" = 680'	8 3/4" = 700'	9" = 720'	9 1/4" = 740'	9 1/2" = 760'	9 3/4" = 780'	10" = 800'	10 1/4" = 820'	10 1/2" = 840'	10 3/4" = 860'	11" = 880'	11 1/4" = 900'	11 1/2" = 920'	11 3/4" = 940'	12" = 960'	12 1/4" = 980'	12 1/2" = 1000'	12 3/4" = 1020'	13" = 1040'	13 1/4" = 1060'	13 1/2" = 1080'	13 3/4" = 1100'	14" = 1120'	14 1/4" = 1140'	14 1/2" = 1160'	14 3/4" = 1180'	15" = 1200'	15 1/4" = 1220'	15 1/2" = 1240'	15 3/4" = 1260'	16" = 1280'	16 1/4" = 1300'	16 1/2" = 1320'	16 3/4" = 1340'	17" = 1360'	17 1/4" = 1380'	17 1/2" = 1400'	17 3/4" = 1420'	18" = 1440'	18 1/4" = 1460'	18 1/2" = 1480'	18 3/4" = 1500'	19" = 1520'	19 1/4" = 1540'	19 1/2" = 1560'	19 3/4" = 1580'	20" = 1600'	20 1/4" = 1620'	20 1/2" = 1640'	20 3/4" = 1660'	21" = 1680'	21 1/4" = 1700'	21 1/2" = 1720'	21 3/4" = 1740'	22" = 1760'	22 1/4" = 1780'	22 1/2" = 1800'	22 3/4" = 1820'	23" = 1840'	23 1/4" = 1860'	23 1/2" = 1880'	23 3/4" = 1900'	24" = 1920'	24 1/4" = 1940'	24 1/2" = 1960'	24 3/4" = 1980'	25" = 2000'	25 1/4" = 2020'	25 1/2" = 2040'	25 3/4" = 2060'	26" = 2080'	26 1/4" = 2100'	26 1/2" = 2120'	26 3/4" = 2140'	27" = 2160'	27 1/4" = 2180'	27 1/2" = 2200'	27 3/4" = 2220'	28" = 2240'	28 1/4" = 2260'	28 1/2" = 2280'	28 3/4" = 2300'	29" = 2320'	29 1/4" = 2340'	29 1/2" = 2360'	29 3/4" = 2380'	30" = 2400'	30 1/4" = 2420'	30 1/2" = 2440'	30 3/4" = 2460'	31" = 2480'	31 1/4" = 2500'	31 1/2" = 2520'	31 3/4" = 2540'	32" = 2560'	32 1/4" = 2580'	32 1/2" = 2600'	32 3/4" = 2620'	33" = 2640'	33 1/4" = 2660'	33 1/2" = 2680'	33 3/4" = 2700'	34" = 2720'	34 1/4" = 2740'	34 1/2" = 2760'	34 3/4" = 2780'	35" = 2800'	35 1/4" = 2820'	35 1/2" = 2840'	35 3/4" = 2860'	36" = 2880'	36 1/4" = 2900'	36 1/2" = 2920'	36 3/4" = 2940'	37" = 2960'	37 1/4" = 2980'	37 1/2" = 3000'	37 3/4" = 3020'	38" = 3040'	38 1/4" = 3060'	38 1/2" = 3080'	38 3/4" = 3100'	39" = 3120'	39 1/4" = 3140'	39 1/2" = 3160'	39 3/4" = 3180'	40" = 3200'	40 1/4" = 3220'	40 1/2" = 3240'	40 3/4" = 3260'	41" = 3280'	41 1/4" = 3300'	41 1/2" = 3320'	41 3/4" = 3340'	42" = 3360'	42 1/4" = 3380'	42 1/2" = 3400'	42 3/4" = 3420'	43" = 3440'	43 1/4" = 3460'	43 1/2" = 3480'	43 3/4" = 3500'	44" = 3520'	44 1/4" = 3540'	44 1/2" = 3560'	44 3/4" = 3580'	45" = 3600'	45 1/4" = 3620'	45 1/2" = 3640'	45 3/4" = 3660'	46" = 3680'	46 1/4" = 3700'	46 1/2" = 3720'	46 3/4" = 3740'	47" = 3760'	47 1/4" = 3780'	47 1/2" = 3800'	47 3/4" = 3820'	48" = 3840'	48 1/4" = 3860'	48 1/2" = 3880'	48 3/4" = 3900'	49" = 3920'	49 1/4" = 3940'	49 1/2" = 3960'	49 3/4" = 3980'	50" = 4000'	50 1/4" = 4020'	50 1/2" = 4040'	50 3/4" = 4060'	51" = 4080'	51 1/4" = 4100'	51 1/2" = 4120'	51 3/4" = 4140'	52" = 4160'	52 1/4" = 4180'	52 1/2" = 4200'	52 3/4" = 4220'	53" = 4240'	53 1/4" = 4260'	53 1/2" = 4280'	53 3/4" = 4300'	54" = 4320'	54 1/4" = 4340'	54 1/2" = 4360'	54 3/4" = 4380'	55" = 4400'	55 1/4" = 4420'	55 1/2" = 4440'	55 3/4" = 4460'	56" = 4480'	56 1/4" = 4500'	56 1/2" = 4520'	56 3/4" = 4540'	57" = 4560'	57 1/4" = 4580'	57 1/2" = 4600'	57 3/4" = 4620'	58" = 4640'	58 1/4" = 4660'	58 1/2" = 4680'	58 3/4" = 4700'	59" = 4720'	59 1/4" = 4740'	59 1/2" = 4760'	59 3/4" = 4780'	60" = 4800'	60 1/4" = 4820'	60 1/2" = 4840'	60 3/4" = 4860'	61" = 4880'	61 1/4" = 4900'	61 1/2" = 4920'	61 3/4" = 4940'	62" = 4960'	62 1/4" = 4980'	62 1/2" = 5000'	62 3/4" = 5020'	63" = 5040'	63 1/4" = 5060'	63 1/2" = 5080'	63 3/4" = 5100'	64" = 5120'	64 1/4" = 5140'	64 1/2" = 5160'	64 3/4" = 5180'	65" = 5200'	65 1/4" = 5220'	65 1/2" = 5240'	65 3/4" = 5260'	66" = 5280'	66 1/4" = 5300'	66 1/2" = 5320'	66 3/4" = 5340'	67" = 5360'	67 1/4" = 5380'	67 1/2" = 5400'	67 3/4" = 5420'	68" = 5440'	68 1/4" = 5460'	68 1/2" = 5480'	68 3/4" = 5500'	69" = 5520'	69 1/4" = 5540'	69 1/2" = 5560'	69 3/4" = 5580'	70" = 5600'	70 1/4" = 5620'	70 1/2" = 5640'	70 3/4" = 5660'	71" = 5680'	71 1/4" = 5700'	71 1/2" = 5720'	71 3/4" = 5740'	72" = 5760'	72 1/4" = 5780'	72 1/2" = 5800'	72 3/4" = 5820'	73" = 5840'	73 1/4" = 5860'	73 1/2" = 5880'	73 3/4" = 5900'	74" = 5920'	74 1/4" = 5940'	74 1/2" = 5960'	74 3/4" = 5980'	75" = 6000'	75 1/4" = 6020'	75 1/2" = 6040'	75 3/4" = 6060'	76" = 6080'	76 1/4" = 6100'	76 1/2" = 6120'	76 3/4" = 6140'	77" = 6160'	77 1/4" = 6180'	77 1/2" = 6200'	77 3/4" = 6220'	78" = 6240'	78 1/4" = 6260'	78 1/2" = 6280'	78 3/4" = 6300'	79" = 6320'	79 1/4" = 6340'	79 1/2" = 6360'	79 3/4" = 6380'	80" = 6400'	80 1/4" = 6420'	80 1/2" = 6440'	80 3/4" = 6460'	81" = 6480'	81 1/4" = 6500'	81 1/2" = 6520'	81 3/4" = 6540'	82" = 6560'	82 1/4" = 6580'	82 1/2" = 6600'	82 3/4" = 6620'	83" = 6640'	83 1/4" = 6660'	83 1/2" = 6680'	83 3/4" = 6700'	84" = 6720'	84 1/4" = 6740'	84 1/2" = 6760'	84 3/4" = 6780'	85" = 6800'	85 1/4" = 6820'	85 1/2" = 6840'	85 3/4" = 6860'	86" = 6880'	86 1/4" = 6900'	86 1/2" = 6920'	86 3/4" = 6940'	87" = 6960'	87 1/4" = 6980'	87 1/2" = 7000'	87 3/4" = 7020'	88" = 7040'	88 1/4" = 7060'	88 1/2" = 7080'	88 3/4" = 7100'	89" = 7120'	89 1/4" = 7140'	89 1/2" = 7160'	89 3/4" = 7180'	90" = 7200'	90 1/4" = 7220'	90 1/2" = 7240'	90 3/4" = 7260'	91" = 7280'	91 1/4" = 7300'	91 1/2" = 7320'	91 3/4" = 7340'	92" = 7360'	92 1/4" = 7380'	92 1/2" = 7400'	92 3/4" = 7420'	93" = 7440'	93 1/4" = 7460'	93 1/2" = 7480'	93 3/4" = 7500'	94" = 7520'	94 1/4" = 7540'	94 1/2" = 7560'	94 3/4" = 7580'	95" = 7600'	95 1/4" = 7620'	95 1/2" = 7640'	95 3/4" = 7660'	96" = 7680'	96 1/4" = 7700'	96 1/2" = 7720'	96 3/4" = 7740'	97" = 7760'	97 1/4" = 7780'	97 1/2" = 7800'	97 3/4" = 7820'	98" = 7840'	98 1/4" = 7860'	98 1/2" = 7880'	98 3/4" = 7900'	99" = 7920'	99 1/4" = 7940'	99 1/2" = 7960'	99 3/4" = 7980'	100" = 8000'	100 1/4" = 8020'	100 1/2" = 8040'	100 3/4" = 8060'	101" = 8080'	101 1/4" = 8100'	101 1/2" = 8120'	101 3/4" = 8140'	102" = 8160'	102 1/4" = 8180'	102 1/2" = 8200'	102 3/4" = 8220'	103" = 8240'	103 1/4" = 8260'	103 1/2" = 8280'	103 3/4" = 8300'	104" = 8320'	104 1/4" = 8340'	104 1/2" = 8360'	104 3/4" = 8380'	105" = 8400'	105 1/4" = 8420'	105 1/2" = 8440'	105 3/4" = 8460'	106" = 8480'	106 1/4" = 8500'	106 1/2" = 8520'	106 3/4" = 8540'	107" = 8560'	107 1/4" = 8580'	107 1/2" = 8600'	107 3/4" = 8620'	108" = 8640'	108 1/4" = 8660'	108 1/2" = 8680'	108 3/4" = 8700'	109" = 8720'	109 1/4" = 8740'	109 1/2" = 8760'	109 3/4" = 8780'	110" = 8800'	110 1/4" = 8820'	110 1/2" = 8840'	110 3/4" = 8860'	111" = 8880'	111 1/4" = 8900'	111 1/2" = 8920'	111 3/4" = 8940'	112" = 8960'	112 1/4" = 8980'	112 1/2" = 9000'	112 3/4" = 9020'	113" = 9040'	113 1/4" = 9060'	113 1/2" = 9080'	113 3/4" = 9100'	114" = 9120'	114 1/4" = 9140'	114 1/2" = 9160'	114 3/4" = 9180'	115" = 9200'	115 1/4" = 9220'	115 1/2" = 9240'	115 3/4" = 9260'	116" = 9280'	116 1/4" = 9300'	116 1/2" = 9320'	116 3/4" = 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KING'S HIGHWAY 58th AVENUE - COUNTY ROAD 613