

ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

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

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

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

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee.

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

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

(d) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 60 (sixty) days from the date the first fine is assessed and the non-compliance has not been corrected, the Committee may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

Section 3. Clearing.

Clearing of trees within the designated Conservation or Tree Preserve Areas, if any, shown on the recorded subdivision plat, is prohibited, with the exception of removal of selected dead or diseased vegetation which in the opinion of the Homeowner's Association Board of Directors, is a threat to the safety of residents.

Section 4. Grading, Drainage and Floor Elevations.

(a) Each Lot shall be filled and graded to elevations as defined in this document and as shown on the approved construction and engineering plans approved by Indian River County and

the St. Johns River Water Management District. Drainage of each Lot shall be accomplished by grading Lots so runoff from one Lot does not drain onto another Lot. Grading of each Lot shall comply with the grading plan approved by Indian River County.

(b) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk as it shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sodded yard of each Lot.

(c) Finish floor elevations shall be 12 to 24 inches above the centerline of the road as measured from the center of the Lot, unless a lesser or greater distance is required by Indian River County or other government agency.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A typical or several master landscape plan(s) may be submitted to the Committee for approval by Builders in accordance with above Sections 2 and 3. This plan may be altered to accommodate existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted with trees, shrubs and flowers, or sodded including all easements and right of ways directly in front and rear of all lots.

(b) A minimum of one (1) tree, which must be a live oak, is required to be planted in the front yard of each residence.

(c) A minimum of fourteen (14) three (3) gallon shrubs must be planted in the front and side yard of each residence. This requirement shall meet or exceed the Indian River County's landscape code.

(d) All Lots shall be fully sodded with Floritam and shall include an underground sprinkler system adequate to provide sufficient coverage of the front and side yard areas visible from right of ways. No grass sod or irrigation shall be placed within the Preservation Tracts, if any exist.

(e) The front, rear and sides of each Lot shall be entirely sodded including all easements, right of ways and common areas.

Section 6. Roof, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios. The Committee must approve the type, color, and style of all shingle and roof covering materials which shall be limited to architectural shingles. The Committee may reject any exterior elevation based on the

roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Section 8. Garages

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

Section 9. Dwelling Size:

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,400 square feet.

Section 10. Building Location.

No building shall be located on any Lot nearer than 25 feet to the front Lot line. No building shall be located nearer than 7.5 feet to an interior Lot, or nearer than 20 feet to the rear Lot line, or the minimum setback imposed by Indian River County.

Section 11. Swimming Pools.

A swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. The pool and deck cannot be located closer than 10 feet from the rear lot line unless approved by the County. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2) inches below the grade level of the first floor house pad.

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

Mailboxes will be community "cluster" style. Individual mailboxes are not allowed, unless required by the U.S. Postal Service. Mail boxes within the subdivision will be located in a common location selected by the Declarant. All street numbers are required to be installed on the front of the house prior to the occupancy of each residence. All residences must have a concrete paved driveway extending from the street to the garage. Driveways may not be painted. Materials other than concrete, such as brick pavers, may be utilized only with prior approval by the Architectural Review Committee.

ARTICLE III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

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

Section 2. Only Residential Purposes.

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

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

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

Section 5. Occupancy Before Completion.

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

Section 6. Maintenance and Repair.

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

Section 7. No Temporary Buildings.

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

Section 8. Grounds Maintenance

(a) Mowing, fertilization, pest control, edging, other maintenance, repair and replacement of the lawn and lawn or yard related amenities shall be performed by the Lot owner. Said maintenance includes, but is not limited to: sodding (installation and replacement); weeding; planting and trimming, fertilization and replacement of hedges, vines, shrubs, trees, plants, flowers and any other vegetation; and irrigation system/sprinklers installation, repair and replacement. Each Lot owner shall maintain his/her Lot in a neat and attractive manner. All vegetation, including the grass/sodded areas of lawn, which dies or decays, shall be promptly removed and replaced by the Lot owner.

(b) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

Section 9. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting, other than Subdivision Designed Common Agricultural Buffers, shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained

upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee. No hedge or mass planting of any type, exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than fifteen (15) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence.

(c) All fences installed on lots, which back to the retention pond (storm water easement area), must include a gradual side fence slope down to four (4) feet in height. No fence facing the retention pond (storm water easement area) shall exceed four (4) feet in height.

Section 10. Animals, Birds and Fowl.

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

Section 11. Laundry.

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

Section 12. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 13. Parking.

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

Smaller boats, watercraft, tent-campers, similar smaller recreational vehicles may not be placed and kept or stored upon a Lot. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

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

Section 14. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. The Association shall have a perpetual non-exclusive easement 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 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. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(b) Perpetual and non-exclusive easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without

incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 15. Excavations.

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

Section 16. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character, including but not limited to "for sale" shall be displayed or placed upon any Lot or living unit.

The Declarant reserves the right to place signage on Tract "I" until December 31, 2008. Said signage shall be for the purpose of advertising The Lakes at Sandridge and/or other projects nearby. Sign size and design will be at the sole discretion of the Declarant.

Section 17. Refuse.

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

Section 18. Nuisances.

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

Section 19. Open Burning.

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

Section 20. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time with five days prior written notice, during periods of construction or alteration, and within thirty (30) days thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of

ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 21. Antennae, Aerials and Satellite Dishes.

All exterior antennas, aerials or small satellite dishes shall be placed in the rear yard of the Lot and in such a manner so as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of roof. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the Subdivision.

Section 22. Games and Play Apparatus.

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

Section 23. Oil and Mining Operations.

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

Section 24. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 25. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 20 feet behind the front building line of the residence with block and stucco, painted the same color as the residence. This applies equally to any pool/spa equipment that is visible from the street.

Section 26. Tanks.

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

ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

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

The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided, no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 50% of the Class A Members; and (ii) the approval of such dedication or transfer has been properly recorded.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions.

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

Section 3. Notice of Conveyance.

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

Section 4. Others' Use.

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

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is

necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction/Docks

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. Individual docks are prohibited. No boats shall remain on the shoreline while not in use. All boats must be kept within an enclosed fence or garage area that is not visible to surrounding homesites.

Section 7. Maintenance and Operation of Recreational Facilities

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

Section 8. Maintenance and Operation of Surface Water or Stormwater Management System.

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

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

Swale Maintenance

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation

and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 9. Maintenance of Drainage Easements.

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

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

Section 10. Private Streets and Roads:

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

Section 11. Maintenance of Tracts.

The Association shall be responsible for the maintenance, operation and repair of all improvements and Property located within Common Area Tracts and Private Road Right-of-