

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 Sections 2 and 3 of this Article. 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 replaced with trees, shrubs, ground cover and flowers, or sodded including all easements and right of ways directly in the front and rear of all lots.

(b) No existing living tree four (4") or more inches in caliper, excluding pine trees, measured at breast height, shall be removed from a Lot unless said tree is diseased or interferes with erecting or placing the house or other permanent structures on said Lot or grading for proper drainage.

(c) Each Lot shall be entirely sodded including all easements and rights-of-way directly in the front and rear of all Lots with floritam sod. All Lots that have lot frontage on a lake must sod and irrigate down to the existing waterline. Each residence shall have an automatic sprinkler irrigation system with automatic timers for the proper maintenance and watering of all shrubs and landscaping including areas in right-of-ways and easement areas adjacent to each lot. A minimum of eight (8) trees are required to be planted in the front and side yard of each residence: at least two live oaks in 30 gallon containers or equivalent, not less than 10' to 12' feet in height with 4' to 5' spread and 2" in caliper at breast height and four of any of the following type trees in not less than 15 gallon containers or equivalent, 7' to 9' feet in height with 3' to 4' of spread and 1" in caliper at breast height: live oak, laurel oak, magnolia, maple or east Palatka holly. Three (3) sable palms may be substituted for any two (2) of the trees listed, except for the two (2) thirty (30) gallon live oaks. The trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local government agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(d) A minimum of \$1,500.00 as part of the construction cost of each residential unit must be spent on landscaping material which shall be used to purchase trees and new plant material to be planted at the front of each residence. This planting expense shall not include the cost of floritam sod or irrigation system, both of which are required.

(e) A typical planting plan for the purpose of a uniform streetscape shall be followed as part of any landscape plan. This streetscape shall require the planting of the two trees on 50' centers 10' from the back of the sidewalk.

(f) Front planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 5' wide planting bed times the length of the house which will equal the minimum square footage of the front yard planting beds. Example: Front dimension of the house: 60' x 5' = 300 sq. ft. of planting bed area in the front set back area.

(g) Side planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 3' wide bed starting at the front setback running 50% of the length of each side of the house.

(h) Lots containing or adjacent to a Conservation Easement Area may not clear, grade, alter or disturb any plant, or grade within the Conservation Easement Area.

(i) Common areas, where appropriate, shall be entirely sodded by the Association.

(j) Notwithstanding any provisions herein to the contrary, the Developer shall be excused at its discretion from Section 5 hereof.

Section 6. Roofs, 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. Flat roofs must be constructed of approved framing and decking, tar paper and gravel or similar material. No metal, aluminum or fiberglass roofs will be permitted.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Under no circumstances shall any home be constructed without either slate, tile, cedar shake, or guaranteed 25 year fungus resistant architectural dimensional fiberglass shingles or equivalent. The Association Board of Directors may reject any exterior elevation based on the roof line, shingle type of 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, or stone made of 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. Aluminum and vinyl can only be used for fascia soffit 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. Owners may repaint residences in the same color and manner as originally approved by the ARC without necessity of obtaining a second written approval. Any Owner wishing to change or alter the color of their residence must submit the color change to the ARC and receive written approval prior to repainting of a residence.

The painting of driveways is prohibited. The staining of a driveway with a stain matching the color of cement may be approved by the Committee. Application for permission to stain a driveway, along with information on the stain product, must be submitted to the Committee prior to staining of any driveway.

The Developer shall be excused from the provisions of Section 7, at the Developer's discretion.

Section 8. Overhead Garage Doors

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. All garage doors must have an automatic garage door opener. Garage doors should remain closed when not in use. Fiberglass or plastic type garage doors are not permitted.

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 2,000 square feet minimum under air-conditioned space. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 10. Minimum Yard Size and Setbacks.

Buildings, other than that allowed by local Building Code, shall be set back as follows:

Front	-	twenty-five (25') feet
Rear	-	twenty-five (25') feet
Side	-	fifteen (15') feet
Maximum Height	-	thirty-five (35') feet

If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

Section 11. Uniform Street Address Numbers and Mailboxes.

All street address numbers must be five (5") inches in height and shall be installed on each residence and mailbox, if applicable. The location of street address numbers shall be as uniform as possible on each residence. All mailboxes and attached street numbers shall be uniform as to type, color and design. Unless otherwise approved by Declarant, each mailbox shall be in accordance with U.S. Postmaster specifications conforming to a uniform color standard as set forth by the Developer or the Association. The location and type of the mailboxes shall be determined by the Declarant and/or Committee. All uniform mailboxes and street address numbers are required to be installed by the Builder prior to the occupancy of each residence.

Section 12. Special Provisions Pertaining to Lot 32.

There is an existing improvement on Lot 32 which predates the execution of this Declaration of Covenants, Conditions and Restrictions. Accordingly, this improvement does not conform to many of the restrictions and requirements set forth in this Declaration. Accordingly, as long as the existing improvement remains on Lot 32 (in its current form or as may be changed or remodeled), Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of this Article II shall not apply to Lot 32 which is "grandfathered in" because it existed prior to the date of this Declaration.

ARTICLE IIIGENERAL RESTRICTIONS - USE AND OCCUPANCYSection 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 (1) family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever 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 upon the Properties 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. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within twelve (12) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said twelve-month period.

Section 8. No Temporary Buildings.

No tent, shack, shed, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence 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 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner by the Owners of the Lot. Trees, shrubs, vines and plants which die shall be promptly removed and replaced by the Owner. If the Owner does not replace any of the foregoing within seven (7) days of written notice from the Association, the Association may replace same at the Owner's cost and expense; however, the Association shall have no obligation to replace same.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) 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.

(d) The Lot Owner shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area, including access easements.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting of any type 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 Committee.

(b) 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 Committee.

(c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) 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 existing residence. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee. The "good" side of a fence shall face out to the street.

(d) With respect to any lot adjoining a lake or retention area, no fence or wall, shall be constructed behind the rear building setback line (the "rear fence line") of the residence on any such Lot except upon the granting of a variance by the Committee in accordance with the following guidelines and procedures:

- i. An application, including plans and specifications, for the fence must be submitted to the Committee and processed as set forth in Article II and this section.
- ii. The committee shall have the right, in its sole discretion, based upon these Covenants and Restrictions, to approve or disapprove the variance.
- iii. The Lot Owner must demonstrate to the Committee a special safety need for the fence based upon the physical, mental or medical condition of a full time occupant of the Lot. Such condition must be substantially similar to one of the following conditions:
 - a. An occupant who is under the age of ten (10);
 - b. An occupant, regardless of age, who is functioning at a mental level below that of age ten (10), based upon the determination made by an appropriate doctor in writing.
 - c. An occupant who is unable to swim as a result of a physical and/or mental disability as confirmed in writing by an appropriate doctor.

- iv. The variance shall not be permanent in nature and shall expire upon the termination/elimination of the physical, mental or medical condition forming the basis of the original variance granted, whether by a child reaching the age of ten (10), the sale of the residence to new owners with no special conditions or otherwise. The fence shall be removed within thirty (30) days of variance expiration.
 - v. No variances will be granted on the need to fence or protect pets, nor will a variance be granted solely because an occupant has not learned to swim.
 - vi. No variance permitting a solid wall will be granted.
 - vii. No variance permitting a fence exceeding four (4) feet in height will be granted.
 - viii. The construction of the fence or wall shall not violate any applicable governmental ordinance, code, regulation, nor shall it be in violation of the plat or any other covenants, restrictions or limitations of record.
- (e) All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee. The materials utilized for the fence is subject to the approval of the Committee.
- (f) No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.
- (g) All fences to be constructed in the Subdivision must be reviewed and approved by the Committee prior to construction. The type and style of fence allowed in the Subdivision shall be decided by the Committee. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.
- (h) The Developer shall be excused from the provisions of Section 10, at the Developer's discretion.

Section 11. 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 operation 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 12. 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 163.04 Renewable Energy Sources.

Section 13. 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 14. Parking.

The parking of any commercial vehicles, which description shall include any vehicle containing writing/advertising of any kind, including, but not limited to, cars, trucks, sport utility vehicles, tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the private streets of said subdivision, 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. Boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored in an enclosed garage containing a residence, or placed no further forward than ten (10') feet behind the front building line of the residence, behind a six (6') foot high privacy fence so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot). Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage. Overnight street parking is prohibited.

Section 15. 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. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. John's River Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any lakes, or any Common Areas located in the Subdivision. In the event an Owner does damage any lakes or any Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Homeowners Association. All fines, penalties and legal costs associated with the violation from any State, Federal or local governmental agency will be the sole responsibility of the Lot Owner. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Association fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Association, then the Association may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

(c) 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.

Section 16. 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. The plans and specifications for such excavations must be approved by the Committee in writing prior to construction.

Section 17. 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 shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached, in any manner, to a tree.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Committee. Each Lot Owner shall be required to obtain the appropriate trash containers.

Section 19. 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 20. Preservation of Common Areas.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any, thing or improvement within, over or upon any common area, easement or stormwater management area without first obtaining written approval from the Committee, Indian River County, and St. Johns River Water Management District. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 21. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 22. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted. No open burning is permitted on any lot (this shall not prevent the use of a barbeque or like substance).

Section 23. 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. 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 in-ground 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. All pool equipment that is visible from the street, including side streets in the case of a corner lot, must be screened from view by landscaping or fencing.

Section 24. Right to Inspect.

The Homeowners Association's Board of Directors may, at any reasonable time or times 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 25. Antennae, Aerials and Satellite Dishes.

The Federal Communications Commission has published rules which govern the right of homeowners to receive programming from direct broadcast satellites (DBS), multi-channel, multi-point distribution (wireless cable) service (MMDS) and television broadcast stations (TVBS). The Association is prohibited from the following:

- (a) Restrictions that impair the installation, maintenance or use of antennae to receive video programming as well as satellite dishes which are less than thirty-nine (39) inches in diameter.
- (b) Restrictions that unreasonably delay or prevent, or unreasonably increase the cost of, the installation, maintenance or use of such antennae, or which preclude the reception of an acceptable quality signal.

The Association does have the right to regulate the above-described telecommunications equipment with respect to landscaping and safety. When possible, all exterior antennae or aerials shall be placed in the rear or side yard, in such a manner as to be as unobtrusive as possible. Any matter of safety will be handled on a case by case basis by the Association.

Any homeowner who wishes to install an antenna or a satellite dish should submit a sketch showing its location relative to the home to the Architectural Control Review Committee.

Section 26. 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 are visible from the street and remains on an individual's property. Any permitted basketball standards must be in writing by the Committee and