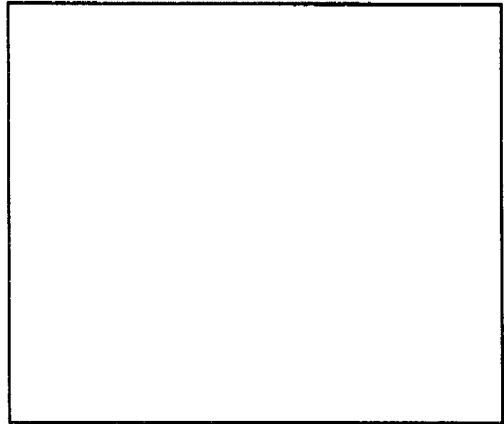


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Prepared by and Return To:
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IRC-Planning Dept.

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CITRUS SPRINGS**

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR CITRUS SPRINGS (the "Declaration") is made this 21 day of May, 2001, and contains certain covenants and restrictions made by HMM, INC., a Florida Corporation, and THE SUNTREE PARTNERS, a Florida general partnership (collectively referred to as the "Developer").

DEVELOPMENT PLAN

CITRUS SPRINGS PLANNED UNIT DEVELOPMENT is a planned unit development ("CITRUS SPRINGS PUD") located in Indian River County, Florida. The land plan for the CITRUS SPRINGS PUD community contemplates a variety of land uses, including and without limitation: single family detached homes, cluster homes, townhomes, condominium units and commercial office space or use. The land plan contemplates public or private streets, open spaces, sanitary sewer, and drainage and water services. The Developer intends to develop CITRUS SPRINGS PUD in multiple, independently platted subdivisions or neighborhoods or into non-platted parcels for commercial office use. The Developer anticipates that there will be a total of six subdivisions or neighborhoods within CITRUS SPRINGS PUD with a total of 500 Lots which may change after recording this Declaration as Developer deems appropriate. The plats for the various subdivisions or neighborhoods may be recorded separately at different times. The Developer eventually intends to subject all of the real property identified on Schedule 2.11, attached hereto (the "Master Tract") to these Covenants and Restrictions, however, until the Master Tract or any portion thereof is platted and subject to this Declaration by subsequent amendment and annexation through a recorded instrument, such portion of the Master Tract shall not be subject to this Declaration. Furthermore, Developer at all times reserves the right to not plat or subject any portion or part of the Master Tract to this Declaration and to convey or develop such portion of the Master Tract in its sole discretion and which is in accordance with the CITRUS SPRINGS PUD and the uses contemplated herein.

At the time of their development, each subdivision and condominium in the CITRUS SPRINGS PUD and subjected to this Declaration will be subjected to use restrictions and architectural controls and other covenants in this Declaration. The use restrictions and controls are contained in this Declaration and in the Plat(s) for such subdivisions and in the declaration of covenants and restrictions which may be recorded for each Subdivision, however, such Subdivision Declarations or plats shall not conflict with this Declaration for each independent Subdivision.

The Declaration shall be enforced by an overall Master Association ("Master Association"). Each owner of a lot, unit or parcel of real property in CITRUS SPRINGS PUD and subjected to this Declaration (as defined herein) as provided herein, shall be a member of the Master Association.

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PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the Property (as defined herein) which is described in Schedule 2.14, attached hereto, and all additional plats of land annexed into CITRUS SPRINGS PUD located within the Master Tract, to the covenants and restrictions contained in this Declaration. This Declaration is sometimes referred to as the "Master Covenants" or "Master Declarations" or "Covenants". For purposes of this Declaration the term "Property" shall initially mean the property identified on Schedule 2.14, attached hereto, and shall thereafter mean all real property identified on subsequent plats recorded in the Public Records of Indian River County, Florida, subjected to and encumbering by this Declaration by subsequent recorded instruments.

Developer declares that all real property subject to this Declaration by recorded instrument be conveyed and occupied subject to all matters set forth in this Declaration. These Covenants shall run with title to the Property and shall be binding upon the Developer and upon all parties acquiring any right, title or interest in the Property upon annexation hereunder after the recording of these Covenants in the Public Records of Indian River County, Florida and after such property is subjected to this Declaration.

ARTICLE 1 MUTUAL BENEFITS AND OBLIGATIONS

The covenants contained in this Declaration are for the purpose of protecting the value and desirability of the Property and made for the mutual benefit of each and every owner of a parcel of property or Lot within the Property. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot and its owner. Each owner, his or her family, friends, guests, tenants and invitees shall comply with the provisions of these Covenants while present within the Property.

ARTICLE 2 DEFINITIONS

In addition to any terms defined in and throughout this Declaration, the following words with their initial letters capitalized when used in this Declaration shall have the following meaning:

- 2.1 "Board of Directors" or "Board" shall mean the Board of Directors of the Master Association.
- 2.2 "Common Property" or "Common Area" shall mean any and all real property (including improvements thereto) owned by the Master Association, which is intended for the common use and benefit of all owners and which is to be deeded to the Association at the time that the control of the Master Association is turned over to the owners.
- 2.3 "Declarant" or "Developer" shall mean and refer to HMM, Inc., a Florida corporation, and The Suntree Partners, a Florida general partnership, and their successors and assigns. The Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed the Declarant and may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 2.4 "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, the Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.
- 2.5 "Lot" shall mean each lot or plot of land shown on any plat of the whole or portion of the Property, regardless of whether a dwelling has been constructed on such lot, with the exception of the Common

Property, Common Areas, and/or road right-of-ways if dedicated to a public authority or the Master Association or Subdivision Association.

- 2.6 "Master Assessments" shall mean all annual, special, and other assessments and monetary obligations made or imposed by the Master Association against Lots or parcels of real property within the Property made in accordance with the terms of these Master Covenants.
- 2.7 "Master Association" or "Association" shall mean CITRUS SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, incorporated on May 8, 2000. The Master Association is responsible for maintaining the Common Property, including without limitation, the Stormwater Management System for CITRUS SPRINGS PUD.
- 2.8 "Master Association Assessments" shall mean and refer to those charges made by Master Association from time to time against any Lot for the purposes set forth in this Master Declaration.
- 2.9 "Master Declaration" and "Master Covenants" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Citrus Springs and all amendments hereto.
- 2.10 "Master Documents" shall mean and refer to this Declaration and the Articles of Incorporation and Bylaws of the Master Association, as the same may be amended from time to time and filed in the Public Records of Indian River County, Florida.
- 2.11 "Master Tract" shall mean that real property identified in Schedule 2.11 attached hereto and also known as the CITRUS SPRINGS PUD.
- 2.12 "Owner" shall mean each person who owns record title to a Lot or parcel of property within the Property, including contract sellers, but excluding those that have such interest merely as security for performance of an obligation. A "Contract Seller" is any owner who sells a Lot or parcel of property under a contract for deed, agreement for deed, or other similar instrument by which such Owner retains record title until the full purchase price or consideration is paid.
- 2.13 "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, limited liability company, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.
- 2.14 "Property" or "Properties" shall mean and refer to that certain real property described in Schedule 2.14 attached hereto and in the Development Plan and Purpose sections of this Declaration and such additions thereto as may be brought within the jurisdiction of the Association and under the Covenants of this Declaration.
- 2.15 "Subdivision" shall mean those portions of the Property and the Master Tract that are platted under a common name and separate plat(s) designated as a Subdivision, and all other property subject to these Covenants by the Developer or otherwise annexed as provided herein.
- 2.16 "Subdivision Association" shall mean and refer to homeowner's associations created pursuant to Chapter 617 of the Florida Statutes to manage and maintain common areas and common property owned by such Subdivision Associations for which they are created and to enforce covenants and restrictions, in addition to the covenants herein, imposed upon each Subdivision by subsequent declaration.
- 2.17 "Subdivision Declaration" shall mean that document recorded in the Public Records of Indian River County, Florida which places additional covenants and restrictions upon each separate and independent Subdivision, and Lots therein, in addition to the covenants and restrictions herein.

- 2.18 "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, over drainage, 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.
- 2.19 "Undeveloped Property" shall mean and refer to that certain real property or portions within the Master Tract thereof described in Schedule 2.19, which is attached hereto and incorporated herein, which are presently unimproved and undeveloped and which may not be owned by Developer at this time, but which Developer intends to purchase and encumber by this Declaration as a separate Subdivision, but is not obligated to purchase, develop, improve or, by annexation, subject to the covenants and restrictions of this Declaration as a separate Subdivision.

**ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS**

- 3.1 Every Owner of a Lot or portion of the Property, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- 3.2 The Association shall have two classes of voting Membership:
- Class A: Class A members shall be all Owners, with the exception of the Declarant, of any Lot or plot of land shown upon any recorded plat of the Property. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be a member, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.
- Class B: The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of either of the following events:
- (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
 - (b) fifteen (15) years from the date of the original recording of this Declaration in the public records of Indian River County, Florida; or
 - (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Master Association).
- 3.3 **General Matters.** When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of members and not of the members themselves.

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ARTICLE 4
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

- 4.1 **Property Subject to Declaration.** Although it is the intent to eventually subject the entire Master Tract to this Declaration, at this time Declarant is only subjecting the Property identified in Schedule 2.14, attached to this Declaration. Notwithstanding anything to the contrary herein, Developer shall not be required or annex or subject any portion of the Master Tract to this Declaration. The Property (as amended from time to time) is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration.
- 4.2 **Annexation Without Association Approval.** The Developer may from time to time bring, in whole or in part, the Undeveloped Property or portions thereof, or such additional real property within the Master Tract, under the provisions hereof by recording supplemental declaration or declarations of annexation in the Public Records of Indian River County, Florida, which shall not require the consent of the existing Owners, members, or the Master Association, or any mortgagee or the Federal Housing Administration or Veterans Administration. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Indian River County, Florida, a declaration of annexation properly executed by the Developer and without the consent of the members of the Association. Until such amendment or declaration of annexation is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Property or Master Tract not included within the Property, nor shall this Declaration constitute a cloud or encumbrance on the title to any Undeveloped Property.
- 4.3 **Additions or Modifications.** Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of any parcels of real property annexed pursuant to this Declaration which is the subject of such amendments or supplements to the Declaration, and are not inconsistent with the scheme of this Declaration, as by the Developer. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such property and pertaining to all or part of such Undeveloped Property to the exclusion of the other portions of the Property.
- 4.4 **Other Annexation of Property.** Land, other than land annexed in accordance with section 4.2 of this Article, may be annexed to the Property with the consent of the members of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Indian River County, Florida.
- 4.5 **Platting.** As long as there is a Class B membership, the Declarant shall be entitled, at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any Undeveloped Property or portions of the Master Tract without the consent or approval of an Owner.
- 4.6 **Amendment.** As long as there is a Class B membership, the provisions of this Article cannot be amended without the written consent of the Declarant and any amendment of this Article without the written consent of the Declarant shall be deemed null and void.
- 4.7 **Recordation.** Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Public Records of Indian River County, Florida, such real property described therein shall be committed to the Covenants contained in this Declaration and shall be considered the "Property" as fully as though originally designated and defined herein as the Property. Until such time as such supplement or declaration of annexation is recorded, no part of the

Master Tract other than the Property identified in Schedule 2.14, shall be subject to or encumbered by this Declaration.

- 4.8 **Merger.** Nothing in these Articles is intended to limit or restrict in any way the Association's rights or ability to merge with any other association as the Board may feel is in the best interests of the Association and its members. Upon a merger or consolidation of the Association with another association, all Common Area, rights and obligations shall by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the Covenants in this Declaration as it pertains to the Property, except as provided herein.

ARTICLE 5 MASTER ASSOCIATION ASSESSMENTS

- 5.1 **General Purpose.** The Master Association is organized for the purpose of providing common services to Owners, owning and maintaining the lake and grounds dedicated and conveyed to the Master Association, landscaping on Common Property, entrance gates, signs, and lights on the Common Property dedicated and conveyed to the Master Association maintaining roadways, streets and right-of-ways, dedicated and conveyed to the Master Association, and providing the enforcement of the Declaration, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Master Association. Provisions relating to the Master Association are contained in the Articles of Incorporation and Bylaws of the Master Association. The initial services to be provided by the Master Association are: maintenance of Common Property, including pools, gates, streets, and roadways, insurance on Common Property and maintaining, entrance signs, sign lighting and street lighting for streets. In the event of a conflict between the Articles, Bylaws and this Declaration, this Declaration shall govern and control.

Subdivision Associations and the Master Association shall be responsible for the maintenance, operation and repair of portions of the Stormwater Management System as provided herein or in any subsequently recorded plat(s) of real property subject to this Declaration. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other Stormwater Management System capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. Any amendment to the Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the St Johns River Water Management District.

The Master Association shall have the right to increase or reduce the level of services it provides and to add or delete services by affirmative vote of the members in accordance with the Bylaws of the Master Association: except that, the Master Association shall be responsible for the maintenance, operation and repair of the portion of the Stormwater Management System to be maintained by it and shall not delete, reduce or modify any services related to the storm water management system without prior approval of the St. Johns River Water Management District. In order to pay for these services, the Master Association shall charge assessments against the Lots and their Owners. Each Owner is personally obligated for assessments which come due during the time such Owner owns the Lot.

5.2 **Enforcement of Assessments.**

5.2.1 **Personal Obligation.** Each Owner is personally responsible and liable for assessments which become due during the time such owner owns the Lot. The personal obligation of an owner for assessments shall not pass to such owner's successors in title unless assumed by them.

5.2.2 **Lien.** All Lots or parcels of Property subject hereto are subject to a continuing lien to secure unpaid assessments due to the Master Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid assessments and the cost of collecting unpaid assessments, including reasonable attorney's fees. Notice of the lien shall be given by recording a claim of lien in the Public Records of Indian River County, Florida, stating the Lot description, the name of the record Owner, the amount due and the due date. A claim of lien may be filed against a Lot for unpaid assessments after conveyance of the Lot. The Master Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Master Association which sets forth the assessments levied against an owner and the Owner's Lot and whether the assessment has been paid. A properly executed certificate shall be binding on the Master Association as of the date of its issuance. The lien shall remain in effect until all sums due to the Master Association have been fully paid.

5.3 **Annual Assessments.** The Master Association shall fix the amount and due date of the annual assessment, the periods of collection, whether annually, semi-annually, quarterly or monthly. Initially, annual assessments shall be payable annually and initially collected at the first closing on a sale of a Lot to an Owner other than the Developer along with an initial start-up fee of \$100.00 payable at the initial closing of each Lot to an Owner other than the Developer. The \$100.00 start-up fee per Lot shall be paid to the Association at the time of closing by the first purchaser of a Lot other than the Declarant. The Association may use the start-up fee for any purpose in the Declaration. The Board of Directors shall notify the Owner of each Lot of the amount and the date on which the assessments are payable and the place of payment. Annual assessments shall be uniform and may also be used for maintenance or repair of the Surface Water or Stormwater Management Systems; including, but not limited to work within retention areas, drainage structures and drainage easements.

5.4 **Date of Commencement of Annual Assessments.** Annual and special assessments for each Lot or parcel of real property subject to this Declaration shall become due, owing and begin to accrue, only upon conveyance of the Lot to a Class A member who is not the Developer and as to Lots or parcels owned by the Developer, upon thirty (30) days after the date Class B voting rights are converted to Class A voting rights. The first annual assessment for each Lot shall be made for the balance of the fiscal year of the Master Association. The first annual assessment shall be due and payable in advance in the installments and at the place established by the Master Association at the time of such conveyance. ALL PROPERTY EXCEPT THAT WHICH IS LEGALLY PLATTED INTO INDIVIDUAL LOTS AS PER A RECORDED PLAT OF A SUBDIVISION SHALL BE EXEMPT FROM ASSESSMENTS. FURTHERMORE, UNTIL SUCH TIME AS THERE IS NO CLASS B VOTING RIGHTS, ALL PROPERTY OWNED BY THE DEVELOPER, IN THE ORDINARY COURSE OF BUSINESS, INCLUDING INDIVIDUALLY PLATTED LOTS, SHALL BE EXEMPT FROM ASSESSMENTS, HOWEVER, THE DEVELOPER WILL PAY ALL COSTS INCURRED BY THE ASSOCIATION IN ACCOMPLISHMENT OF THE PURPOSES IDENTIFIED IN SECTION 5.1 HEREIN, IN EXCESS OF THE TOTAL AMOUNT COLLECTED BY THE ASSOCIATION THROUGH ALL ASSESSMENTS. All Class B voting rights are converted to Class A voting rights thirty (30) days after annual or special assessments for any parcel of real property owned by the Declarant, including any Lot within a Subdivision and subjected to this Declaration shall begin to accrue and become due and owing upon the recording of a plat and Declaration of Annexation subjecting that Lot and the Subdivision in which it is located to this Declaration.

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5.5 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to any Owner other than the Declarant, the maximum annual assessment to be charged by any Owner other than the Declarant shall be \$150.00 per Lot.

5.5.1 From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year by a maximum of ten percent (10%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the membership.

5.5.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment by more than ten percent (10%), a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

5.5.3 The Board of Directors may fix the annual assessment at any amount not in excess of the maximum provided herein.

5.5.4 If the Developer annexes in or adds additional amenities through future development, or Subdivisions the maximum annual assessment may be increased above the limitations contained herein, at Developer's discretion, however, if no such additional amenities or facilities are created maximum annual assessment shall not increase more than 10% over the prior year's annual assessment.

5.6 **Special Assessments.** In addition to the annual assessments, the Master Association may levy a special assessment to pay in whole or in part for the cost of any major construction, reconstruction, repair or replacement of a capital improvement owned by the Master Association or repair any privacy walls without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Ten Thousand and No/100 Dollars (\$10,000.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement.

The Master Association may also levy or collect a special assessment to acquire a new capital improvement or for any other purpose (other than major repair or replacement of a capital improvement) if the special assessment is approved by a vote of two-thirds (2/3) of the votes of each class of the members of the Master Association.

5.7 **Classes of Special Assessments.** There are two (2) classes of Lots for special assessment purposes:

5.7.1 Class I: All Lots which have a home constructed thereon which has been issued a certificate of occupancy.

5.7.2 Class II: All Lots which are not Class I Lots.

Special assessments for each class shall be uniform. Special assessments for each Class II Lot shall not be more than twenty-five (25%) percent of the assessment for Class I Lots.

5.8 **Effect of Non-Payment of Assessment; Remedies of the Master Association.** Any assessment not paid within fifteen (15) days after the due date shall bear interest from the date due at the rate of eighteen percent (18%) per annum or the highest rate allowed under the laws of the State of Florida, whichever is less, until paid. The Master Association may bring an action against the owner of the Lot for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Master Association may waive payment of late fees and interest on an assessment, but may not waive payment of the assessment. No member may waive or otherwise escape liability for assessments by non-use of Common Property or by abandonment of the Lot owned by such owner. The Master Association

shall be entitled to collect its costs, expenses and attorney fees in any action, whether litigation is filed or not, to collect any amounts due herein or to otherwise enforce this Declaration.

- 5.9 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for in this Declaration shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title. In the event that the Master Association and Subdivision Association have claims or liens upon any Lot for unpaid assessments or charges, the Master Association's lien or claim shall have priority and shall relate back to the date of recording this Declaration.
- 5.10 **Damage by Owners.** The Owner of a Lot, in addition to the obligations of any Subdivision Association, shall be responsible for any expense incurred by the Master Association to maintain, repair or replace Common Property which is necessary by reason of the Owner's carelessness, neglect or willful action or by that of the Owner's family, his guests, agents, tenants or invitees. Any such expense shall be a part of the assessment to which the Owner's Lot is subject and shall be due any payable in the same manner as annual assessments provided for in these Covenants.

ARTICLE 6 OWNER'S RIGHTS

- 6.1 **Right to Use Common Property.** Each Owner and the members of such Owner's family residing with the Owner or the tenant of a non-resident Owner has the non-exclusive right to use Common Property for the purpose for which it is intended, which shall be appurtenant to and shall pass with title to the Lot owned by the Owner, subject to the following provisions:
- 6.1.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area;
- 6.1.2 The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- 6.1.3 The right of the Association to mortgage Common Areas or dedicate or transfer all or part of Common Areas to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication or transfer approved by two thirds (2/3) of each class of members has been recorded.
- 6.2 **Utilities.** Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers and drainage lines constructed in the roads or other easements as shown on any Plat recorded for the Subdivision, as the same may be relocated from time to time, subject to regulations and ordinances of Indian River County.

- 6.3 **Lot Easements.** Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

ARTICLE 7 RIGHTS OF THE MASTER ASSOCIATION

- 7.1 **Enforcement Rights.** The Master Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot or parcel of real property subjected to this Declaration to cure any violation of these Covenants, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot or parcel of property on which the violation has occurred or exists, which expense shall be payable by such Owner to the Master Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Master Association shall not be liable for any damages on account of the entry.

The rights of the Master Association described in this Section shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Master Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action taken by the Master Association to enforce the provisions of these Covenants, whether or not litigation is filed or initiated, the Master Association shall be entitled to recover its reasonable attorney fees and costs.

- 7.2 **Other Assessments.** Any amounts owed by any Owner to the Master Association as a result of the Master Association's abating or curing violations of these Covenants or maintaining or repairing Lots or homes shall be due and payable within thirty (30) days from the date of receipt of a statement for such amounts from the Master Association. If any of said sums are not paid when due, they shall be added to and become part of the annual assessment to which the Lot is subject and enforceable as provided in these Covenants.

- 7.3 **Common Property Rights.** The Master Association shall have the right:

- 7.3.1 To adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners;
- 7.3.2 To convey, lease, grant an exclusive use or license in, or encumber any Common Property if authorized by two-thirds (2/3) vote of the Class A and Class B members. No dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer, by the Class B membership (until Class B membership terminates) and thereafter by the president and secretary of the Master Association certifying that the conveyance was approved by two-thirds (2/3) of the Class A members eligible vote, is recorded. The authorization contemplated by this section may be obtained at a meeting of the members or by execution of a written consent by the Owners of the requisite number of Lots, or both of such methods.
- 7.3.3 To grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the community.
- 7.3.4 To assess fines for violation of these Covenants which shall be added to the next installment of the annual assessment to which the Lot is subject and be enforceable as provided in Section 5 of these Covenants.

- 7.3.5 To release any Common Property from the dedication to the Master Association by the plat if approved by the Class B membership until it terminates and thereafter, by two-thirds (2/3) of the Class A voting membership.
- 7.4 **Association's Rights of Entry.** The Master Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purposes of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements or other right of ways contained on any Plat of any Subdivision which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.
- 7.5 **Authorized Services.** The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:
- 7.5.1 lighting of roads, sidewalks, walks and paths throughout the Property;
 - 7.5.2 fire protection and prevention;
 - 7.5.3 garbage and trash collection and disposal;
 - 7.5.4 conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;
 - 7.5.5 protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;
 - 7.5.6 maintenance of electronic and other surveillance devices;
 - 7.5.7 installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;
 - 7.5.8 maintenance of roadways, streets and right-of-ways dedicated and conveyed to the Master Association;
 - 7.5.9 construction, maintenance and repair of pools, clubhouse or other recreational facilities;
 - 7.5.10 such other services as are authorized in the Association's Articles or Bylaws;
 - 7.5.11 cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or the other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
 - 7.5.12 emergency repairs and other work on the Lots reasonably necessary for the proper maintenance and operation of the Subdivision, including, but not limited to party wall repairs.

**ARTICLE 8
RIGHTS RESERVED BY DEVELOPER**

- 8.1 **Eminent Domain.** If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Master Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.
- 8.2 **Easements for Utilities and Cable Television.** Developer reserves a perpetual easement on, over and under the easements and Common Property shown on any Citrus Springs plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer reserves an exclusive easement over, on and under each Lot for the installation and maintenance of utilities, lines, wires, pipes, power, telephone, CATV, radio and television cables within the Property or any Subdivision. The Owners of Lots subject to the easements reserved in this section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Property which are subject to such easements. All easements reserved by the Developer are and shall remain private easements and the sole and exclusive property of the Developer.
- 8.3 **Drainage Easement.** Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.
- 8.4 **Maintenance Easement.** Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property and any easements thereon.
- 8.5 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial offices and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Notwithstanding anything in this Declaration to the contrary, Developer shall have the right to use the Property and any Lot for ingress and egress thereover, including the use of construction machinery and trucks thereon and no person shall in anyway impede or interfere with Developer, its employees or agents in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots or improvements thereon. Furthermore, the Developer may make such use of the Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including, but not limited to, maintenance of a sales office and model area, the showing of property, the display of signs, and the right to construct or place sales and construction offices of a temporary on the property. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Developer.
- 8.6 **Further Restrictions.** So long as the Developer owns any Lot or parcel of real property within the Property or otherwise subject to these declarations, Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on the Property, any Lot in CITRUS SPRINGS PUD, and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Property.
- 8.7 **Release of Restrictions, Easements.** If a home or other structure is erected or the construction of a home or structure is substantially advanced in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any setback line, lot line, Common Property or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the home or structure over the lot line, or on the Common

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Property or the easement area, so long as the Developer, in the exercise of its sole discretion, determines that the release or easement will not materially adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of CITRUS SPRINGS PUD. Notwithstanding any contrary provisions of this Declaration, the Developer shall have the right without the approval or consent of any member of the Association to convey any portion of the Common Property that is the subject of any encroachment by a home to the Owners of the home. Nothing contained in this Section shall be construed to conflict with any adopted ordinance of Indian River County.

- 8.8 **Easement for Access and Drainage.** The Developer and the Master Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain or repair the Stormwater Management System. By this easement, the Developer and Master 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 Master Association shall have a perpetual 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 the prior written approval of the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.
- 8.9 **Survival.** Any and all easements, licenses, or other rights granted or reserved pursuant to this Declaration shall survive any termination of this Declaration and conveyance of any Lot and shall be deemed to run with the land more particularly described on any plat or any portion of the Property within CITRUS SPRINGS PUD and all other land annexed hereunder.
- 8.10 **Use of Common Area Improvements/Recreational Facilities.** Developer at all times while there is a Class B membership reserves up the right, without additional compensation, to use two (2) offices or rooms within any clubhouse or recreational facility or amenity constructed upon any Common Property, as Developer's home office and for the marketing and sale of Lots.

ARTICLE 9 SUBDIVISION ASSOCIATION RIGHTS

- 9.1 Any portion of the Property may be subdivided or subjected to condominium ownership or secondary homeowners groups or associations and subjected to further covenant and restriction (herein "Subdivision Associations"). The actions of these Subdivision Associations shall be subject to and conditioned by this Declaration and any additional declaration of covenants and restrictions for the subdivision or condominium. Common Areas in the CITRUS SPRINGS PUD community may be maintained by the Master Association or by the Subdivision Association. Members of the Subdivision Association are also members of the Master Association. The Subdivision Associations within the CITRUS SPRINGS PUD community have certain powers, rights and duties with respect to Common Areas located solely within each such Subdivision and which may differ from other subdivisions, which are set forth in its Articles of Incorporation and Bylaws and in the Covenants for each such Subdivision. Generally, the Subdivision Association has certain maintenance, operation and management responsibilities with respect to its roadways, bridges, drainage facilities, rights of way, medians, entrance ways, traffic control systems, lakes and other common areas to be used in common with all residents of CITRUS SPRINGS PUD, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Subdivision Restrictions. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under this Declaration and the Articles and Bylaws of the Master Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates, but does not guaranty,

that each Lot and condominium unit in CITRUS SPRINGS PUD shall be subjected to the Master Covenants as it is developed. Each Lot Owner in any Subdivision will be subject to the obligations set forth in the Master Covenants.

- 9.2 Any additional Common Area or Common Property created by the subdivision or condominium as described above shall be maintained by the Subdivision Associations by dedication or conveyance of the Common Areas or facilities to the Subdivision Associations or by the provisions under any declaration of condominium. If the Subdivision Association desires to dedicate the Common Area to the Master Association for maintenance and the Master Association is willing to accept the same, such Common Area shall become "Common Area" as defined in Article 2 of this Declaration.

ARTICLE 10 ARCHITECTURAL CONTROLS

- 10.1 **Duties and Powers of Master Association.** Except for the construction of homes and other improvements upon any Lot and improvements to the Common Property by the Developer, and except as otherwise provided in this Declaration, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY HOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOTS SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE MASTER ASSOCIATION OR AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD OF DIRECTORS OF THE MASTER ASSOCIATION AND, IF CONSENT OF THE MASTER ASSOCIATION IS GRANTED, THE SUBDIVISION ASSOCIATION. The Master Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape device or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the home. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the homes. The Master Association may adopt additional standards and criteria to effect the purposes of this Section and Article and all such additional standards or criteria may be enforced, as if specifically set forth herein.

- 10.2 **Duties of Master Association.** The Master Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form and shall be entitled to charge a fee not exceeding \$100.00 for such review and approval. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Master Association for approval shall include all plans necessary for construction and shall meet the following standards:

10.2.1 Be not less than 1/8" - 1' scale.

10.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.

10.2.3 Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Master Association's satisfaction.

The Master Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Master Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

All landscaping for the CITRUS SPRINGS PUD shall be approved by the Association. All landscaping plans for individual Units or Lots shall be in accordance with the minimum requirements within each Subdivision

Declaration, which shall be approved by the Master Association prior to the recording of the Subdivision Declaration.

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be landscaped and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Master Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

10.3 **Maintenance of Homes and Lots.** Each Lot, home and other improvement on the Lot shall be maintained by the Owner of such Lot in a neat and attractive condition unless provided otherwise by governing documents for the Subdivision Association. In addition to the foregoing, each Owner of a Lot bordering Common Property or retention ponds shall maintain his/her Lot to the edge of the Common Property, retention pond or boundaries of the PUD. Unless otherwise provided, all landscaping on Common Property shall be maintained by the Master Association. The Master Association may, but is not required to, replace trees on Common Property.

10.4 **Miscellaneous Restrictions.** In addition to any restriction imposed by any Subdivision Declaration, each Lot shall be subject to the following restrictions:

10.4.1 Each dwelling, unit or other permitted use shall have access to a public street, either directly or indirectly via an approach, private road, pedestrian way, court or other area dedicated to public or private use or common easement guaranteeing access. Permitted uses are not required to front on a public dedicated road. County officials, officials of the Declarant or the Board of Directors shall be allowed access on privately owned roads, easements and common open space to insure police and fire protection of the area, to meet emergency needs, to conduct services as are their responsibility, and to generally insure the health and safety of the residents of the properties within the Association.

10.4.2 The minimum floor area for single family dwelling or home constructed upon any Lot shall be governed and determined by the restrictions and covenants within each individual Subdivision Declaration.

10.4.3 A minimum of two off street parking spaces per dwelling unit shall be provided. Parking areas shall not be separated from structures to be served by any public right-of-way.

10.4.4 All utilities, including telephone, televisions, cable and electrical systems, except on arterial roads, shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in paramount enclosures or vaults. Landscaping with shrubs and plants to screen all utility facilities permitted above ground must be provided.

10.4.5 The minimum construction requirements for streets or roads, sidewalks, sewer facilities, utilities and drainage shall be in compliance with the requirements of the Indian River County subdivision regulations.

10.4.6 No structures shall be constructed, dug or erected in any of the greenways, canals, lakes or other connecting bodies of water except as approved by the Developer or Board of Directors or its agents. Likewise, no internal combustion engine shall be used for the purpose of propelling a boat in any of the lakes. Boats are prohibited from being used in the lakes within said properties, except by specific individual permit issued by the Board of Directors or its agents.

10.4.7 All buildings shall be connected at the Owner's expense to Central Water and Sewer Utilities within ninety (90) days after completion. Incidental utility or service structures and detached garages shall not be required to make such utility connections. However, wells may be maintained for outside

use, including watering of lawns, swimming pools, etc., subject to approval of duly constituted public authorities and the Board of Directors or its agents.

- 10.4.8 No Lot set forth in the recorded plat or subsequent recorded plats of the Property within the Association can be divided or resubdivided without the specific written authorization and approval by the Board of Directors or its agents. In no event, shall a Lot be redivided so as to create a violation of any of the restrictions herein established or ordinances and regulations of Indian River County, Florida.
- 10.4.9 No parking is permitted in the travel section of any roadway or street for more than twenty four (24) hours.
- 10.4.10 In the event a construction project of any sort is abandoned and remains so for a period of six months, the Board of Directors or the CITRUS SPRINGS PUD may take possession of the site and complete the construction accordingly. In such event, the Board of Directors then may sell the building and recover its cost for performing the work. The Board of Directors also reserves the right to take possession of such uncompleted construction and destroy the work, landscaping the area and selling the Property in order to recover its cost.
- 10.4.11 No residential dwelling unit may be used for commercial purposes. The Board of Directors or its agent may allow certain professional and commercial uses in residential units after a request has been made and authority granted in writing.
- 10.4.12 No fences shall be constructed on any Lot without the prior written approval of the Association, which may be withheld for any reason. All shrub lines must be approved by the Master Association prior to construction or installation. Additionally, all shrub lines must be approved by the Master Association prior to construction or installation and fences may be constructed on any Lot with the prior written approval of the Association and all fences or hedges to be erected on any Lot within the Subdivision shall, at a minimum, comply with the following requirements and restrictions:
- a. All fencing must have written approval of the Association's Board of Directors prior to installation, which may be withheld for any reason.
 - b. No fence or hedge shall be erected within the Subdivision which shall unreasonably restrict or block the view of an adjoining Lot. For this purpose, a hedge or fence shall be maintained at a height not greater than five (5) feet and no wall or fence shall be erected or placed within the front set-back lines of any Lot, unless said wall or fence shall be ornamental and shall not in any manner impair the general scheme of said Property. No wall or fence of any kind, whatsoever, shall be constructed on any Lot until after the height, type and design, and location thereof shall have been approved in writing by the Master Association.
- 10.4.13 All Lots in CITRUS SPRINGS PUD are intended to be residential parcels or non-conflicting commercial uses, and all Lots within the Subdivision shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Master Association unless delegated to the Master Association.
- 10.4.14 Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers such as trash bags or trash cans or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. Swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No outside

burning of wood, leaves, trash, garbage or household refuse shall be permitted. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. Clotheslines, if any, shall be contained within the fenced areas of Lots. No clothing or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use. Nothing herein contained shall be construed to conflict with §163.04, Florida Statutes.

- 10.4.15 No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Master Association. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Master Association, as to its design, height, location and type of flag. No flagpole shall be used as an antenna.
- 10.4.16 All game and play structures, including basketball hoops and supports, shall be located at or adjacent to the driveway to any home or improvement constructed on a Lot, at the side or rear of the improvement, or on the inside portion of the corner Lots within the set back lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.
- 10.4.17 In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a slightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Master Association is obtained.
- 10.4.18 Nothing shall be stored, constructed within or removed from any Common Area other than by the Master Association unless prior written approval is obtained.
- 10.4.19 Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Master Association without prior written consent of the Master Association.
- 10.4.20 No animals, livestock, or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to any other Owner. Residents are encouraged to have such animals neutered. Pets shall be kept only in the home, within screened patio or pool areas, or fenced yards if permitted. No animal shall be permitted off the Lot unless on a leash. Pets shall not be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations of the Master Association and their Owners shall be held accountable for their actions. The Master Association may establish limits on the number and kind of pets that may be kept or permitted on any Lot.
- 10.4.21 No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agents or that of any person or entity constructing improvements within any Subdivision, without prior approval of the Association.
- 10.4.22 No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; or shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted on any Lot. Excepted from the foregoing shall be activities of the Developer or the Master Association, or any assignee of the Developer or the Master Association, in dredging the water areas, creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

10.4.23 All signs, billboards and advertising structures of any kind are prohibited unless approved by the Association or used by the Developer for the marketing and sale of Lots or Property and, except building and subcontractor signs during construction periods, and one (1) sign to advertise the Property for sale during any sales period. No signs may be nailed or attached to trees. "For Sale" signs shall not exceed four (4') square feet or be taller than thirty-six (36") inches and in accordance with uniform sign standards adopted by the Master Association by the Subdivision Association as to appearance and location.

10.4.24 No hedge or shrub planting which obstructs sight lines at elevations between three (3') feet and six (6') feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25') feet rounded property corner from the intersection of the street Property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

10.4.25 No mailbox or paper box of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Master Association. If the United States Postal Service shall indicate a willingness to make delivery to wall receptacles attached to homes, each Owner, on the request of the Master Association, shall promptly replace the boxes previously employed for such purpose of purposes with all receptacles attached to homes.

10.4.26 No home shall be leased or rented for any period without the express consent of the Master Association. A copy of the lease on each home shall be delivered to the Master Association at or before the time the tenant takes possession of the home.

10.4.27 The parking of vehicles is restricted as follows:

10.4.27.1 **Automobiles.** Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages. Automobiles with advertising or logos shall be parked only in garages.

10.4.27.2 **Passenger Vans.** Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a

"passenger van." A non-passenger van shall be subject to the same restrictions as a truck rated one-half (½) ton or less, as more fully provided herein.

- 10.4.27.3 **Trucks and Non-Passenger Vans.** Trucks rated one-half (½) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in CITRUS SPRINGS PUD if parked in garages. Trucks of more than one-half (½) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in CITRUS SPRINGS PUD unless present solely for the actual and continuous repair or construction of residence, but in no event shall any such trucks remain parked in CITRUS SPRINGS PUD for more than three (3) months.
- 10.4.27.4 **Boats, Campers and Trailers.** Boats, campers and trailers shall be permitted to be parked in CITRUS SPRINGS PUD only if parked in garages or within approved storage areas or as necessary for cleaning, loading or unloading.
- 10.4.27.5 **Travel Trailers, Motor Coaches, Motor Homes and Mobile Homes.** Travel trailers, motor coaches, motor homes and mobile homes and any other trailer or vehicle not specifically permitted herein, shall not be parked in CITRUS SPRINGS PUD, except for within approved storage areas or as necessary for cleaning, loading or unloading.
- 10.4.27.6 **Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.
- 10.4.27.7 **Hardship.** In cases of undue hardship, the Master Association may grant a special exception of limited duration to the provisions of this section upon written request to the Master Association.
- 10.4.27.8 **Lawns and Streets.** No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

10.4.28 Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

10.4.29 No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Master Association whose decision shall be final.

10.4.30 No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Master Association if it is non-metallic in appearance.

10.5 **Common Area.** Other than those improvements constructed by the Declarant, no improvements shall be constructed upon any portion of the Common Area without approval from the Master Association

10.5.1 No activities constituting a nuisance shall be conducted upon any Common Area.

10.5.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

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- 10.5.3 The Master Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Master Association.
- 10.6 **Property Maintenance.** In the event an Owner of any Lot or any Subdivision Association (as to Common Property) fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Master Association, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given (30) thirty days within which to correct or abate the situation. If the Owner fails to do so, the Master Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien laws of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien of an Institutional Lender.
- 10.7 **Fines.** It is acknowledged and agreed among all Owners that a violation of any of the provisions of these Declarations or this Article by an Owner or residence will result in irreparable harm to other Owners or residents and the Developer. Each Owner, the Association and the Developer shall have the right to order, enforce and file all actions to obtain orders or judgments for specific performance and injunction of the terms and provisions of these covenants and this Declaration. All Owners agree that a fine may be imposed by the Developer or Association for each day of violation of these covenants continues after notification by the Developer or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If the fine is not paid within fifteen (15) days, the amount of such fine shall accrue interest at a rate of eighteen (18%) percent per annum, and shall be treated as a special assessment as provided in this Declaration.

ARTICLE 11 UTILITY PROVISIONS

- 11.1 **Water system.** The central water supply system provided by the City of Vero Beach, Florida for the service of CITRUS SPRINGS PUD shall be used as the sole source of potable water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot.
- 11.2 **Sewage System.** The central sewage system provided by Indian River County, Florida for the service of CITRUS SPRINGS PUD shall be used as the sole sewage system for the Property. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within CITRUS SPRINGS PUD.
- 11.3 **Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Indian River County, Florida. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.
- 11.4 **Electrical and Telephone Service.** All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and the other buildings located on each Lot shall be concealed and located underground or adjacent to road right-of-ways in a manner acceptable to Indian River County, Florida.

**ARTICLE 12
GENERAL PROVISIONS**

- 12.1 **Privacy Wall.** The Declarant may construct privacy walls, fences, berms, or swale areas within the Property ("Privacy Wall"). A Privacy Wall shall hereinafter be defined as any wall, fence, berm or swale area built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.
- 12.2 **Maintenance of Privacy Walls.** Unless the Association elects to maintain Privacy Walls, Owners shall be responsible for the maintenance of Privacy Walls situated on their respective Lot or Lots.
- 12.3 **Failure to Maintain a Privacy Wall.** To the extent an Owner does not maintain the Privacy Wall contiguous with the boundary line of that Owner's Lot, and the Association has elected not to maintain said Privacy Wall, the Association shall have the right to paint, repair or otherwise maintain that portion of the Privacy Wall. Upon the occurrence of such an event, the Association shall have the right to assess said Owner for the costs thereof and the enforcement provisions contained in this Declaration shall apply.
- 12.4 **Easement for Privacy Wall.** An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the rear or side Lot Line for such Lot. Entry upon a Lot by the Declarant or the Association, or their agents, as provided herein, may occur without notice and shall not be deemed a trespass.
- 12.5 **Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years from the date this Declaration is recorded after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformity with requirements described below. For so long as there remains Class B membership voting rights, the Declarant may amend, change, supplement, modify or terminate this Declaration without the approval of the Owners. In addition to any other manner herein provided for the amendment of this Declaration, these covenants and restrictions may be amended, changed, supplemented, modified or terminated at any time and for any reason from time to time upon the execution and recordation of an instrument approved by the Owners holding not less than two-thirds (2/3) vote of each class of membership in the Association. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Additionally, no such amendment shall adversely affect the right or lien of any Institutional Lender without such mortgagee's express consent. Additionally, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or the St. John's River Water Management District, any other governmental agency or authority or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer. Notwithstanding anything contained herein to the contrary, this provision shall not restrict the right of the Developer to annex additional property in accordance with Section 4.2 of this Declaration, without the consent of the other members of the Association.

Any amendment or termination of any covenant, or part thereof, which would affect the Stormwater Management System, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District.

- 12.6 **Notices.** Any notice required to be sent to any person pursuant to any provision of these Covenants shall be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Master Association. The effective date of the notice shall be the date of mailing.
- 12.7 **Severability.** Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.
- 12.8 **Assignment by Developer.** Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, who acquire any part of CITRUS SPRINGS PUD for development, in whole or in part, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and any entities to whom such rights are assigned in writing. If the Developer sells, transfers, or assigns all of its then remaining interest in CITRUS SPRINGS PUD to any person or entity, such person or entity shall be deemed to be the successor developer of CITRUS SPRINGS PUD and the Class B member of the Master Association; if Developer transfers or assigns less than all of its remaining interest in CITRUS SPRINGS PUD to another person or entity, the successor in interest shall not be the successor developer or the Class B member unless the Developer specifically assigns its rights, obligations and privileges under these Covenants and the Articles of Incorporation of the Master Association to such person or entity by instrument recorded in the Public Records of Indian River County, Florida.
- 12.9 **Disputes and Construction of Terms.** In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association for non-binding arbitration or mediation. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.
- 12.10 **No Waiver.** The failure of the Association or Developer to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the Association or Developer to enforce such right, provision, covenant, or condition in the future.
- 12.11 **Enforcement/Attorney Fees.** In addition to any other rights or remedies provided in this Declaration, this Declaration may be enforced by the Developer, the Association, or any Owner by procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. In any action or proceeding to enforce the provisions of this Declaration or in any way relating to this Declaration, including, without limitation, any action for declaratory relief, the prevailing party shall be entitled to recover from the unsuccessful party all attorney fees incurred at all trial and appellate levels in addition to all other costs and other expenses.
- 12.12 **Indemnification of Officers, Directors or Agents.** The Association shall be entitled to indemnify and procure insurance for any person acting as an officer, director or agent for the Association.
- 12.13 **Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.
- 12.14 **Governing Law/Venue.** The construction, validity and enforcement of this Declaration shall be determined in accordance with the laws of the State of Florida and the exclusive venue for enforcement of this Declaration shall be in Indian River County, Florida.

IN WITNESS WHEREFORE, the Developer has executed this instrument on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

[Signature]
Witness Signature

HMM, INC., a Florida corporation

DAVID LARKIN
Print Witness Name

By: [Signature]
John D. Haley, President
P.O. Box 410999
Melbourne, FL 32941

[Signature]
Witness Signature

Marcia G. Bartley
Print Witness Name

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 21 day of May, 2001, by John D. Haley, as President of HMM, INC., a Florida corporation, who is (personally known to me) or who has produced n/a as identification, and who did take an oath.



Marcia A. Bartley
MY COMMISSION # CC04043 EXPRES
February 4, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public, State of Florida

OR 1407169792

[Signature]
Witness Signature

DAVID LARICIN
Print Witness Name

[Signature]
Witness Signature

Marcia G. Bartley
Print Witness Name

THE SUNTREE PARTNERS, a Florida general partnership

By: HMM, Inc., a Florida corporation as General Partner

By: [Signature]
John D. Haley, President, HMM, Inc.
P.O. Box 410999
Melbourne, FL 32941

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 21 day of May, 2001, by John D. Haley, as President of THE SUNTREE PARTNERS, a Florida general partnership, (who is personally known to me) or who has produced N/A as identification, and who did take an oath.



Marcia A. Bartley
MY COMMISSION # CC904043 EXPIRES
February 4, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public, State of Florida

OR 14, 014, PG 0793

Description: North Parcel

A portion of Tracts 5, 6, and 7, Section 21, Township 33 South, Range 39 East, Indian River County, Florida, according to the LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of said Section 21; thence $N00^{\circ}10'24''E$, along the East line of the Southwest one-quarter of said Section 21, a distance of 2,691.64 feet, to a point on the North right of way line of a 60.00 foot wide right of way for 5th Street SW and Sub Lateral Canal B6 as shown on said plat; thence $S89^{\circ}31'04''E$, along said North right of way line, a distance of 327.21 feet, to a point on the East line of the West 10 acres of said Tract 7 and the POINT OF BEGINNING of the herein described parcel; thence $N89^{\circ}31'04''W$, along said North right of way line, a distance of 2,902.62 feet, to a point on the West line of said Tract 5; thence $N00^{\circ}11'27''E$, along the West line of said Tract 5, a distance of 1,178.00 feet, to a point on the South line of the North 125.00 feet of said Tract 5; thence $S89^{\circ}28'53''E$, parallel with and 125.00 feet South of the North lines of said Tracts 5, 6, and 7, a distance of 2,902.27 feet, to a point on the East line of the West 10 acres of said Tract 7; thence $S00^{\circ}10'24''W$, along the East line of the West 10 acres of said Tract 7, a distance of 1,176.15 feet, to the POINT OF BEGINNING; Containing 78.43 acres, more or less.

Description: South Parcel

A portion of Tracts 11, 12, 13, and 14, Section 21, Township 33 South, Range 39 East, Indian River County, Florida, according to the LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of said Section 21; thence $N00^{\circ}10'24''E$, along the East line of the Southwest one-quarter of said Section 21, a distance of 120.00 feet, to a point on the North right of way line of Oslo Road as described in Official Records Book 1154, Pages 2732 through 2735 of the Public Records of Indian River County, Florida and the POINT OF BEGINNING of the herein described parcel; thence $N89^{\circ}36'51''W$, along said North right of way line as described in said Official Records Book 1154, Pages 2732 through 2735 and in Official Records Book 1162, Pages 1058 and 1059 of the Public Records of Indian River County, Florida, a distance of 804.41 feet; thence $N00^{\circ}10'55''E$, a distance of 117.53 feet; thence $N08^{\circ}01'10''E$, a distance of 280.44 feet; thence $N00^{\circ}10'55''E$, a distance of 478.37 feet; thence $N89^{\circ}38'16''W$, a distance of 1,479.14 feet, to a point on the West line of the East 28.05 acres of said Tract 13; thence $N00^{\circ}10'55''E$, along the West line of the East 28.05 acres of said Tract 13, a distance of 339.38 feet, to a point on the South line of said Tract 12; thence $N89^{\circ}33'15''W$, along the South line of said Tract 12, a distance of 330.69 feet, to the Southwest corner of said Tract 12; thence $N00^{\circ}11'27''E$, along the West line of said Tract 12, a distance of 1,303.00 feet, to a point on the South right of way line of a 60.00 foot wide right of way for 5th Street SW and Sub Lateral Canal B6 as shown on said plat; thence $S89^{\circ}31'04''E$, along said South right of way line, a distance of 2,156.57 feet, to a point on the East line of the West 245.00 feet of the East one-half of said Tract 11; thence $S00^{\circ}10'40''W$, along said East line, a distance of 200.00 feet, to a point on the South line of the North 230.00 feet of the East one-half of said Tract 11; thence $S89^{\circ}31'04''E$, along said South line, a distance of 110.00 feet, to a point on the East line of the West 255.00 feet of the East one-half of said Tract 11; thence $N00^{\circ}10'40''E$, along said East line, a distance of 200.00 feet, to a point on the South right of way line of said 60.00 foot wide right of way; thence $S89^{\circ}31'04''E$, along said South right of way line, a distance of 308.85 feet, to a point on the East line of said Tract 11; thence $S00^{\circ}10'24''W$, along the East lines of said Tracts 11 and 14, a distance of 2,511.64 feet, to the POINT OF BEGINNING; Containing 109.49 acres, more or less.

SCHEDULE 2.14

A parcel of land lying in Tracts 5 and 6, Section 21, Township 33 South, Range 39 East, Indian River Farms Company Subdivision, According to the plat thereof, as recorded in Plat Book 2, Page 25, of the public records of St. Lucie (now Indian River) County, Florida, described as follows.

Commence at the intersection of the Southerly right of way line of the South Relief Canal (250' Right of Way) and the Easterly right of way line of Lateral "B" canal (80' wide Right of way); thence South 89 degrees 28 minutes 53 seconds East, along said Southerly right of way line, a distance of 1010.97 feet to the POINT OF BEGINNING; thence continue, South 89 degrees 28 minutes 53 seconds East, a distance of 937.35 feet; thence South 0 degrees 31 minutes 07 seconds West, a distance of 30.93 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 150.00 feet, a central angle of 81 degrees 58 minutes 54 seconds, and a chord of 131.47 feet bearing South 25 degrees 49 degrees 10 minutes 24 seconds West, a distance of 471.67 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 240.00 feet and a central angle of 90 degrees 18 minutes 32 seconds; thence Southwest along said curve, a distance of 378.29 feet; thence North 89 degrees 31 minutes 04 seconds West, a distance of 281.80 feet; thence South 0 degrees 28 minutes 56 seconds West, a distance of 56.33 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 25.00 feet and a central angle of 51 degrees 19 minutes 04 seconds; thence Southeast along said curve, a distance of 22.39 feet to the point of curvature of a reverse curve, concave to the Southwest, having a radius of 95.00 feet, a central angle of 15 degrees 37 minutes 57 seconds, and a chord of 25.84 feet bearing South 43 degrees 01 minute 10 seconds East; thence Southeast along said curve, a distance of 25.92 feet to the point of curvature of a reverse curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 54 degrees 18 minutes 53 seconds, and a chord of 22.82 feet bearing South 62 degrees 21 minutes 38 seconds East; thence Southeast along said curve, a distance of 23.70 feet; thence South 2 degrees 16 minutes 17 seconds East, a distance of 72.08 feet to the point of curvature of a reverse curve, concave to the Southeast, having a radius of 26.00 feet, a central angle of 62 degrees 17 minutes 44 seconds, and a chord of 26.90 feet bearing South 59 degrees 20 minutes 04 seconds West; thence Southwest along said curve, a distance of 28.27 feet to the point of curvature of a reverse curve, concave to the Northwest, having a radius of 88.00 feet, a central angle of 22 degrees 08 minutes 58 seconds, and a chord of 33.81 feet bearing South 39 degrees 16 minutes 41 seconds West; thence Southwest along said curve, a distance of 34.02 feet to the point of curvature of a reverse curve, concave to the Southeast, having a radius of 26.00 feet, a central angle of 49 degrees 51 minutes 16 seconds, and chord of 21.97 feet bearing South 25 degrees 24 minutes 33 seconds West; thence Southwest along said curve, a distance of 22.62 feet; thence South 0 degrees 28 minutes 56 seconds West, a distance of 77.86 feet; thence North 89 degrees 31 minutes 04 seconds West, a distance of 107.00 feet; thence North 0 degrees 28 minutes 58 seconds East, a distance of 89.60 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 26.00 feet and a central angle of 41 degrees 24 minutes 35 seconds; thence North along said curve, a distance of 18.78 feet to the point of curvature of a reverse curve, concave to the Northeast, having a radius of 88.00 feet, a central angle of 13 degrees 42 minutes 18 seconds, and a chord of 21.00 feet bearing North 34 degrees 04 minutes 30 seconds West; thence Northwest along said curve, a distance of 21.05 feet to the point of curvature of a reverse curve, concave to the Southwest, having a radius of 8.00 feet, a central angle of 62 degrees 17 minutes 44 seconds, and a chord of 26.90 feet bearing North 58 degrees 22 minutes 13 seconds West; thence Northwest along said curve, a distance of 28.27 feet; thence North 3 degrees 14 minutes 08 seconds East, a distance of 72.08 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 54 degrees 18 minutes 53 seconds, and a chord of 22.82 feet bearing North 63 degrees 19 minutes 30 seconds East; thence Northeast along said curve, a distance of 23.70 feet to the point of curvature of a reverse curve, concave to the Southeast, having a radius of 95.00 feet, a central angle of 15 degrees 37 minutes 57 seconds, and a chord of 25.84 feet bearing North 43 degrees 59 minutes 02 seconds East; thence Northeast along said curve, a distance of 25.92 feet to the point of curvature of a reverse curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 51 degrees 19 minutes 04 seconds, and a chord of 21.05 feet bearing North 26 degrees 08 minutes 28 seconds East; thence Northeast along said curve, a distance of 22.39 feet; thence North 0 degrees 28 minutes 58 seconds East, a distance of 50.33 feet; thence North 89 degrees 31 minutes 04 seconds West, a distance of 212.36 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 240.00 feet and a central angle of 89 degrees 42 minutes 31 seconds; thence Northwest along said curve, a distance of 375.77 feet; thence North 0 degrees 11 minutes 27 seconds East, a distance of 472.75 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 150.00 feet and a central angle of 52 degrees 38 minutes 44 seconds; thence Northeast along said curve, a distance of 137.87 feet; thence North 0 degrees 31 minutes 07 seconds East, a distance of 31.28 feet to the POINT OF BEGINNING.

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