

to the sale of the first Lot within a section having a Sub-Association in Sawgrass at Suntree.

(c) No language contained in the Sub-Association articles of incorporation, bylaws and/or Declaration of covenants, conditions and restrictions shall conflict with the language of the Master Association. If conflicting language occurs, the Master Association language shall control.

(d) The Master Association Board of Directors may allow variances of the architectural standards for each area of Sawgrass at Suntree that has a Sub-Association as allowed under Article I, Section 6, of the Declaration of Covenants, Conditions and Restrictions of Sawgrass at Suntree. These variances in architectural standards shall be approved in writing by the Master Homeowners Association Board of Directors.

ARTICLE II ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

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

(b) After Declarant's Class B membership in the Master Association converts to Class A membership, seven (7) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Five (5) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

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

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee. The Committee may charge a non-refundable administrative fee in the amount of \$50.00, payable to the Association for the review and/or processing of plans, specifications and inspection of the proposed improvements. Said fee shall be paid to the Association at the time submission of the application for building on the Lot, an addition, change or alteration is made to the Lot.

(b) Two sets of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan; sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$50.00 shall be paid to the Master Association for processing the plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30)

days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

(c) Builders who have contracted with the Developer to purchase 5 or more lots may submit plans of their models, colors, shingles and landscape designs for general approval by the Committee. Each Builder is responsible for notifying the Committee in writing prior to construction of the exact pre-approved specification as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot. The administrative fee may be waived by the Committee if proper notification is received prior to construction for a specific lot so long as one of the generally approved models and landscape design is being used.

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

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

Section 3. Clearing.

No clearing may take place within a conservation easement within a Lot (see Article II, Section 16 and Article IV, Section 7).

Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed.

It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner including Builders of same shall also be responsible for sodding and maintaining areas between his property line and the water's edge, if any.

If any unauthorized clearing or damage takes place on any Lot, conservation area, upland buffer or any Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The vegetation restoration plans must show the location of plant material, size, and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

Section 4. Grading, Drainage and Floor Elevations.

- (i) Each Lot shall be filled, graded and built to finished floor elevations as defined in this document, as designed by Masteller & Moler, Inc., and as approved by Brevard County Engineering Department. Each Lot must conform to the local governmental agency requirements that control. It is the builder's obligation to conform to these requirements.
- (ii) Five foot wide (5' wide) sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk. The sidewalk shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sod grade of each lot.
- (iii) Finished floor and lot grading elevations shall be set as required by the Lot Grading Plan designed by the engineer of record and approved by Brevard County, St. John's River Water Management District or other governmental agencies. Each builder shall submit one (1) copy of the final survey showing all four (4) corner grades as well as the final finished floor elevation for each home constructed. The final grades and finished floor elevations shall be within acceptable standards allowable by all of the permitting agencies that have jurisdiction to establish finished floor elevations. One (1) copy of the survey shall be forwarded by each builder to the Brevard County Engineering Department for their review and approval.

Section 5. Landscaping.

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

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

(c) A minimum of eight (8) trees are required to be planted in the front and side yard of each residence: at least two live oaks, in 30 gallonj containers or equivalent, not less than 10' to 12' feet in height with 4' to 5' of spread and 2" in caliper at breast height and four of any of the following type trees in not less than 15 gallon containers or equivalent, 7' to 9' feet in height with 3' to 4' of spread and 1" in caliper at breast height: live oak, laurel oak, magnolia, maple or east palatka holly. Three (3) sable palms may be substituted for any two (2) of the trees listed, except for the two (2)thirty (30) gallon live oaks. The trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(d) A minimum of \$1,500. as part of the construction cost of each residential unit must be spent on landscaping material which shall be used to purchase trees and new plant material to be planted at the front of each residence. This planting expense shall not include the cost of floritam sod or irrigation system, both of which are required.

(e) Each Lot shall be entirely sodded including all easements and right-of-ways directly in the front

and rear of all Lots with floritam sod. All Lots that have lot frontage on a lake must sod and irrigate down to the existing waterline. Each residence shall have an automatic sprinkler irrigation system with automatic timers for the proper maintenance and watering of all shrubs and landscaping including areas in right-of-ways and easement areas adjacent to each lot.

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

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

(h) Side planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 3' wide bed starting at the front setback running 50% of the length of each side of the house. (Detail sketch to be provided by Developer).

(i) Lots containing or adjacent to a Conservation Easement or Area may not clear, grade, alter or disturb any plant, or grade within the Conservation Easement or Area (see Article III, Section 16 and Article IV, Section 7).

(j) Notwithstanding the terms and conditions contained in Article II, Section 5, Landscaping, with respect to those Lots in Sawgrass at Suntree, Phase Two, as described in that Plat recorded in Plat Book 45, Pages 48-50 inclusive, the following shall apply: Each Sub-Association area established under Article I, Section 6, of the Declaration of Covenants, Conditions and Restrictions of Sawgrass at Suntree shall be allowed to submit landscaping plans that may vary from the standards outlined in detail in Article II, Section 5, Landscaping. These landscape plans must conform to all codes and requirements of all local government agencies and the landscape plans must be approved, in writing, by the Master Association Board of Directors prior to the construction of a residential unit within the Sub-Association.

Section 6. Roofs. Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios. Flat roofs must be constructed of approved framing and decking, tar paper and gravel or similar material. No metal, aluminum or fiberglass roofs will be permitted.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Under no circumstances shall any home be constructed without either slate, tile, cedar shake, or guaranteed 25 year fungus resistant architectural dimensional fiberglass shingles or equivalent. The Association Board of Directors may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Notwithstanding the terms and conditions contained in the last sentence of the first paragraph of Article II, Section 6. Roofs, Shingle Material and Exterior Elevations, with respect to those lots in Sawgrass at Suntree, Phase Two, as described in Plat recorded in Plat Book 45, Pages 48-50, inclusive, no metal roofs will be permitted unless first approved in writing by the Master Association Board of Directors and the Sub-Association Board of Directors.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the

Committee as to type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee. Owners may repaint residences in the same color and manner as originally approved by the ARC without necessity of obtaining a second written approval. Any Owner wishing to change or alter the color of their residence must submit the color change to the ARC and receive written approval prior to repainting of a residence.

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

Section 8. Overhead Garage Doors and Garage Door Openers.

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used without the written approval of the Committee. All overhead garage doors must be installed and maintained with an operational automatic garage door opener. Garage doors should remain closed when not in use.

Section 9. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1900 square feet for a one-story dwelling and not less than 1200 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted. No lot improvement shall exceed 2 stories or thirty-five (35') feet' in height, whichever is greater. Notwithstanding the terms and conditions contained in Article II, Section 9, Dwelling Size, with respect to those Lots in Sawgrass at Suntree, Phase Two, as described in Plat Book 45, Pages 48-50 inclusive, the following shall apply: The Sub-Association Board of Directors may reduce the minimum square footage a maximum of 400 square feet for the ground floor of a one-story dwelling. Porte-cocheres shall be allowed on homes with enclosed garages upon the prior written approval by the Master Association Board of Directors and the Sub-Association Board of Directors.

Section 10. Building Location.

Buildings shall be set back not less than 25 feet from the front lot line, not less than 7-1/2 feet from each side lot line, and not less than 20 feet from the rear lot line. On a corner lot, the side street setback shall be not less than 15 feet. If a corner lot is contiguous to a key lot, then the side street setback shall be not less than 25 feet. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply. Notwithstanding the terms and conditions contained in Article II, Section 10, Building Location, with respect to those Lots in Sawgrass at Suntree, Phase Two, as described in Plat Book 45, Pages 48-50 inclusive, the following shall apply: Setbacks greater or lesser than those defined in this Section shall be allowed with the prior written approval by the Master Association Board of Directors, the Sub-Association Board of Directors and Brevard County.

Section 11. Post Lights.

Each residence constructed shall be required to install and maintain an exterior post light in the front set back area prior to occupancy. Said post lights shall be black in color and uniform in design and in a standard location on each lot. The exact type and location of the post light shall be determined by the Declarant. All post lights are required to be installed by the builder prior to the occupancy of the residence.

Each Sub-Association's Board of Directors may elect not to have post lights for that Sub-Association. In the event the Sub-Association elects to have post lights, it shall follow the guidelines established in this Section. Each residence constructed may be required to install and maintain an exterior post light in the front set back area prior to occupancy. Said post lights shall be uniform in design and placed in a standard location on each lot. Post light design and location will require the prior written approval by the Master Association Board of Directors and the Sub-Association Board of Directors. All post lights are required to be installed by the builder prior to the occupancy of the residence.

Section 12. Street Address Numbers and Mailboxes.

All street address numbers are to be installed prior to the completion of each residence. The location of street address numbers shall be as uniform as possible on each residence. All mailboxes shall be uniform as to type, color and design. The location, color, size and type of mailboxes and street address numbers shall be determined by the Declarant. All mailboxes and street address numbers are required to be installed by the builder prior to the occupancy of the residence. Notwithstanding the terms and conditions contained in Article II, Section 12, Street Address Numbers and Mailboxes, with respect to those Lots in Sawgrass at Suntree, Phase Two, as described in Plat Book 45, Pages 48-50 inclusive, the following shall apply: Each Sub-Association Board of Directors shall have the option of establishing cluster mailboxes that conform to U.S. postal standards in lieu of the mailbox standard outlined in the Declaration.

Section 13. Lot Restriction.

Lots 7 and 8, Block B, of the Subdivision will be restricted to construction of a one-story residence only.

ARTICLE III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

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

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any

part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

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

Section 4. Subdivision.

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

Section 5. Occupancy Before Completion.

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

Section 6. Maintenance and Repair.

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

Section 7. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six month period.

Notwithstanding the terms and conditions contained in Article III, Section 7, Completion of Construction, with respect to those Lots in Sawgrass at Suntree, Phase Two, as described in Plat Book 45, Pages 48-50 inclusive, the following shall apply: All construction and landscaping approved by the Master Association Board of Directors shall be completed within twelve (12) months from the date of written approval. The Master Association Board of Directors may grant a greater period of time to complete said construction or may grant an extension of said twelve-month period.

Section 8. No Temporary Buildings.

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

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants, which die, shall be promptly removed and replaced.

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

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

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

(e) All sprinkler and irrigation systems are to be maintained in good working order at all times and provide regular daily and weekly irrigation to maintain grass, hedges, shrubs, trees, vines and mass plantings on each Lot.

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

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6') feet, and may be restricted to a height of five (5') feet, above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

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

(c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6') feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the existing residence. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee. The finished side of all fences shall face the exterior of the Lot.

(d) No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

(e) All fences to be constructed in the Subdivision shall be constructed of the board-on-board or shadow box type, and shall be of uniform design and finish. The type and style shall be decided by the Committee. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.

Section 11. Animals, Birds and Fowl.

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

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

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

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck,) tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be, built under the provisions of these restrictions. Boats, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or with six (6') foot fence screening so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. John's River Water Management District permit, even if a residence has not been constructed on the Lot(s).

Notwithstanding the foregoing, pools and pool enclosures may encroach not to exceed five (5') feet into the drainage easements located at the rear of the properties described on the recorded plats.

(b) All Lot Owners who adjoin a Common Area shall assist the Master Association and/or Sub-Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings any conservation area, upland buffer or any Common Areas. In the event an Owner does damage

wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Master Association and/or Sub-Association. The Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

(d) Notwithstanding any provision of this Declaration to the contrary, Tract "J" shown on the Plat recorded in Plat Book 45, Page 32, Public Records of Brevard County, Florida, is subject to the terms and provisions of that certain Agreement and Grant of Master Drainage Easement recorded on February 24, 1999, in Official Records Book 3971 Page 1028, Public Record of Brevard County, Florida, which Master Drainage Easement provides for the drainage of lands not shown on the Plat. Accordingly, in the event of any conflict between the conditions and restrictions imposed on Tract "J" pursuant to the Plat and the terms and provisions of such Master Drainage Easement, such Master Drainage Easement shall control.

Section 16. Upland Conservation and Preservation Easement Area.

For the protection of the wetlands, an upland preservation easement has been created adjacent to each wetland area. This upland preservation area is located along the wetland boundaries throughout the Subdivision and varies in width. These areas are to remain completely undisturbed during the construction and occupancy of any residence. The upland preservation easement is to remain in its natural state and shall not be cleared, filled or disturbed in any way. Each Lot Owner is responsible, pursuant to the St. John's River Water Management District Permit for the protection of this upland preservation area. Each individual Lot Owner will also be responsible for any penalties, fines or restoration that may be required by the St. John's River Water Management District in the event that the upland preservation area is cleared, disturbed or otherwise damaged in anyway by Owner(s) (or his/her contractors, agents or invitees), necessitating enforcement action by the St. John's River Water Management District or the Homeowners Association. In the event the upland preservation area is disturbed or damaged, the owner of the Lot adjacent to the upland preservation area shall be responsible for the replacement and replanting of all damaged or destroyed plants necessary to satisfy the St. John's River Water Management District that the restoration of the disturbed area is consistent with its permit requirements. In the event an Owner does damage the upland buffer or wetland the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Master Association and/or Sub-association. The Owner of any Lot (or his/her contractors, agents or invitees) that has been damaged or cleared, and fails to restore said Lot or Common Area damaged by the Owner (or his/her contractors, agents or invitees) within thirty (30) days of receipt of written notice from the committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of assessment as set forth herein.

Section 17. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the Committee in writing prior to

construction.

Section 18. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Master Association and/or Sub-Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 19. Refuse.

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

Section 20. Nuisances.

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

Section 21. Preservation of Common Areas.

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

Section 22. Wells.

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

Section 23. Open Burning.

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

Section 24. Swimming Pools.

A Swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only in-ground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 25. Right to Inspect.

The Master Association and/or Sub-Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and

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

Section 26. Antennae, Aerials and Satellite Dishes.

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

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

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

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

Section 27. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be in writing by the Committee and shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any public street.

Section 28. Oil and Mining Operations.

No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained and permitted upon any Lot.

Section 29. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 30. Sewage Disposal.

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

Section 31. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 10 feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 32. Tanks.

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

ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

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

(a) That the Conservation Easement Areas be left in their natural condition as set forth in Article III, Section 16.

(b) The stormwater maintenance system as permitted by St. John's River Water Management District may not be altered or changed without the prior approval of St. John's River Water Management District, and shall be maintained by the Master Sawgrass Homeowners Association, Inc.

(c) The landscape easements and tracts as noted on the Final Plat shall be maintained by the Master Sawgrass Homeowners Association, Inc., unless designated to be maintained by a Sub-Association.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent a Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Subdivision. All persons occupying property in Sawgrass At Suntree are required to observe the Covenants and Restrictions of the Sawgrass Homeowners Association. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

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

Section 3. Notice of Conveyance.

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