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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SAWGRASS KEY AT SUNTREE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SAWGRASS KEY AT SUNTREE (the "Declaration") is made this 18 day of
December 2000 contains certain covenants and restrictions made by
Sawgrass Key at Suntree, Inc., a Florida corporation (the "Developer").

DEVELOPMENT PLAN

Sawgrass at Suntree is a planned community of subdivisions providing single family homes. The plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. It is contemplated that the Sawgrass Key development will contain a total of 79 lots and will be developed in phases. The land which will be initially subject to this Declaration and constitute the Sawgrass Key at Suntree subdivision (subject to future expansion) is described in Exhibit "A" attached hereto and by reference made a part hereof, together with the common areas as defined herein (the "subdivision"). The developer may elect to submit additional lots and lands to this Declaration and to the jurisdiction of the subdivision association as provided for in Section 10.6 hereof; provided however, such submittal shall be in the sole discretion of the Developer and without notice to or approval of any person or party whatsoever.

The Subdivision is subjected to certain master use restrictions and architectural controls. These restrictions and controls are contained in a document entitled Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 4102 at Page 3680, as amended in Official Records Book 4128 at Page 573, Official Records Book 4135 at Page 913 and Official Records Book 4231 at Page 1135, all of the Public Records of Brevard County, Florida (the "Master Covenants"). The Master Covenants provide for their enforcement by the Master Sawgrass Homeowners Association, Inc. (the "Master Association"). Each owner of a lot or unit in the Subdivision has been or will be subjected to the Master Covenants and will be a member of the Master Association. The master developer may, in its discretion, submit additional properties to the jurisdiction of the Master Covenants.

In addition to the Master Covenants, other covenants and restrictions may be imposed upon properties within the Sawgrass at Suntree community. These covenants relate only to the particular properties described therein and are generally enforced by Sub-associations as defined in the Master Covenants. The Developer may, in its discretion submit additional properties and lots to this Declaration and to the jurisdiction of the Subdivision Association as provided for in Section 10.6 of this Declaration.

Sawgrass Key at Suntree will be encumbered by both the Master Covenants which will be enforced by the Master Association and by this Declaration which pertains only to the Subdivision, which will be enforced by the Subdivision Association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Sawgrass Key at Suntree Subdivision which is a portion of the Plat of Sawgrass Key at Suntree, Phase Two, as recorded in Plat Book 45, Page 48, Public Records of Brevard County, Florida, (the "Plat") to the covenants and restrictions contained in this Declaration. This Declaration is sometimes referred to as the "Covenants".

The Developer declares that all of the lots described in Exhibit "A" which constitute a portion of the lots of the Plat of Sawgrass Key at Suntree, Phase Two shall be conveyed and occupied subject to all matters set forth in this Declaration and the plat. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records of Brevard County, Florida.

Section 1. MUTUAL BENEFITS AND OBLIGATIONS. The Covenants contained in this Declaration are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. 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 Subdivision.

Section 2. DEFINITIONS. The following words when used in this Declaration shall have the meaning given to them in this Section. These words are capitalized when they appear in this document. When a capitalized word is encountered in this document, reference should be made to this Section or Page 1 of this Declaration for meaning of the word.



2.1 Assessments. Assessments means a sum or sums of money payable to the Association, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel.

2.2 Association. "Association", "Homeowners Association" and "Subdivision Association" shall mean and refer to the Sawgrass Key at Suntree Homeowners Association, Inc., its successors and assigns a not for profit corporation organized under the laws of the State of Florida, and the terms may be used interchangeably from time to time herein. The voting membership of the Association is made up of the parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of partial ownership and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

2.3 Board of Directors. The Board of Directors of the Subdivision Association.

2.4 Common Area. Means all real property within the Subdivision which is owned by the Association or dedicated for use or maintenance by the Association or its members, including, regardless of whether title has been conveyed to the Association:

2.4.1 real property, the use of which is dedicated to the Association or its members by the recorded plat;

2.4.2 real property committed by a declaration of covenants to be leased or conveyed to the Association.

2.5 Community. All of the properties and residences within Sawgrass at Suntree and subject to the Master Covenants.

2.6 Conservation Easement Area. All common areas designated as conservation easements, including upland and wetland areas upon any recorded plat or plats of the Subdivision.

2.7 Declaration of Covenants and Restrictions. This Declaration of Covenants, Conditions and Restrictions for Sawgrass Key at Suntree, as it may be amended from time to time in accordance with the terms hereof.



2.8 Developer. Means and refers to Sawgrass Key at Suntree, Inc. and its successors and assigns, including the Master Developer as provided for in Section 6.8 hereof.

2.9 Governing Documents. The recorded Declaration and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto and the Articles of Incorporation and By-laws of the Homeowner's Association and any duly adopted amendments thereto.

2.10 Landscape Buffer. All Subdivision walls, fences and vegetative buffers erected by the Developer; the Master Developer, their successors in interest or the Association, including the improvements thereto.

2.11 Lot. Whether or not capitalized shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent lots or phases are platted and added to the Subdivision or if the Association and these Covenants are expanded as provided for in Section 10.6 hereof.

2.12 Member. A member of the Association, and may include, but is not limited to, a parcel owner or an association representing parcel owners or a combination thereof.

2.13 Owner. Each person or entity who owns record title to a lot, excluding those having such title merely as security for the performance of an obligation as described in Chapter 697, Florida Statutes.

2.14 Private Streets. A street so designated on the recorded plat which shall be governed and maintained by the Association.

2.15 Voting Interest. The voting rights distributed to the members of the Homeowner's Association pursuant to the governing documents.

2.16 Stormwater Management System. A system which is designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, exhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, 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. 1995.

2.17 Subdivision. The land and properties which are made subject to this Declaration and which are currently described in Exhibit "A" attached hereto,



together with the Common Areas as defined herein and together with such other properties as may be brought within the jurisdiction of the Association and submitted to this Declaration. The Developer may elect to submit additional property to the Subdivision and to the jurisdiction of this Declaration and the Association as further discussed in Section 10.6 hereof.

Section 3. SUBDIVISION ASSESSMENTS.

3.1 General Purpose. The Subdivision Association is organized for the purpose of providing common services to lot owners, owning and maintaining common areas, grounds, paving and maintenance of private roads, streets, curbs, and sidewalks as well as drainage systems from all private roads to the retention ponds in Sawgrass at Suntree; maintenance of entrance gates, signs and street lighting, maintenance of exterior landscaping and irrigation including mulching and fertilizing, exterior painting and providing for the enforcement of the Covenants, and engaging in activities for the mutual benefit of the owners. All lot owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association.

The Subdivision Association shall be responsible for all drainage systems from all private roads to the retention ponds in Sawgrass at Suntree. The Master Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management systems as provided in Master Covenants.

The Subdivision Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Common Areas and other Subdivision Association subdivision improvements located within the Sawgrass Key at Suntree community. This liability policy will cover all the improvements that are the property of the Subdivision Association and general liability regarding their use. The Subdivision Association shall maintain general liability insurance coverage for, but not limited to, the entrance gates, private roads and streets and common areas and other amenities if constructed. In addition the Subdivision Association shall maintain an officers and directors policy for those members of the Subdivision Association who are members of the board of directors. Such policies shall be reviewed on an annual basis to ensure they meet current governmental rules and standards and generally accepted insurance practices. At no time shall coverage be less than a One Million Dollar general liability policy. The insurance must be purchased from an insurance company that is certified to do business in the State of Florida and is in good standing with the Department of Insurance.



The Subdivision Association shall have the right to increase or reduce the level of services it provides and 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 By-Laws of the Subdivision Association; provided, the Subdivision Association shall be responsible for the maintenance, operation and repair of the portion of the stormwater management system to be maintained by it in accordance with the rules of the St. Johns River Water Management District. In order to pay for these services the Subdivision Associations shall charge assessments against the lots and their owners. Each owner is personally obligated for assessments which come due during the time such owners own the lot.

3.2 Enforcement of Assessments.

3.2.1 Personal Obligation. Each Owner is personally responsible for assessments which fall 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.

3.2.2 Lien. All lots are subject to a continuing lien to secure unpaid assessments due to the Subdivision 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 Brevard 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 Subdivision 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 Subdivision 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 Subdivision Association as of the date of its issuance. The lien shall remain in effect until all sums due to the Subdivision Association have been fully paid.

3.3 Annual Assessments. The Subdivision Association shall fix the amount and due date of the annual assessment, the periods of collection, whether annually, semi-annually, quarterly or monthly. All assessments shall be shared equally by the parcel owners. Initially, assessments shall be payable annually. The board shall notify the owners 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. The initial annual assessment for the fiscal year



2000 shall be \$185.00 per month with an additional start-up fee of \$370.00 payable at the initial closing of each lot.

3.4 Date of Commencement of Annual Assessments. The annual assessment for each Lot shall commence at such time a Certificate of Occupancy is issued by Brevard County. The first annual assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual assessment shall be due and payable in advance in the installments and at the place established by the Subdivision Association at the time of such conveyance. ALL PROPERTY EXCEPT THAT WHICH IS LEGALLY PLATTED INTO INDIVIDUAL LOTS AS PER THE RECORDED PLAT OF SAWGRASS AT SUNTREE, PHASE TWO SHALL BE EXEMPT FROM ASSESSMENTS. The Developer has agreed to pay all operating expenses to the extent that they exceed the assessments receivable from other members and other income of the Association until control of the Association has transferred to the members. During such period, the Developer shall be excused from the payment of its share of the operating expenses and assessments related to its parcels.

3.5 Special Assessments. The Subdivision Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association without concurrence of the owners. A major repair is a repair made to an existing capital improvement which exceeds ONE THOUSAND (\$1,000.00) DOLLARS, 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 Subdivision 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 sixty (60%) percent of the owners.

3.6 Classes of Special Assessments. There are two (2) classes of lots for special assessment purposes:

3.6.1 Class I: All lots which have a home constructed thereon which have been issued a certificate of occupancy.

3.6.2 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.



3.7 Effect of Non-Payment of Assessment; Remedies of the Subdivision Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of TWENTY FIVE (\$25.00) DOLLARS and interest from the date due at the rate of EIGHTEEN (18%) PERCENT PER ANNUM until paid. The Subdivision 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 Subdivision 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.

3.8 Subordination of Lien to Mortgages. The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the lot so long as all assessments levied against the lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any lot pursuant to a first mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for assessments which fall due after such date or which fell due before the recording of such mortgage.

3.9 Damage by Owners. The owner of a lot shall be responsible for any expense incurred by the Subdivision 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 and payable in the same manner as annual assessments provided for in these Covenants.

3.10 Master Association Assessments. The owner of a lot shall also be subject to a continuing lien to secure unpaid assessments to the Master Association as set forth in the Master Covenants.

Section 4. OWNER'S RIGHTS.

4.1 Right to Use Common Property. Each owner and members of such owner's family residing with the owner or 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. This right shall pass with title to the lot owned by the owner.

4.2 Utilities. Each owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers and drainage lines constructed



attorneys' fees and costs. No person shall be deprived of any other available right or remedy.

5.3 Other Assessments. Any amounts owed by any owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing lots or homes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision 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 Section 3 of these Covenants.

5.4 Common Property Rights: The Subdivision Association shall have the right:

5.4.1 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;

5.4.2 To convey or encumber any common property if authorized by the Class B member until it terminates and thereafter if authorized by two-thirds (2/3rds) of the Class A 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 Subdivision Association certifying that the conveyance was approved by two-thirds (2/3rds) of the Class A members eligible to vote, is recorded. The authorization contemplated by this subparagraph 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.

5.4.3 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.

5.4.4 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 3 of these Covenants.

5.4.5 To release any common property from the dedication to the Subdivision Association by the plat if approved by the Class B membership until it terminates and thereafter, by two-thirds (2/3rds) of the Class A voting membership.



in the roads or other easements as shown on the plat of Sawgrass at Suntree, Phase Two, as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County.

Section 5. RIGHTS OF THE SUBDIVISION ASSOCIATION.

5.1 Obligations of Members. Each member and the members, tenants, guests, and invitees, are governed by and must comply with the governing documents and rules of the Community, the Association and the Florida Statutes.

5.2 Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any lot 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 on which the violation has occurred or exists, which expense shall be payable by such owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants; shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision 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 Subdivision 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 brought by the Subdivision Association to enforce the provisions of these Covenants, the Subdivision Association shall be entitled to recover its attorney fees and costs if it is the prevailing party.

Actions at law or in equity, or both, to redress, allege failure or refusal to comply with the governing documents, rules of the Association and Florida statutes may be brought by the Association or by any member against the Association, a member, any director or officer of the Association who willfully and knowingly fails to comply with these provisions and any tenant, guest, or invitee occupying a parcel or using the common areas.

The prevailing party in any litigation to enforce the governing documents, the rules of the Association or Florida statutes, is entitled to recover reasonable



5.4.6 Notwithstanding the foregoing, the common property may not be conveyed, encumbered or released from dedication without the consent of the Master Developer, which consent shall not be unreasonably withheld.

Section 6. RIGHTS RESERVED BY DEVELOPER.

6.1 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 Subdivision 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.

6.2 Easements for Utilities and Cable Television.

Developer reserves a perpetual easement on, over and under the easements and Common Property of the Association 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 radio and television cables within the Subdivision. The owners of lots subject to the easements reserved in this Paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision 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, to be held or else conveyed in Developer's discretion to utility companies, the Master Association, the Subdivision Association or an appropriate government agency.

6.3 Drainage Easement. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Drainage flow shall not be obstructed or diverted from drainage easements. The Developer may, upon written authorization from St. John's River Water Management District, 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.

6.4 Maintenance Easement. Developer reserves an easement in, on, over and upon each lot for the purpose of preserving, maintaining or improving the common property.

6.5 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 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. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Developer.

6.6 Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any lot in the Subdivision owned by the Developer 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 and any restriction, easement or right of way granted on the Common Property shall require the consent of the Master Developer, which consent shall not be unreasonably withheld.

6.7 Release of Restrictions, Easements. If a home is erected or the construction of a home 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, the 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 over the lot line, or on the common 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 the Subdivision. Nothing contained in this Section shall be construed to conflict with any adopted ordinance of Brevard County.

Notwithstanding the foregoing, any release of restrictions, encroachments or grants of easement shall require the consent of the Master Developer, which consent shall not be unreasonably withheld.



6.8 Rights of Master Association and Master Developer.

Certain common areas designated in the Master Covenants of the Sawgrass Community are maintained by the Master Association. Members of the Master Association are the developers and owners of lots in each subdivision in the Sawgrass Community. The Master Association for the Sawgrass Community has certain powers, rights and duties with respect to the Subdivision and the overall Sawgrass community which are set forth in its Articles of Incorporation and By-Laws of the Master Association and in the Master Covenants. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to landscaping, fencing and lighting on common areas, sidewalks, maintaining drainage easements, conservation easement areas, common areas, surface water and/or surface water management systems, lakes and other common areas to be used in common with all residents of the Sawgrass community; 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 Master Covenants of the Sawgrass community. If the Subdivision Association or any owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association may, at its election, 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.

The Master Developer has platted the Subdivision and has sold and may hereafter sell lots in the Subdivision to the Developer. All lot owners are hereby noticed that the Master Developer may elect at its option, to succeed to all or part of the rights and obligations of the Developer herein in the event the Master Developer declares that the Developer has breached its obligations under any lot purchase agreement with the Master Developer. Upon such declaration of breach, Master Developer shall succeed to such rights and obligations of the Developer. The Master Developer shall not be liable for any promises, warranties or obligations of the Developer except as may be more specifically set forth in the Subdivision's governing documents. Master Developer may thereafter assign all or any portion of its rights. In the event of any partial assignment, the assignee shall be deemed a Developer and may exercise such rights of the Developer specifically assigned to it.

In the event of any violation of these Covenants, the rules of the Community or Florida Statutes by any member, the Master Association and/or the Master Developer shall have the right but not the obligation to cure any such violation in the same manner as the Subdivision Association and/or Developer as provided for in Section 5 hereof and shall be entitled to all rights and remedies as provided in said section.



Section 7. ARCHITECTURAL CONTROLS

7.1 Duties and Powers of Subdivision Association. Except for the initial construction of homes and other improvements upon any lot and improvements to the common property by a builder, 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 ALTERATIONS OR PERMANENT IMPROVEMENT OF ANY LOTS SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL REVIEW COMMITTEE AND, IF CONSENT OF THE ARCHITECTURAL REVIEW COMMITTEE IS GRANTED, AND THE DEVELOPER. The Developer, until the transfer of control of the Association, shall appoint the members of the architectural review committee. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, building, landscaping plan, landscape devise 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 Subdivision Association may adopt additional standards and criteria to effect the purposes of this Section.

7.2 Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within fifteen (15) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

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

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

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

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision 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.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

7.2.3.1 A landscape plan providing at least six (6) trees of species approved by the Subdivision Association, of 10'-12' minimum height. A minimum of \$2,000 for landscape materials, excluding sod and irrigation is required.

7.2.3.2 A list of plant stock included in the plan; and

7.2.3.3 The size of such stock at the time of planting.

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 Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

7.3 Maintenance of Homes and Lots. Each lot, and all improvements shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsightly provided however, the subdivision association shall be responsible for the maintenance of exterior landscaping and irrigation including mulching and fertilizing, exterior painting and other maintenance as provided for in Section 3 of these Covenants.

7.4 Miscellaneous Use Restrictions.

7.4.1 No fences shall be constructed on any lot except when approved by the Subdivision Association as an enclosure for a pool. All shrub lines must be approved by the Subdivision Association prior to construction.

7.4.2 All lots in Sawgrass Key at Suntree are residential parcels and 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 Subdivision Association. No house constructed on a lot shall have less than 1,800 square feet of living space.



7.4.3 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 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. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. No clothing or cleaning articles shall be hung or displayed on clotheslines or in any other manner on any part of the lot so that it is visible outside of the lot. Nothing herein contained shall be construed to conflict with 163.04, Florida Statutes.

7.4.4 No animals, except usual household pets, shall be kept on any lot. Pets shall be kept only in the home except when being walked by the owner on a leash or when pets are relieving themselves in designated areas. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the lot unless on a leash. Pets shall be permitted to relieve themselves only in designated areas. Owners shall be required to clean up after any pet that relieves itself in any area other than a designated area.

7.4.5 No commercial activity shall be conducted on any lot with the exception of the Developer's real estate sales office or agent.

7.4.6 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; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

7.4.7 All signs, billboards and advertising structures of any kind are prohibited, except builder (General Contractor) 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 must be uniform in appearance.

7.4.8 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 lines 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 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.

7.4.9 No mailbox or paperbox 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 Subdivision Association.

7.4.10 No home shall be leased or rented for a period of less than seven (7) months without the express written consent of the Subdivision Association. A copy of the lease on each home shall be delivered to the Subdivision Association at or before the time the tenant takes possession of the home. 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 leased premises are part of a subdivision. All persons occupying property at Sawgrass Key at Suntree are required to observe the covenants of the Sawgrass Homeowner's Association ("Master Covenants") and the covenants of Sawgrass Key at Suntree Homeowner's Association ("Subdivision Covenants") and all covenants and restrictions are to be obtained from the landlord.

7.4.11 The parking of vehicles in the Subdivision is restricted as follows:

7.4.11.1 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.

7.4.11.2 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 (1/2) ton or less, as more fully provided in subparagraph 7.4.11.3 below.

7.4.11.3 Trucks and Non-Passenger Vans.

Trucks rated one-half (1/2) ton or less, without any advertising 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 the Subdivision if parked in garages. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than four (4) hours. Trucks or more than one-half (1/2) 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 the Subdivision unless present solely for the actual and continuous repair or construction of a residence.

7.4.11.4 Boats, Campers and Trailers. Boats, campers and trailers shall be permitted to be parked in the Subdivision only if parked in garages.

7.4.11.5 Travel Trailers, Motor Coaches, Motor Homes and Mobile Homes. Travel trailers, motor coaches, motor homes and mobiles homes and any other trailer or vehicle not specifically permitted above in this subparagraph 7.4.11, shall not be parked in Sawgrass Key at Suntree at any time.

7.4.11.6 Hardship. In cases of undue hardship, the Subdivision Association may grant a special exception of limited duration to the provisions of this section upon written request to the Subdivision Association.

7.4.11.7 Lawns and Streets. No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

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

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

7.4.14 Unless appropriate written consents or permits are obtained from all applicable governmental agencies, each of the following activities



within, or uses of, jurisdiction wetlands (that is, wetlands within the jurisdiction of the St. Johns River Water Management District, the Department of Environmental Regulation, and the U.S. Army Corps of Engineers, or any of them) within Sawgrass Key at Suntree are hereby prohibited and restricted:

7.4.14.1 The construction, installation or placement of signs, buildings, fences, walls, roads or other structures and improvements in or above the ground of the wetlands;

7.4.14.2 The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials on jurisdictional wetlands;

7.4.14.3 The cutting or removal or destruction of trees, shrubs or other vegetation from wetlands, and

7.4.14.4 The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance from wetlands areas.

7.4.15 Setbacks shall be as follows: Front yard not less than 20 feet; rear yard setbacks not less than 20 feet and side yard setbacks not less than 5 feet.

7.4.16 No front porch shall be screened or otherwise enclosed.

7.4.17 There shall be no exterior antennas or aerials. Any earth satellite reception equipment shall not be visible from any street and shall be screened from other property within the subdivision.

7.4.18 All garage doors shall maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading and replacement and the unloading and removal of other items customarily kept or stored therein.

7.4.19 No lot shall be re-subdivided, platted or divided without the prior written consent of the Developer or the Association as successor to the Developer.

Section 8. UTILITY PROVISIONS:



8.1 Water System. The central water supply system provided by the City of Cocoa for the service of the Subdivision shall be used as the sole source of 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.

8.2 Sewage System. The central sewage system provided by Brevard County for the service of the Subdivision shall be used as the sole sewage system for each lot. 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 furnishings of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

8.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the lots by the entity selected by Brevard County. Each lot owner shall pay when due the periodic charges or taxes for such garbage collection service.

8.4 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 in a manner acceptable to Brevard County.

Section 9. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

9.1 Definitions. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

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



9.3 Maintenance by Owners. The Developer have constructed a drainage swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builder, shall be responsible for the maintenance, operation and repair of the swales or berms on the lot. Maintenance, operation and repair shall mean the exercise of practices such as mowing and erosion repair which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the drainage swale is located.

9.4 Maintenance by Assessments. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9.5 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

9.6 Amendment. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management systems, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

9.7 Enforcement. 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 the Covenants which relate to the maintenance, operation and repair of the surface water or stormwater management system.



Section 10. GENERAL PROVISIONS.

10.1 Duration and Amendment. These Covenants 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 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 Subdivision 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. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the president or vice president and secretary of the Subdivision Association upon affirmative vote of two-thirds (2/3rds) of the owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. As long as the Developer controls the board of directors of the association and has not relinquished control and operation to the homeowners, the Developer may, with the consent of the Master Developer, which consent will not be unreasonably withheld, and without any notice or vote by other lot owners, change, modify or amend any provision of this Declaration, in whole or in part, by executing a written instrument making such change and having the same recorded in the public records of Brevard County, Florida. 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.

Any amendment which would affect the surface water management system, including the water management portions of the common property, must have the prior approval of the St. Johns River Water Management District.

10.2 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 Subdivision Association. The effective date of the notice shall be the date of mailing.

10.3 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.



10.4 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 the Subdivision 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 remaining interest in the Subdivision to any person or entity, such person or entity shall be deemed to be the successor developer of the Subdivision and the Class B member of the Subdivision Association; if Developer transfers or assigns less than all of its remaining interest in the Subdivision 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 Subdivision Association to such person or entity by instrument recorded in the Public Records of Brevard County, Florida.

10.5 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.

10.6 Expandable Association. Upon recordation of this Declaration, the Subdivision Association shall have as members all owners of lots in that portion of the properties to which this Declaration has been made applicable and said portion shall be subject to the jurisdiction of said Association, the provisions of this Declaration and the terms of the Articles of Incorporation and Bylaws of the Subdivisions Association, as amended from time to time.

If the Developer elects to submit additional lots and properties to this Declaration and to the jurisdiction of the Subdivision Association, the owners of lots included therein shall also be members of the Subdivision Association and shall enjoy the use of and contribute toward the cost of maintenance, repair and operation of the common areas.

Any additions of portions of the subdivision, which Developer elects to submit to this Declaration shall be made by filing and amendment to this Declaration with respect to the additional property which, if applicable, shall extend



these covenants and restrictions to such property, and provide, if applicable, that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

Such amendment to this Declaration may contain such additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event however, shall such Supplementary Declaration revoke or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.



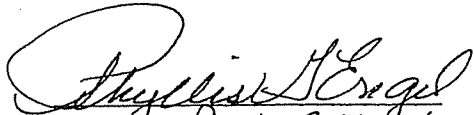
CFN 2000250183

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:


Witness: Phyllis G. Engel

Sawgrass Key at Suntree, Inc.



Witness: TIMOTHY A. TYIER

BY: 

Address: 7205 Waelti Drive
Melbourne, FL 32940

STATE OF FLORIDA
COUNTY OF BREVARD

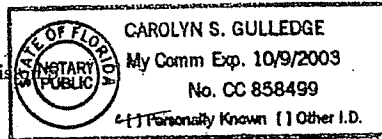
The foregoing instrument was acknowledged before me this 18 day of Dec., 2000 by Steve Winterfeldt as V. President of Sawgrass Key at Suntree, Inc., who is personally known to me or who has produced _____ as identification and who did take an oath.



Notary Public

My Commission Expires:

revision 12/13/00 Final REV 12-20-00
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EXHIBIT "A"

Property initially subject to these covenants

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 46, 47, 48, 49, 50, 51, 52, 53, Block C, and Lot 1, Block D, SAWGRASS AT SUNTREE, PHASE TWO, according to the plat thereof, as recorded in Plat Book 45 at Page 48 of the Public Records of Brevard County, Florida.



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Exhibit "B"

Additional property which may be submitted to these covenants

Lot 54, Block C, Lot 25, 2, 3 and 4, Block D, SAWGRASS AT SUNTREE, PHASE TWO, according to the plat thereof, as recorded in Plat Book 45 at Page 48 of the Public Records of Brevard County, Florida.

and

Lots 18, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 2, 9, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45, Block C, Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block D, of that unrecorded plat of future phases of SAWGRASS AT SUNTREE.



CFN 2000250183

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JOINDER AND CONSENT

The undersigned, Colonial Bank, the owner and holder of that certain Mortgage dated March 24, 2000 and recorded in Official Records Book 4140 at Page 3344 of the Public Records of Brevard County, Florida, encumbering the aforementioned property, does hereby consent and join in the recording of the Declaration of Covenants, Conditions and Restrictions for Sawgrass Key at Suntree, and does hereby subordinate the lien of its Mortgage to the aforescribed Declaration.

In witness whereof, said Mortgagee has hereunto set its hand and seal this 16th day of October, 2000.

Signed, sealed and delivered
in the presence of:

Colonial Bank


Gary E Wolf
Witness: GARY E WOLF

James S. Tharpe
James Tharpe
Vice President

Kimberly A. Allen
Witness: Kimberly A. Allen

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16th day of October, 2000 by James Tharpe, as Vice President of Colonial Bank. He is personally known to me or produced _____ as identification and did/did not take an oath.

 Kimberly A. Allen
Commission # CC 744350
Expires May 20, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Kimberly A. Allen
Notary Public / CC 744350 xp. 5/20/02
Kimberly A. Allen



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