

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.

