

Sawgrass At Suntree – Home Owners Association Covenants - Index

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**FIRST RESTATEMENT OF THE
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST RESTATEMENT, executed on the date hereinafter set forth, restates the original Declaration recorded in Official Records Book 4102, Page 3680, and all amendments through and including the Tenth Amendment thereto, which Declaration and Amendments were imposed by **SAWGRASS LAND DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant owned certain properties in the County of Brevard, State of Florida which are platted as

SAWGRASS AT SUNTREE PHASE ONE
A Subdivision Lying in
Section 26, Township 26 South, Range 36 East
Brevard County, Florida

according to the Plat thereof recorded in Plat Book 45 Page(s) 32, Public Records of Brevard County, Florida; and

SAWGRASS AT SUNTREE PHASE TWO
A Subdivision Lying in
Sections 22, 23, 26 and 27, Township 26 South, Range 36 East
Brevard County, Florida

According to the Plat thereof as recorded in Plat Book 45, Page(s) 48-50, Public Records of Brevard County, Florida, which Property the Declarant has added to the Subdivision, and which Property is subject to the Declaration.

The Plat is referenced as Phase 2A in the permanent files of St. John's River Water Management District under Permit No. 4-009-0626-ERP and Brevard County Land Development Division Project No. 00-7; and

SAWGRASS AT SUNTREE PHASE THREE
A Subdivision Lying in
Sections 23 and 26, Township 26 South, Range 36 East
Brevard County, Florida

According to the Plat thereof as recorded in Plat Book 46, Page(s) 21 and 22, Public Records of Brevard County, Florida, which Property the Declarant has added to the Subdivision, and which Property is subject to the Declaration.

The Plat is referenced as Phase 2F in the permanent files of St. John's River Water Management District under Permit No. 4-009-0626-ERP and Brevard County Land Development Division Project No. 00-7; and

SAWGRASS AT SUNTREE PHASE FOUR
A Subdivision Lying in
Sections 26 and 27, Township 26 South, Range 36 East
Brevard County, Florida

According to the Plat thereof as recorded in Plat Book 46, Page(s) 83-85, Public Records of Brevard County, Florida, which Property the Declarant has added to the Subdivision, and which Property is subject to the Declaration.

This Plat is referenced as Phase 2B and 2C in the permanent files of St. John's River Water Management District under Permit No. 4-009-0626-ERP and Brevard County Land Development Division Project No. 00-7; and

SAWGRASS AT SUNTREE PHASE FIVE
A Subdivision Lying in
Sections 26 and 27, Township 26 South, Range 36 East
Brevard County, Florida

According to the Plat thereof as recorded in Plat Book 47, Page(s) 14, 15, and 16, Public Records of Brevard County, Florida, which Property the Declarant has added to the Subdivision, and which Property is subject to the Declaration.

This Plat is referenced as Phase 2D and 2E in the permanent files of St. John's River Water Management District under Permit No. 4-009-0626-MERP and Brevard County Land Development Division Project No. 00-7.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association", "Sawgrass Homeowners Association", "Homeowners Association" and "Master Association" shall mean and refer to "MASTER SAWGRASS HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S, on the plat of SAWGRASS AT SUNTREE PHASE ONE as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Community" shall mean all residences within Sawgrass at Suntree.

"Conservation Easement Area(s)" shall mean and refer to those Common Areas designated as conservation easements, and shall include upland and wetland areas, upon any recorded Subdivision Plat or Plats of the Subdivision.

"Declarant" and "Developer" shall mean and refer to SAWGRASS LAND DEVELOPMENT COMPANY, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls, fences, and vegetative buffers erected by the developer, his successor(s) in interest of the Association, (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Private Street" shall be referenced on the recorded Plat and shall also be governed by a Sub Association as deemed below.

"Sub-Association(s)" shall mean a not-for-profit organization under the laws of the State of Florida, its successors and assigns, which are a part of and benefit from the Master Association, but have additional, obligations, restrictions and assessments beyond the Master Association and which shall govern defined areas also within the jurisdiction of the Master Association.

"Subdivision" shall mean that property platted as SAWGRASS AT SUNTREE PHASES ONE THROUGH FIVE, the legal description of which is attached hereto as Exhibit "A" through Exhibit "E", and such other property as has been brought within the jurisdiction of the Association and submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. General Purposes of Master Association.

The Master Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping, fencing and lighting on the Common Areas; owning sidewalks, maintaining the drainage easements, Conservation Easement Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Master Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Master Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Master

Association. There may be common areas within the Subdivision which are designated for the sole use and benefit of the members of a Sub-Association and which shall be managed and maintained by that Sub-Association, the costs of which shall be assessed solely to the Sub-Association members.

(a) General Purposes of Sub-Associations.

Separate Sub-Associations will be formed for those portions of the Subdivision which will contain tracts and facilities servicing and benefiting a limited number of Lots and Owners as opposed to all owners and Lots in the Subdivision (the "Limited Common Facilities"). In such case, these Limited Common Facilities will be conveyed to, managed by and maintained by the applicable Sub-Association which will also be responsible for assessments (independent of the Master Association assessments) for the costs and expense of managing and maintaining these Limited Common Facilities. Such assessments will be levied on the Owner of those Lots who have been specifically designated in the Sub-Association documents as being members of the Sub-Association. The Sub-Associations are organized for the purpose of providing common services to Lot Owners within the governing area of the Sub-Association; owning and maintaining landscaping, fencing and lighting on the Limited Common Facilities; owning and maintaining streets, curbs, sidewalks, entrance gates and access systems, pools, clubhouses and amenities within the designated jurisdiction of the Sub-Association and designed to service and benefit its members; providing enforcement of its covenants and restrictions; and engaging in activities for the mutual benefit of the Owners of lots within the Sub-Association. In order to pay for these services, the Sub-Association will charge as assessment in addition to the Master Association's assessment against the Lots and their Owners within the Sub-Association's jurisdiction. A Lot may be subject to a lien for any unpaid assessments, but additionally, each Lot Owner within the Sub-Association is personally obligated for the assessment coming due during the time such Lot Owner owns a Lot. The functions of the Sub-Association shall be performed by a board of directors. Provisions relating to the Sub-Association and their board of directors will also be contained in the articles of incorporation and bylaws of the Sub-Association. Notice is hereby given that Lot Owners within the Subdivision may be required to be members of not only the Master Association, but also members of a Sub-Association at the time that a Lot subject to Sub-Association jurisdiction is conveyed to its initial Owner from the Declarant. The amount of this initiation fee and other annual fees shall be defined in the governing documents of the Sub-Association and recorded in public records of Brevard County, Florida.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Master Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$250.00 per Lot, payable to the Master Association at the time a Lot is conveyed to its initial Owner from the Declarant. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot and house after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2001 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all

such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of Lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned Lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) 3 months after 90% of the residential Lots in all phases of the Subdivision have been conveyed by the Developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale), or

(b) Upon the election of the Declarant or successor Developer.

Section 4. Membership Vote.

Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person, or by proxy at the time the vote is taken at a meeting, or by actual ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

Section 6. Sub-Associations.

(a) A Sub-Association shall be required if any of the following occurs within a portion of any section or division of the development of Sawgrass at Suntree development:

- (i) a security gate restricting public access to a portion or division of the Subdivision is installed requiring that section or division of the Subdivision to have private streets;
- (ii) a recreation area is created including a pool which is for the benefit and use by only a section or division of the Sawgrass Subdivision;
- (iii) common exterior maintenance of Lots and structures thereon is provided on an assessment/fee basis by an entity other than the Lot Owner for all Lot Owners in a specific section or division of the Subdivision (i.e. Maintenance Free Community).

(b) Each Sub-Association shall have articles of incorporation, bylaws and a declaration of covenants, conditions and restrictions recorded in the Public Records of Brevard County, Florida, prior

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.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants. Provided, however, this shall not apply if there are insurance proceeds available to pay for damage.

Section 6. Motor Boat Use Restriction.

No motor powered, man-powered, wind propelled or electric boats of any kind whatsoever may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vessels may be used in wetland areas within the Conservation Easement Areas.

Section 7. Conservation Easement Areas.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("District"), its successors or assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their natural condition as a wooded water recharge, detention and percolation and environmental conservation area. Declarant fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Unless the SJRWMD gives prior written consent, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted.

(a) The construction or placing of buildings, roads, signs, billboards or any other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) 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; and

(c) The removal or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

(g) Acts or uses detrimental to such retention of land or water areas, and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, the Master Association and/or Sub-Association, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, the District, and to their successors and assigns. Upon conveyance by the Developer to third parties (including the Association) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

District's Discretion. The District may enforce the terms of this Conservation Easement as its discretion, but if Developer breaches any term of this Conservation Easement and the District does not exercise its rights under this Conservation Easement, the District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

District's Liability. Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Developer's ownership of these areas. Neither Developer, nor any person or entity claiming by or through Developer, shall hold the District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Area.

Acts Beyond Developer's Control. Nothing contained in this Conservation Easement shall be construed to entitle the District to bring any action against Developer for any injury or change in the Conservation Easement Areas resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Developer under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

Reserved Rights. Declarant reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement. Notwithstanding the foregoing prohibitions, the Declarant may conduct the activities specified in Agreement and Grant of Master Drainage Easement recorded in

Section 8. Maintenance of Roads and Streets:

All of a portion of the roads and streets within the boundaries of the Subdivision, may be private in nature and not dedicated to the public. The access to these roads and streets may be restricted from access to the general public at the general point of access. The Sub-Associations of Sawgrass Homeowners Association, Inc. are responsible for maintaining and insuring their individual private roads, streets, curbs and sidewalks, as well as drainage systems from all private roads to the retention ponds in Sawgrass at Suntree.

Unless and until such time as the undeveloped lands adjacent to the north boundaries of the Subdivision are annexed into the Subdivision and the Association, or other association having jurisdiction over any private street, and entitled to access in accordance with the terms of such annexation, Developer, its successors and/or assigns, hereby grants unto A. Duda & Sons, Inc., its successors and assigns, a non-exclusive easement for vehicular ingress and egress to and from such lands and Portage Trail, as well as for the connection to and installation, operation, maintenance, repair and improvement of roadway, utilities and related improvements, within and upon the right-of-ways. This easement is reserved and granted in contemplation of the future residential development of such adjacent lands and use of this easement to facilitate such development shall not be deemed an overburdening of such easement. Uses in accordance with the foregoing easement shall be free and unimpeded, and such use shall not subject the easement holders to any assessment, fee, toll, or other charge or cost levied by the Master Sawgrass Homeowners Association, Inc., or other Sub-Association having jurisdiction over any private street within Sawgrass Subdivision.

Section 9. Maintenance of Operation of Surface Water or 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 system(s) 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. John's 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. John's River Water Management District.

The Builder and 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 Builders, 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. John's 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 swale 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.

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

Section 10. Maintenance of Drainage Easements.

It shall be the duty of the Master Association to maintain the drainage easements if said duty is not

assumed by any governmental agency pursuant to any dedication agreement or is not imposed on a Lot Owner. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance and may charge the association for these costs; provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by St. Johns River Water Management District and Brevard County pursuant to a permit modification.

Section 11. Maintenance and Operation of Common Areas.

The Master Association shall be responsible for the maintenance, operation and repair of any recreational facilities if constructed that are not under the control and operation of a Sub-Association whose member are the sole beneficiaries of said recreation area. The Master Association shall maintain the recreation area under its direct control to a reasonable standard for the health, safety and attractive appearance for the residents. The Master Association may repair, reconstruct or modify the recreational facilities to meet the needs and expectations of the members of the Master Association. Access to and use of any recreational tract, if created, may be denied to the general public and is intended for the private use of the members of the Association and their invited guests. The Association may establish rules of operation governing the use of this facility. These rules shall be posted at the recreational facility and shall be given to each resident including any modifications or amendments thereof. Each member of the Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Association shall be responsible for carrying general liability insurance covering the members of the Association for the use of the recreational facility and other common areas within the subdivision,

Section 12. Maintenance and Operation of Recreational Facilities.

The Sub-Association shall be responsible for the maintenance, operation and repair of any recreational facilities if constructed that are under its control and are restricted for the use of that section or division of Lots that are part of a Sub-Association. The Sub-Association shall maintain the recreation area to a reasonable standard for the health, safety and attractive appearance for the residents of the Sub-Association. The Sub-Association may repair, reconstruct or modify the recreational facilities to meet the needs and expectations of the members of the Sub-Association. Access to and use of any recreational tract, if created, may be denied to the general public and is intended for the private use of the members of the Sub-Association and their invited guests. The Sub-Association may establish rules of operation governing the use of this facility. These rules shall be posted at the recreational facility and shall be given to each resident including any modifications or amendments thereof. Each member of the Sub-Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Sub-Association shall be responsible for carrying general liability insurance covering the members of the Sub-Association for the use of the recreational facility and other common areas within the section or division of the Subdivision.

Section 13. Maintenance of a General Liability Insurance Policy for Master Association Property.

The Master Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Master Association subdivision improvements located in Sawgrass At Suntree. This liability policy will cover all of the improvements that are the property of the Master Association and general liability regarding their use. In addition, the Master Homeowners Association shall maintain an Officers and Directors policy for those members of the Master Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental roles and standards, and generally acceptable 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.

Section 14. Maintenance of General Liability Insurance Policy for Sub-Association Property.

The Sub-Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Sub-Association subdivision improvements located in Sawgrass At Suntree. This liability policy will cover all of the improvements that are the property of the Sub-Association and general liability regarding their use. The Sub-Association shall maintain general liability insurance coverage for, but not limited to, the entrance gate, private streets and recreation facilities (if constructed). In addition, the Sub-Association shall maintain an Officers and Directors policy for those members of the Sub-Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable 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.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. The Developers payment for expenses in excess of assessments may be in the form of a loan to the Association from the Developer for the payment of those current expenses.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to any assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fees, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Master Association and each Sub-Association shall fix the amount and the due date of its annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Association and the Sub-Association. Each applicable Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Assessments shall also be used for the Association management fees and maintenance or repair of the surface water or stormwater management systems including, but not limited to, work within retention

areas, drainage structures and drainage easements.

Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A Member, and at the beginning of each fiscal year of the Association thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.

Section 4. Special Assessments.

The Master Association and/or each Sub-Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of the votes needed for a quorum of the total membership vote. The Association and/or Sub-Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of covenants and restrictions with regard to specific Lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and/or Sub-Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2002, the annual assessment shall be \$250.00 per Lot.

(a) From and after January 1, 2002, the annual assessment shall be set by the Master Association (or Sub-Association with respect to Sub-Association annual assessments), and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2001.

(b) From and after January 1, 2002, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 30% of each class of members who are voting. The vote should be by certified written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

(c) Sub-Association's annual assessments shall be found in a recorded document in the Public Records of Brevard County, Florida, and may be amended from time to time.

ARTICLE VI
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fees, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after 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. The lien will remain in effect until all sums due to the Master Association and/or Sub-Association have been fully paid and the Master Association and/or Sub-Association is hereby authorized to take any and all

actions provided in law or equity to collect such sums. Any payment received by the Master Association and/or Sub-Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Master Association and/or Sub-Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association and/or Sub-Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Master Association and/or Sub-Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 12% per annum until paid. The Master Association and/or Sub-Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Master Association and/or Sub-Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Master Association and/or Sub-Association and each Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon the finding of a violation, the Master Association and/or Sub-Association may issue the Owner of a Lot a written notice either by certified mail, return receipt requested, or posting a notice on the property. Said notice shall: (i) request that the Owner cure the violation within thirty (30) days of receipt of said notice; (ii) advise the Owner that a fine may be imposed if the violation is not cured within said 30 days of receipt of said notice; (iii) advise the Owner that his/her Lot may be subject to a lien for such frae, together with any costs expended by the Master Association and/or Sub-Association for such notice, investigation, attorney's fees and costs, and curative actions which the Master Association and/or Sub-Association may take, including, but not limited to, correction of the violation by the Association, and removal of items placed on a Lot in violation of this Declaration; and (iv) advise the Owner of a hearing to be conducted regarding such violation after at least twenty-one (21) days following Owner's receipt of said written notice of such violation.

(c) The hearing on said violation will be conducted by a committee consisting of a least three (3) members to be appointed by the Board of Directors. Committee members may not be officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. In the event the violation is not cured within said thirty (30)day period; the Committee, upon a majority Vote, may approve and impose a fine for such violation and failure to cure same. The amount of the fine at the time of the filing of this Declaration is \$25.00 per day (the fine shall become an assessment upon the Lot until paid and enforceable as provided herein for unpaid assessments). Said amount may be increased from time to time by the Board of Directors without vote of the Association, or amendment to this Declaration.

(d) The Master Association and/or Sub-Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII RIGHTS RESERVED BY DEVELOPER

Section I. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefor and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas (including Sub-Association Common Areas) shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over 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 said easements. All easements reserved by 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, a Sub-Association or appropriate government agency.

Section 3. Drainage.

The Master 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 Master Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. John's River Management District permit. Additionally, the Master 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. John's River Water Management District.

Section 4. Maintenance Easement.

The Developer and the Master Association reserves an easement within all designated drainage and

utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

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 Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

So long as the Declarant controls the Board of Directors of the Association, and has not turned the Association over to the control and operation of the Homeowners, the Declarant may, in its sole discretion 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.

At any time after the Declarant no longer owns any Lot or Lots within the Subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Master Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. John's River Water Management District.

Section 3. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration of the Articles of Incorporation of the Association, provided such approval is not unreasonably withheld by the FHA or VA.

Section 4. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. Johns River Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds (2/3) of the total membership vote.

Section 5. Future Development within the Project.

The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 6. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Sawgrass At Suntree Subdivision, the Master Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Master Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Master Association, the owners of lots included therein shall also be Members of the Master Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(d) Such supplementary declaration may contain such complementary 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.

THE FOREGOING FIRST RESTATEMENT IS EXECUTED BY THE UNDERSIGNED ON THE DATE SET FORTH BELOW.

WITNESSES:

SAWGRASS AT SUNTREE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

By: _____

Print name: _____

As its President

Address: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgements, personally appeared _____, as President of SAWGRASS AT SUNTREE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation, to me known to be the person described or who provided _____ as identification, in and who executed the foregoing instrument and acknowledged before me that he executed same. The said person was not under oath.

WITNESS my hand and official seal this _____ day of _____, 2006.