

This instrument prepared by
and should be returned to:
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1638553
THIS DOCUMENT HAS BEEN RECORDED
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04/20/2006 at 11:32 AM,

JEFFREY K BARTON, CLERK OF
COURT

CERTIFICATE OF AMENDMENT TO AND RESTATEMENT OF DECLARATION OF

PROTECTIVE COVENANTS AND RESTRICTIONS FOR OAK CHASE

The undersigned, being the President and Secretary of Oak Chase Property Owners Association, Inc., a Florida not-for-profit corporation, hereby certify that at a Membership meeting duly held on the 15th day of March, 2005, in accordance with the requirements of Florida law and of the Declaration of Protective Covenants and Restrictions for Oak Chase recorded in Official Record Book 1309, beginning at Page 2193, of the Public Records in and for Indian River County, Florida, not less than two-thirds (2/3) of the membership voted to amend and restate the Declaration of Protective Covenants and Restrictions for Oak Chase and the documents attached thereto as set forth in the amended and restated Declaration of Protective Covenants and Restrictions for Oak Chase attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned President and Secretary of Oak Chase Property Owners Association, Inc., have executed this Certificate of Amendment to and Restatement of the Declaration of Protective Covenants and Restrictions for Oak Chase on this 13 day of April, 2005.

Oak Chase Property Owners Association, Inc.

BY: *Richard M. Mottola, Jr.*
President

(CORPORATE SEAL)

ATTEST:

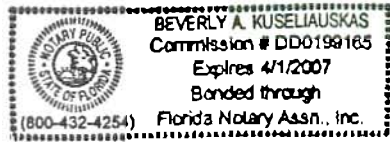
BY: *Robert F. Brennan*
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert M. Nielsen and Robert Duery, the President and Secretary of Oak Chase Property Owners Association, Inc., personally known to me or presented the following identification

WITNESS my hand and official seal in the State and County last aforesaid, this 13th day of April, 2005.

Beverly A. Kuseliauskas
Notary Public



**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR OAK CHASE**

This Amended and Restated Declaration of Protective Covenants and Restrictions for OAK CHASE is made and entered into as of the 15~~th~~ day of March, 2005 by OAK CHASE HOME OWNERS' ASSOCIATION, INC.

RECITALS

WHEREAS, this DECLARATION is an amended and restated Declaration of Protective Covenants and Restrictions for OAK CHASE, Phase I, as recorded December 21, 1999 in the official record book 1309, page 2193 of the public records of Indian River County, Florida; amended by the First Amendment to the Declaration of Protective Covenants and Restrictions as recorded January 10, 2001 in the official record book 1380, page 2695; amended by the Second Amendment to the Declaration of Protective Covenants and Restrictions for OAK CHASE as recorded July 25, 2002 in the official record book 1508, page 993 of the public records of Indian River County, Florida; and amended by the Third Amendment to the Declaration of Protective Covenants and Restrictions for OAK CHASE as recorded September 19, 2003 in the official record book 1674, page 905.

WHEREAS, the Quit Claim Deed was recorded June 15, 2004 in the official record book 1746, page 446.

DECLARATION

NOW, THEREFORE, the ASSOCIATION declares that OAK CHASE shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this DECLARATION, shall be defined as set out below:

- 1.1 **ASSESSMENT** shall mean and refer to those charges made by the ASSOCIATION from time to time against each LOT for the purposes set forth herein, and shall include, but not be limited to annual ASSESSMENT for COMMON EXPENSES and special ASSESSMENT for capital improvements.
- 1.2 **ASSOCIATION** shall mean and refer to OAK CHASE HOME OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit. Copies of the Articles of Incorporation and Bylaws of the ASSOCIATION are attached to this DECLARATION as exhibits "A" and "B", respectively.
- 1.3 **BOARD** shall mean and refer to the Board of Directors of the ASSOCIATION.

- 1.4 COMMON EXPENSES shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and maintenance of the COMMON PROPERTY and other obligations set forth herein, or as may be otherwise determined by the BOARD.
- 1.5 COMMON PROPERTY shall mean and refer to all STREETS, road rights-of-way, DRAINAGE EASEMENTS, LANDSCAPE EASEMENTS, LIMITED ACCESS EASEMENTS, RECREATION TRACT, UTILITY EASEMENTS, and any other area dedicated to the ASSOCIATION, as per the PLAT. The SURFACE WATER MANAGEMENT SYSTEM shall also be considered a part of the COMMON PROPERTY.
- 1.6 COVENANTS shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All COVENANTS constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.
- 1.7 DECLARATION shall mean and refer to this AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR OAK CHASE, and all amendments or supplements made to this instrument.
- 1.8 DRAINAGE EASEMENTS shall mean and refer to any drainage areas, including, without limitation, Storm Water Management Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 as per the PLAT. The DRAINAGE EASEMENTS shall be used for drainage and for storm water detention and retention to the extent approved by those governmental agencies having jurisdiction over the DRAINAGE EASEMENTS. The DRAINAGE EASEMENTS, except that part which is contained inside the boundary of a LOT, are a part of the COMMON PROPERTY.
- 1.9 GOVERNING DOCUMENTS shall mean this DECLARATION, any supplement to the DECLARATION and the Articles of Incorporation and Bylaws of the ASSOCIATION, as the same may be amended from time to time and filed in the public records of Indian River County, Florida. In the event of conflict or inconsistency among GOVERNING DOCUMENTS, to the extent permitted by law, the DECLARATION and any supplement to the DECLARATION, the Articles of Incorporation, and the Bylaws, in that order, shall control. One GOVERNING DOCUMENT'S lack of a provision with respect to a matter for which provision is made in another GOVERNING DOCUMENT shall not be deemed a conflict or inconsistency between GOVERNING DOCUMENTS.
- 1.10 IMPROVEMENTS shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking, building addition, shed of any kind, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.
- 1.11 LANDSCAPE EASEMENTS shall mean and refer to the landscape easement areas as per the PLAT. The LANDSCAPE EASEMENTS shall be used for landscape purposes to the extent approved by those governmental agencies having jurisdiction over the LANDSCAPE EASEMENTS. The LANDSCAPE EASEMENTS are a part of the COMMON PROPERTY.
- 1.12 LIMITED ACCESS EASEMENT shall mean and refer to the limited access easement areas per the PLAT. The LIMITED ACCESS EASEMENT is dedicated by the PLAT to the Board of County

Commissioners of Indian River County, Florida for the purposes of control and jurisdiction over access rights. The LIMITED ACCESS EASEMENT is a part of the COMMON PROPERTY.

- 1.13 LOT shall mean and refer to each portion of the OAK CHASE under separate ownership, or which is capable of separate ownership, including all LOTS shown on the PLAT, and all IMPROVEMENTS located thereon. Each portion of the OAK CHASE that is considered a separate parcel for real property tax purposes shall be considered a LOT.
- 1.14 MEMBER shall mean and refer to all those OWNERS who are MEMBERS of the ASSOCIATION as provided in Article II. The term MEMBER shall not mean or refer to any builder or developer who in its normal course of business, purchases a LOT for the purpose of constructing an IMPROVEMENT thereon for resale, and does mean or refer to those persons who purchase a LOT to have a dwelling built for them.
- 1.15 OAK CHASE shall mean and refer to OAK CHASE, PHASES I, II and III, as per the PLAT, which term may also include any additional real property that may be made subject to this DECLARATION upon the recording of an appropriate supplement in the public records of Indian River County, Florida.
- 1.16 OWNER shall mean and refer to the record OWNER, whether one or more persons or entities, of the fee simple title to any LOT situated in the OAK CHASE but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagor unless and until such mortgagor has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.17 PERSON shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.
- 1.18 PLAT shall mean and refer to the PLAT of OAK CHASE, Phase I as recorded in Plat Book 15, at pages 77, 77A, 77B, 77C; Phase II as recorded in Plat Book 16, at pages 25, 25A, 25B, 25C; Phase III as recorded in Plat Book 16 at pages 89, 89A, 89B of the public records of Indian River County, Florida.
- 1.19 PROPERTY shall mean and refer to a dwelling IMPROVEMENT and the LOT on which it is built and that is capable of being occupied and has a certificate of occupancy issued by Indian River County and is approved by the BOARD as meeting the Architectural Planning and Design Criteria.
- 1.20 RECREATION TRACT shall mean and refer to the RECREATION TRACT as per the PLAT. The RECREATION TRACT shall be used for recreational purposes to the extent approved by those governmental agencies having jurisdiction over the RECREATION TRACT; provided, however, the RECREATION TRACT shall have a 30'x 20' easement area reserved for the placement of a lift station servicing OAK CHASE. The RECREATION TRACT is a part of the COMMON PROPERTY.
- 1.21 RESIDENT shall mean and refer to the legal OWNER of any LOT and shall include any tenant, lessee or licensee of the OWNER.
- 1.22 STREET shall mean and refer to any street or other thoroughfare within OAK CHASE, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

- 1.23 SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to the combination of structures and impoundments that provide drainage, storage, conveyance or other management capabilities for OAK CHASE. The SURFACE WATER MANAGEMENT SYSTEM is a part of the COMMON PROPERTY.
- 1.24 UTILITY EASEMENT shall mean and refer to the UTILITY EASEMENT areas as per the PLAT. The UTILITY EASEMENTS have been dedicated by the PLAT to the Board of County Commissioners of Indian River County, Florida and shall be used for utility proposes to the extent approved by those governmental agencies having jurisdiction over the UTILITY EASEMENTS.
- 1.25 WATER MANAGEMENT DISTRICT PERMIT shall mean and refer to St. Johns River Water Management District Surface Water Management Permit No. 40-061-0196A-ERP dated October 6, 1999, which is applicable to OAK CHASE.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 2.1 Membership. Each OWNER shall automatically become a MEMBER of the ASSOCIATION unless otherwise stated in the GOVERNING DOCUMENTS. Each LOT shall be entitled to one vote.
- 2.2 Change of Ownership. The transfer of ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior OWNER and the transferee or new OWNER shall automatically become a MEMBER of the ASSOCIATION. It shall be the responsibility of any such transferee of a LOT to notify the ASSOCIATION, within thirty days from the date of transfer or of any change in the ownership of any LOT, and the corresponding change in membership, by delivering to the ASSOCIATION a copy of the recorded deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification the ASSOCIATION may, but shall not be obligated to, recognize any change in membership or ownership of a LOT, for purposes of notice, voting or for any other purpose.
- 2.3 Notice of Membership Changes. An OWNER intending to make a bona fide sale of the PROPERTY or any interest in it will give to the BOARD notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the BOARD may reasonably require.

An OWNER who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, will give to the BOARD notice of acquiring title, together with such information concerning the OWNER as the BOARD may reasonably require, and a certified copy of the instrument evidencing the OWNER'S title.

If the above required notice to the BOARD is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a PROPERTY, the BOARD at its election and without notice may require documentation and information as set forth herein.

- 2.4 Certificate of Membership. Within thirty days of receipt of such notice of purchase, gift, devise, inheritance, or other transfers, the BOARD shall schedule an orientation meeting with the PERSONS who have obtained ownership by purchase, gift, devise, inheritance, or other transfers.

Upon completion of an orientation meeting, a "Certificate of Membership" shall be prepared and given to the OWNER.

If the above required notice to the BOARD is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession, the BOARD at its election and without notice may require the new OWNERS to attend an orientation meeting as described above.

- 2.5 Member's Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.
- 2.6 Board Of Directors. The affairs of the ASSOCIATION shall be managed by a BOARD in accordance with Article V of the Bylaws.

ARTICLE III

RIGHTS IN THE COMMON PROPERTY

- 3.1 Members' Easement Of Enjoyment. Subject to the provisions of Section 3 and Section 4 of this Article, and other provisions contained in this DECLARATION, every MEMBER shall have a right and easement of enjoyment in and to the COMMON PROPERTY and such easement shall be appurtenant to and shall pass with the title to every LOT.
- 3.2 Title To Common Property. Title to the COMMON PROPERTY shall be vested in the ASSOCIATION, which shall hold said property for the benefit and use of the OWNERS. The ASSOCIATION shall be responsible for ensuring the proper management, maintenance and operation of the COMMON PROPERTY and all IMPROVEMENTS thereon, and for the payment of all property taxes and other ASSESSMENTS that are liens against the COMMON PROPERTY, from and after the date of recordation of this DECLARATION.
- 3.3 Extent Of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
 - (a) The right of the ASSOCIATION, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the COMMON PROPERTY and in aid thereof;
 - (b) The right of the ASSOCIATION to take such steps as are reasonably necessary to protect the COMMON PROPERTY against foreclosure;
 - (c) The right of the ASSOCIATION to charge reasonable admission and other fees for the use of the COMMON PROPERTY;
 - (d) Dedications to any public agency, authority or utility as set forth on the PLAT;
 - (e) The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON PROPERTY to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by a two thirds of MEMBERS entitled to cast votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed

agreement and action thereunder is sent to every MEMBER at least ninety days in advance of any action taken;

(f) The right of the ASSOCIATION to promulgate reasonable Rules and Regulations regarding MEMBERS use of the COMMON PROPERTY.

- 3.4 Restriction On Use Of Surface Water Management System. In accordance with the WATER MANAGEMENT DISTRICT PERMIT issued by the St. Johns River Water Management District, the SURFACE WATER MANAGEMENT SYSTEM, once accepted by the St. Johns River Water Management District, shall not be altered in any way. Activities which are prohibited within the SURFACE WATER MANAGEMENT SYSTEM include, but are not limited to, construction or placing of buildings on or above ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation; excavation, dredging or removal of soil material; diking or fencing; and any other activity detrimental to drainage, flood control, water conservation and erosion control.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.1 Creation Of The Lien And Personal Obligation Of Assessments. Each OWNER of any LOT by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) Annual ASSESSMENT for COMMON EXPENSES; and (2) Special ASSESSMENT for Capital IMPROVEMENTS, such ASSESSMENTS to be fixed established, and collected from time to time as hereinafter provided. The Annual and Special ASSESSMENTS, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the LOT against which each such ASSESSMENT is made. Each such ASSESSMENT, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the PERSON who was the OWNER of such LOT at the time when the ASSESSMENT fell due.
- 4.2. Purpose Of Assessments. The ASSESSMENTS levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the RESIDENTS in OAK CHASE and for the improvement and maintenance of services, and facilities which are related to use and enjoyment of the COMMON PROPERTY and the IMPROVEMENTS situated in OAK CHASE, including, but not limited to:
- (a) Payment of operating expenses of the ASSOCIATION; including, without limitation, those incorporation or start-up expenses necessary to form and otherwise organize the ASSOCIATION and to create this DECLARATION;
 - (b) Management, maintenance, improvement and beautification of the COMMON PROPERTY;
 - (c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;

(d) Repayment of deficits incurred by the ASSOCIATION in making capital improvements to or upon the COMMON PROPERTY, and in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;

(e) Providing police protection or night watchmen, but only when and to the extent specifically authorized by the ASSOCIATION;

(f) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep OAK CHASE neat and attractive or to preserve or enhance the value of the COMMON PROPERTY, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and RESIDENTS;

(g) Repayment of funds and interest thereon, borrowed by the ASSOCIATION;

(h) Maintenance and repair of easements shown on the recorded OAK CHASE PLAT.

(i) The ASSOCIATION shall be responsible for and the ASSESSMENT levied by the ASSOCIATION shall be used for the operation and maintenance of the SURFACE WATER MANAGEMENT SYSTEM. Such operation and maintenance shall include practices which will allow the SURFACE WATER MANAGEMENT SYSTEM to collect, convey or divert the movement of storm water as permitted by the St. Johns Water Management District. The ASSOCIATION shall operate and maintain the SURFACE WATER MANAGEMENT SYSTEM in accordance with the provisions of all applicable governmental requirements, including, without limitation, the terms and conditions set forth in any development order and in the WATER MANAGEMENT DISTRICT PERMIT, which provides for a maintenance and monitoring program which shall be performed by the ASSOCIATION.

The ASSOCIATION and its agents, employees and independent contractors shall have the right of ingress and egress to and from the SURFACE WATER MANAGEMENT SYSTEM at all reasonable times for the purpose of complying with the terms and conditions of the WATER MANAGEMENT DISTRICT PERMIT and all applicable governmental regulations and requirements governing the use, maintenance, operation and repair of the SURFACE WATER MANAGEMENT SYSTEM.

4.3 Annual Assessment.

(a) Annual ASSESSMENT. Until changed by the BOARD in accordance with the terms hereof, the Annual ASSESSMENT shall be payable annually, in advance, on January 1 of each year. This Annual ASSESSMENT prorated in the year of initial purchase of the LOT by a person who (i) purchases a LOT to have a dwelling built for them or (ii) purchases or occupies a PROPERTY. The Annual ASSESSMENT shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions.

(b) Adjustment to Annual ASSESSMENT. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year that shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The total COMMON EXPENSES shall be divided by the number of LOTS to establish the Annual ASSESSMENT for COMMON EXPENSES per LOT. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Annual ASSESSMENT for COMMON EXPENSES for each LOT. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the

revised budget the BOARD may, upon written notice to the OWNERS, change the amount, frequency and due dates of the Annual ASSESSMENTS for COMMON EXPENSES for each LOT. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Annual ASSESSMENTS for COMMON EXPENSES, the BOARD may make Special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as provided for regular Annual ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any Special ASSESSMENT for COMMON EXPENSES.

- 4.4 Special Assessment For Capital Improvements. In addition to the ASSESSMENT for COMMON EXPENSES authorized by Section 4.3 hereof, the BOARD may levy in any ASSESSMENT year a Special ASSESSMENT for Capital IMPROVEMENTS, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the COMMON PROPERTY, including the necessary fixtures and personal property related thereto, provided that any such ASSESSMENT shall have the assent of the majority of the votes of the MEMBERS, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all MEMBERS at least thirty days in advance and shall set forth the purpose of the meeting.

Notwithstanding the above-required approval, the board may levy a Special Assessment for Capital Improvement without the required approval in these circumstances:

- (i) If an unexpected repair or replacement of a capital improvement within the COMMON PROPERTY is necessary, in the reasonable judgment of the board, to protect the health, safety and welfare of the MEMBERS
- (ii) Is required by a government authority having jurisdiction over Oak Chase.

The Special ASSESSMENT for Capital IMPROVEMENTS shall be levied against all LOTS.

- 4.5 Payment Of Assessments For Common Expenses. Each OWNER shall be required to and shall pay to the ASSOCIATION an amount equal to the ASSESSMENT, or installment, for each LOT then owned by or under the jurisdiction of such OWNER on or before the date each ASSESSMENT, or installment, is due. In the event any ASSESSMENT is made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payment shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any ASSESSMENT payable by any OWNER be due less than ten days from the date of the notification of such ASSESSMENT.

- 4.6 Monetary Defaults And Collection Of Assessments.

(a) Late Fee and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten days after the same is due, the ASSOCIATION may charge such OWNER a late fee to be determined by the board and interest at the highest rate permitted by the laws of Florida, on the amount owed to the ASSOCIATION. Such interest shall accrue from the due date of the ASSESSMENT, or the monies owed.

(b) Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT or any other monies owed to the ASSOCIATION for more than ten days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all Special ASSESSMENTS, and all other ASSESSMENTS and monies payable to the ASSOCIATION.

(c) Collection. In the event any OWNER fails to pay any ASSESSMENT, Special ASSESSMENT or other monies due to the ASSOCIATION within ten days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENT, Special ASSESSMENT or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENT, Special ASSESSMENT or monies, initiating legal proceedings for the collection of such ASSESSMENT, Special ASSESSMENT or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any ASSESSMENT, Special ASSESSMENT or other monies owed to it, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the lien.

The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENT, Special ASSESSMENT or monies owed to it; and if the ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS, Special ASSESSMENTS or monies due it. All payments received by the ASSOCIATION on account of any ASSESSMENTS, Special ASSESSMENTS or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS, Special ASSESSMENTS or monies owed to the ASSOCIATION in the inverse order that the same were due.

(d) Lien for ASSESSMENT, Special ASSESSMENT and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all PROPERTY owned by an OWNER for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION), Special ASSESSMENTS or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS, Special ASSESSMENTS and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the lien. To give public notice of the unpaid ASSESSMENT, Special ASSESSMENT or other monies owed, the ASSOCIATION may record a Claim of Lien in the Public Records of Indian River County, Florida, stating the description of the PROPERTY, the name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or

agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a PROPERTY after ASSESSMENT. The sale or transfer of any PROPERTY shall not affect the ASSOCIATION'S lien. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, Special ASSESSMENTS, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any PROPEERTY purchased by or transferred to such new OWNER.

(f) Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the ASSOCIATION. For purposes of this DECLARATION, "Institutional Lender" shall mean and refer to a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the lien or its rights to any lien for any such ASSESSMENTS, Special ASSESSMENTS, interest, expenses or other monies owed to the ASSOCIATION by the OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.

4.7 Certificate As To Unpaid Assessment Or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any PROPERTY, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any ASSESSMENTS, Special ASSESSMENTS or any monies owed in accordance with the terms of this DECLARATION.

4.8 Exempt Property. The following property subject to this DECLARATION shall be exempted from the ASSESSMENTS, charges and liens created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) all COMMON PROPERTY; and

(c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from ASSESSMENTS, charges or liens.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon or removed from any LOT, nor shall any exterior addition to or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Review Committee as hereinafter defined.

5.1 Composition. A committee known as the "Architectural Review Committee," hereinafter referred to as the "ARC" which shall consist of a minimum of three persons composed of MEMBERS of the ASSOCIATION. The ARC shall be appointed by the BOARD and shall serve at the pleasure of the BOARD.

5.2 Design And Planning Criteria. The ASSOCIATION, in order to give guidelines to the OWNERS concerning construction and maintenance of LOTS and IMPROVEMENTS, hereby promulgates the ARCHITECTURAL REVIEW COMMITTEE DESIGN AND PLANNING CRITERIA ("PLANNING CRITERIA") for OAK CHASE. The ASSOCIATION declares that the LOT and IMPROVEMENTS thereto, shall be held, transferred, sold, conveyed and occupied subject to the PLANNING CRITERIA, as amended from time to time by the ARC and approved by the BOARD.

The specific requirements relative to, among other things, the building type, layout, including set-back requirements, exterior colors and materials, roofs, garages, windows, driveways, dwelling quality, walls, fences, shelters, lighting, swimming pools, temporary structures, tree removal, landscaping, irrigation, air conditioning and heating equipment, mailboxes, windows and utility connections, is expressly set forth in the PLANNING CRITERIA, a copy of which can be obtained through the ASSOCIATION office.

5.3 Duties. The ARC shall have the following duties and powers:

(a) to amend the PLANNING CRITERIA. The amendment shall include any and all matters considered appropriate by the ARC consistent with the provisions of this DECLARATION. Any amendment shall be set forth in writing, shall be approved by the BOARD, shall be made known to all OWNERS and shall be recorded in the Public Records of Indian River County, Florida;

(b) to recommend approval of all buildings, fences, walls or other structures that shall be commenced, erected or maintained upon a LOT and to approve any exterior additions to or alterations therein. For any of the above, the ARC shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relations to surrounding structures and topography.

(c) to recommend approval of any such building plans and specifications and LOT grading and landscaping plans provided it is consistent with the planned development of OAK CHASE.

(d) to require each builder to submit two sets of plans and specifications to the ARC prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARC. The work contemplated must be performed as approved. All approvals of plans or specifications must be evidenced by the signatures of at least two BOARD members on the plans and on the specifications furnished.

(e) The ARC shall be a recommending body to the BOARD and has no binding authority.

5.4 Initial Construction Of An Improvement. The OWNER who initially constructs the IMPROVEMENT must complete such construction in a timely manner and in accordance with all plans and specifications approved by the BOARD, including plans for LOT grading, building plans and specifications, landscaping plans, pool plans and any other plans for construction of any IMPROVEMENT on the LOT (the "Construction").

Should the BOARD determine that the Construction has not been completed in accordance with the approved plans and specifications, the BOARD shall notify the OWNER in writing citing deficiencies and the OWNER shall, within fifteen days after receipt of notice, commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

Should any Construction not be completed in a timely manner as determined by the BOARD, or not be completed in accordance with the plans and specifications approved by the BOARD, the BOARD shall have the right to seek specific performance of the OWNER'S obligation to complete the Construction as approved by the BOARD; or in the alternative, to enter upon the LOT and complete the Construction as approved at the expense of the OWNER, subject, however to the following provisions. Prior to commencement of any work on a LOT, the BOARD must furnish written notice to the OWNER at the last address listed in the records of the ASSOCIATION for the OWNER, notifying the OWNER that unless the specified deficiencies are corrected within thirty days, the BOARD shall correct the deficiencies and charge all cost thereof to the OWNER.

Upon the failure of the OWNER to act within said period of time, the BOARD shall have the right to enter in or upon the LOT or to hire personnel to do so to complete the Construction as approved by the BOARD. The cost of the work, including labor and materials, shall be assessed against the LOT upon which the work is performed. The ASSOCIATION shall record a Claim of Lien (upon commencement of the work required or any time thereafter) against the LOT for the work performed (or to be performed), and it shall be a lien and obligation of the OWNER and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Article IV hereof.

The obligation to complete the Construction as approved and the Claim of Lien provided above shall be binding upon and enforceable against all current and any future OWNERS of the LOT.

Any attorneys' fees or costs and any administrative costs incurred by the ASSOCIATION in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the OWNER, and the Claim of Lien shall further secure the payment of such sums.

- 5.5 Notice Of Approval. Upon completion of the Construction, or upon correction of deficiencies cited by the BOARD, the OWNER shall notify the BOARD in writing to inspect the PROPERTY. If the BOARD determines that the construction has been completed in accordance with the approved plans and specifications, the BOARD shall issue written notice of such approval to the OWNER.

Until such time as a Notice of Approval is issued, the current OWNER and all future OWNERS of the PROPERTY shall be obligated to complete the Construction as approved by the BOARD.

- 5.6 Alteration Of Existing Improvement. The OWNER who makes exterior additions to, or changes or alterations to, an IMPROVEMENT, or constructs any new IMPROVEMENTS on the LOT after receipt of a Notice of Approval as described in Section 5 must complete all such work (the "Alterations") in a timely manner and in accordance with all plans and specifications approved by the BOARD. The OWNER shall notify the BOARD in writing when the Alterations have been completed and the BOARD shall make inspections to verify completion in accordance with the approved plans.

Should the BOARD determine that the Alterations have not been completed in accordance with the approved plans and specifications, the BOARD shall notify the OWNER in writing, citing deficiencies and the OWNER shall within fifteen days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen days, or if such correction is not continued thereafter in an expeditious manner, the BOARD shall be entitled to record in the Public Records a "Notice of Noncompliance" setting forth that the OWNER has not completed the Alterations in accordance with approved plans and specifications and that the BOARD has the right to seek legal action to force the OWNER, or any grantee of the OWNER, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Noncompliance" shall contain the legal description of the LOT. Once recorded, the "Notice of Noncompliance" shall constitute a notice to all potential purchasers from the OWNER that the BOARD shall have the right to enforce completion of the Alterations against the OWNER or any grantee of the OWNER.

Should the Alterations not be completed in a timely manner as determined by the BOARD, or should the correction of the deficiencies not be commenced within fifteen days after notice and continued thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the BOARD, the BOARD shall have the right to seek specific performance of the obligation to complete the Alterations as approved by the BOARD; or, in the alternative to enter upon the LOT, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications, subject, however, to the following provisions. Prior to commencement of any work on a LOT, the BOARD must furnish written notice to the OWNER at the last address listed in the records of the ASSOCIATION for the OWNER, notifying the OWNER that unless the specified deficiencies are corrected within fifteen days, the BOARD shall correct the deficiencies and charge all costs thereof to the OWNER. Upon the failure of the OWNER to act within said period of time, the BOARD shall have the right to enter in or upon the LOT or to hire personnel to do so to complete the Alterations as approved by the BOARD. The cost of the work, including labor and materials, shall be assessed against the LOT upon which the work is performed. The ASSOCIATION may record a Claim of Lien (upon commencement of the work required or any time thereafter) against the LOT for the work performed (or to be performed), and it shall be a lien and obligation of the OWNER and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Article IV hereof.

Once the BOARD determines that the Alterations have been completed in accordance with the approved plans and specifications, the BOARD shall issue to the OWNER a Notice of Approval that shall make reference to the recorded "Notice of Noncompliance."

- 5.7 Subordination Of Obligation And Lien To Mortgages. The obligations of the OWNER as set forth in Section 4 and 6 herein and any Claim of Lien recorded by the BOARD as set forth in Section 4 and 6 herein shall be absolutely subordinate, junior and inferior to the lien of any first mortgage held by an institutional lender, either at the time of commencement of the Construction or Alterations, or thereafter. This subordination shall not relieve the OWNER or any future OWNERS from the provisions of Sections 4, and 6 herein.

ARTICLE VI

ENFORCEMENT OF NON-MONETARY DEFAULTS

- 6.1 Non-Monetary Defaults. These restrictions and requirements may be enforced by an action at law or in equity by any of the OWNERS in OAK CHASE or the ASSOCIATION. In the event of a violation by any OWNER, any tenant of an OWNER, any person residing with an OWNER, or their guests or their invitees (other than the non-payment of any ASSESSMENTS) of any of the provisions of this DECLARATION, the Articles, the Bylaws or the Rules and Regulations, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of any violation by written notice

If such violation is not corrected as soon as practicable and in any event within fifteen days after such written notice, or if the violation is not capable of being corrected within fifteen days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option: (i) commence an action to enforce the performance on the part of the OWNER or tenant or for such equitable relief as may be necessary under the circumstances, including injunctive relief; (ii) commence an action to recover damages; (iii) to enter upon the LOT or IMPROVEMENT to take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any addition, alteration or improvement which has not been approved by the BOARD, or performing any maintenance required to be performed by this DECLARATION, or replacing any landscaping or vegetation removed without the approval of the BOARD.

All expenses incurred by the ASSOCIATION in connection with such non-monetary default and all the expenses incurred by the ASSOCIATION to enforce this DECLARATION, including reasonable attorneys' fees (whether or not suit is filed) shall be assessed against the OWNER and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT as provided in Article IV of this DECLARATION, and any interest, costs or expenses associated therewith, including attorney fees incurred in connection with such ASSESSMENT or enforcement procedures, whether or not suit was filed, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and manner of other ASSESSMENTS as provided under this Article or Article IV.

- 6.2 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION or the GOVERNING DOCUMENTS shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.
- 6.3 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION or the GOVERNING DOCUMENTS shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

- 6.4 Enforcement By Or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by the ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION.

In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

- 6.5 Certificate As To Default. Upon request by any MEMBER, or OWNER, or an Institutional Lender holding a mortgage encumbering any LOT, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this DECLARATION.

ARTICLE VII

INDEMNIFICATION

- 7.1 Indemnification Of Officers And Members Of The Board. The ASSOCIATION shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, or Officer of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a member of the BOARD, Officer, or employee of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article VII, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, or employee to the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a PERSON who has ceased to be a member of the BOARD, Officer, or employee of the ASSOCIATION shall insure to the benefit of the heirs, executors and administrators of such a PERSON.

(d) The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII

RESTRICTIVE COVENANTS

OAK CHASE shall be subject to the following Restrictive Covenants, Reservations and Conditions, which shall be binding upon the ASSOCIATION and upon each and every OWNER who shall acquire hereafter a LOT or any portion of OAK CHASE, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

- 8.1 Mining Or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of OAK CHASE. Excepted from the foregoing shall be activities of the ASSOCIATION or any assignee of the ASSOCIATION, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of OAK CHASE.
- 8.2 Clothes Drying Areas. Any drying or hanging area for laundry must be placed so as not to be visible from the front elevation of the PROPERTY. All clotheslines must be approved by ARC prior to placement.

- 8.3 Antennas, Aerials, Satellite Dishes And Flagpoles. No outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizen band (CB) or amateur band (ham) antenna shall be permitted except as approved in writing by the ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.
- 8.4 Statues, Windmills, Fountains. No statue, windmill, fountain, or similar item will be allowed which are visible from any STREET or adjoining LOT without prior written approval by the BOARD.
- 8.5 Games And Play Structures. All basketball backboards shall be affixed to a portable device and may not be affixed to any building, garage or building addition. Games and play structures should be stored out of sight when not in use and must not be placed on any common street or sidewalk. Tree house or platforms of a like kind or nature shall not be constructed on any part of the LOT. The ARC must approve placement of permanent play structures.
- 8.6 Litter. In order to preserve the beauty of the PROPERTY, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the PROPERTY except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, shall be screened from view and not visible from any STREET or adjoining LOT, and kept in a clean condition with no noxious or offensive odors emanating therefrom.
- 8.7 Subdivisions Or Partitions. No portion of the PROPERTY shall be subdivided. No subdivision or partition of any LOT may be made in a manner inconsistent with local law.
- 8.8 Casualty Destruction To Improvements. In the event an IMPROVEMENT is damaged or destroyed by casualty, hazard or other loss, then, with a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged IMPROVEMENT and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the IMPROVEMENT will not be repaired or replaced promptly, shall clear the damaged IMPROVEMENT and grass over and landscape such LOT in a manner consistent with ARC guidelines. A destroyed IMPROVEMENT shall only be replaced with an IMPROVEMENT of an identical size, type and elevation as that destroyed, and shall conform to the current Architectural Criteria unless the prior written consent of the BOARD is obtained.
- 8.9 Common Property. Nothing shall be stored, constructed with or removed from the COMMON PROPERTY other than by the ASSOCIATION, except with prior written approval of the BOARD.
- 8.10 Insurance Rates. Nothing shall be done or kept on the COMMON PROPERTY that shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.
- 8.11 Surface Water Management System.
- (a) No structure of any kind shall be constructed, nor shall an OWNER in any way change, impede, or otherwise interfere with the flow and the volume of water, in any portion of the SURFACE WATER MANAGEMENT SYSTEM. It is the responsibility of each OWNER to ensure that the part of the SURFACE WATER MANAGEMENT SYSTEM that is contained within the boundary their LOT is at all times capable of carrying out its intended purpose.

(b) No OWNER shall prevent ingress and egress by the ASSOCIATION to any portion of the SURFACE WATER MANAGEMENT SYSTEM for maintenance purposes. The right of ingress and egress, and easements thereof are hereby specifically reserved and created in favor of the ASSOCIATION, or any governmental agency that may reasonably require such ingress and egress.

(c) No parcel or LOT shall be increased in size by filling in any portion of the SURFACE WATER MANAGEMENT SYSTEM to which it abuts. No OWNER shall fill, dike, riprap, block, divert or change any portion of the SURFACE WATER MANAGEMENT SYSTEM.

(d) No wall, fence, paving, planting or other improvement shall be placed by an OWNER within any portion of the SURFACE WATER MANAGEMENT SYSTEM or any other drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access. Such OWNER shall pay for removal of any wall, fence, paving, or planting improperly placed and restoration of the area to its original condition. Upon the OWNER'S failure to make such corrections as may be necessary within fifteen days of mailing of written notice, the ASSOCIATION may enter upon such property and make such correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. Such entry by the ASSOCIATION or its agents shall not be a trespass. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special ASSESSMENT against the LOT as provided in Article IV.

(e) Nothing herein shall prohibit the ASSOCIATION from constructing or creating improvements or making changes, alterations or revisions in the SURFACE WATER MANAGEMENT SYSTEM for the purposes of improving the flow or increasing the volume of water therein or otherwise complying with the WATER MANAGEMENT DISTRICT PERMIT.

- 8.12 Pets, Livestock And Poultry. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within OAK CHASE, except that common household and domestic pets may be kept within a dwelling or area of the LOT, subject to such reasonable Rules and Regulations as may be adopted by the BOARD, provided that they are not kept, bred or maintained for any commercial purposes. For purposes of this Section, the definition of what constitutes a common household or domestic pet, other than dogs or cats, shall be at the sole discretion of the BOARD, which determination shall be final. All pets must be carried or kept on a leash when outside of a dwelling or area of a LOT. MEMBERS shall pick up and remove any solid animal waste deposited by the pet. The keeping of a household or domestic pet is not a right of an OWNER, but is a conditional license. This conditional license is subject to termination at any time by the BOARD upon a finding that a pet is vicious, is creating a nuisance or unreasonable disturbance, in the sole discretion of the BOARD, or is annoying to other RESIDENTS or has in any way become a nuisance. The OWNER of a pet assumes liability for all damage to person or property caused by the pet or resulting from its presence in OAK CHASE. The BOARD may require any pet to be immediately and permanently removed from OAK CHASE due to any violation of Section 8.12 or Rules and Regulations interpreting or implementing this Section.

Commercial activities involving pets shall not be allowed. The ASSOCIATION may establish limits on the number and kind of pets that may be kept or permitted to be kept on any LOT.

- 8.13 Signs. No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any LOT without express approval by the BOARD. The ASSOCIATION specifically reserves the right for itself, its successors, and nominees and assigns to place identifying or informational signs anywhere in OAK CHASE.
- 8.14 Garbage Containers, Oil And Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, water purification, air conditioning equipment, and swimming pool equipment and housing must be underground or placed in fenced-in areas or landscaped areas so that they are not visible from any STREET or adjoining LOT. Landscaping shall be installed and maintained by the OWNER. No LOT shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material.
- 8.15 Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARC. The ASSOCIATION complies with the Florida Energy Law.
- 8.16 Maintenance Of The Property. In order to maintain the standards of OAK CHASE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of a LOT, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All IMPROVEMENTS shall be maintained in their original condition. The sprinkler system shall be kept in working condition at all times.

Other than those maintenance obligations specifically delegated to the ASSOCIATION, each OWNER shall be responsible for maintaining all other improvements located upon a LOT in a manner consistent with community standards, including but not limited to driveways, walkways, lawns and landscaping. Pursuant to its rule making authority, the BOARD may promulgate reasonable Rules and Regulations defining and applying such community standards.

If an OWNER has failed to maintain a LOT as aforesaid to the satisfaction of the ASSOCIATION, the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER'S failure to make such improvements or corrections as may be necessary within fifteen days of mailing of written notice, the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special ASSESSMENT against the LOT as provided in Article IV. Such entry by the ASSOCIATION or its agents shall not be a trespass.

- 8.17 Vehicles And Recreational Equipment. No commercial vehicle, mobile home, motor home, house trailer, camper, boat, boat trailer or other recreational vehicle or equipment, cargo trailer, horse trailer, horse van, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the LOT unless they are parked within a garage, or unless the ASSOCIATION has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a PROPERTY. No on-street parking shall be permitted unless for special events approved by the BOARD.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if (i) it remains in violation for a period of twenty-four consecutive hours or (ii) it remains in violation for a period of forty-eight nonconsecutive hours in any seven day period. The ASSOCIATION shall not be liable to the owner for such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

- 8.18 Vehicle Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the PROPERTY except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the PROPERTY must be completed within two hours from its immobilization or the vehicle must be removed.
- 8.19 Prohibited Structures. No structure of a permanent or temporary character including, but not limited to, trailer, tent, shack, storage shed, barn, tree house or out building shall be parked, erected or stored on the LOT at any time without the express written permission of the BOARD.
- 8.20 Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.
- 8.21 Right-Of-Way Prohibition. Except for Tracts B and C, no LOT or any portion of any LOT may be used for Right-of-Way purposes except with the ASSOCIATION'S prior written consent.
- 8.22 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. The BOARD, whose decision shall be final, shall decide any questions with regard to the interpretation of this section.
- 8.23 Compliance With Documents. Each OWNER, including each RESIDENT and family members, guests, invitees; lessees and their family members, guests, and invitees; and the OWNER's tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this DECLARATION. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within OAK CHASE. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special ASSESSMENT as provided in Article IV. Failure of an OWNER to notify any PERSON of the existence of the covenants, conditions, restrictions, and other provisions of this DECLARATION shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other PERSON.
- 8.24 Exculpation Of The Board And The Association. The BOARD and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other PERSON for any reason whatsoever, and any permission or approval granted shall be binding upon all PERSONS.

- 8.25 Other Restrictions. The BOARD shall have the authority, as hereinabove expressed, from time to time to include within its promulgated Design and Planning Criteria other restrictions, as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for Design and Planning Criteria promulgated by the BOARD. However, once the BOARD promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the BOARD modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the BOARD.
- 8.26 No Implied Waiver. The failure of the ASSOCIATION to object to an OWNER'S or other party's failure to comply with these COVENANTS or any other GOVERNING DOCUMENTS (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the ASSOCIATION, or any other PERSON having an interest therein, of that OWNER'S or other party's requirement and obligation to abide by these COVENANTS.
- 8.27 Imposition Of Fines For Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of the GOVERNING DOCUMENTS by an OWNER or RESIDENT may impose irreparable harm to the other OWNERS or RESIDENTS. All OWNERS agree that a fine not to exceed \$100.00 per day may be imposed by the ASSOCIATION for each day a violation continues after notification by the ASSOCIATION. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen days after mailing of notice of the fine. If not paid within said fifteen days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special ASSESSMENT as provided in Article IV of this Declaration.
- 8.28 Trade, Business, Occupation, Profession. No PROPERTY shall be used to carry on any trade, business, occupation, profession, included but not limited to a group home or care facility, or any commercial enterprise except as herein provided. An OWNER, or RESIDENT may conduct a limited professional activity if confined solely within their dwelling and such activity cannot be seen, heard, smelled or otherwise observed by another RESIDENT. No such activity shall be permitted that results in an increase in vehicular or pedestrian traffic within OAK CHASE. No such activity shall be permitted that would increase the insurance risk of other OWNERS, or the ASSOCIATION, or constitute a dangerous activity.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.1. All Purpose Easement Reservation. In addition to the easements (drainage, utility, etc.) shown on the PLAT for OAK CHASE, the ASSOCIATION hereby reserves a five-foot easement along all boundary LOT lines for drainage and utility purposes together with an easement for ingress and egress to enter upon such easement area to install or maintain any drainage or utility facilities within such easement area.

- 9.2. Assignment Of Rights And Duties To Association. It is understood that the ASSOCIATION has been formed as a homeowners' association in order to effectuate the intent of the proper development, operation and management of OAK CHASE. Wherever herein the ASSOCIATION is given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the ASSOCIATION.
- 9.3. Common Property Rights. Every member of the ASSOCIATION shall have the right of enjoyment in and to the COMMON PROPERTY and any and all improvements thereon, subject to the ASSOCIATION'S authority to promulgate reasonable Rules and Regulations.
- 9.4. Rules And Regulations. The ASSOCIATION has the right, power and duty to establish such Rules and Regulations for the maintenance and operation of OAK CHASE, as well as establishing Rules and Regulations for the maintenance and upkeep of the individual LOTS and PROPERTIES.
- 9.5. Headings. The headings contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument.
- 9.6. Effective Date. This DECLARATION shall become effective upon recordation in the Public Records of Indian River County, Florida.
- 9.7. Waiver. The failure of the ASSOCIATION to insist upon the strict performance of any provision of this DECLARATION shall not be deemed to be a waiver of such provision unless the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this DECLARATION by the ASSOCIATION may be canceled or withdrawn at any time by the ASSOCIATION.
- 9.8. Covenants To Run With The Title To The Land. This DECLARATION and the COVENANTS, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.
- 9.9. Term Of This Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty years from the date of this DECLARATION, unless within such time, one hundred percent of the MEMBERS of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION and the MEMBERS establish a method of taking care of the COMMON PROPERTY which is acceptable to the County of Indian River, Florida or its successors or assigns, and the St. Johns River Water Management District. After such fifty-year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION and such termination is approved by Indian River County, Florida. Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Indian River County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the ASSOCIATION.

- 9.10 Amendments Of This Declaration. This DECLARATION may be amended at any time upon the approval of a two-thirds of the MEMBERS entitled to cast a vote. Such amendment shall be evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION.

Notwithstanding the above rights to amend this DECLARATION, no amendment to this DECLARATION which affects the SURFACE WATER MANAGEMENT SYSTEM or any portion of the COMMON PROPERTY used for surface water management shall be effective unless such amendment has the prior written approval of the St. Johns River Water Management District.

- 9.11 Disputes. In the event there is any dispute as to the interpretation of this DECLARATION or whether the use of the PROPERTY or any portion thereof complies with this DECLARATION, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned.
- 9.12 Governing Law. The construction, validity and enforcement of this DECLARATION shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this DECLARATION shall be in Indian River County, Florida.
- 9.13 Invalidation. The invalidation of any provision of this DECLARATION by lawful court order shall not affect or modify any of the other provisions of this DECLARATION, which other provisions shall remain in full force and effect.
- 9.14 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.
- 9.15 Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.