

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIMITATIONS OF
PEPPERTREE OWNERS ASSOCIATION, INC.

(Note: The following is a compilation of all known changes to the original Covenants, and changes thereto, on file at the IR County Court House. If a conflict exists between this document and the documents on file at the Court House, the Court House documents take precedence.)

This declaration, made this 15th day of March 1984, by MODE, INC., a Florida Corporation, and STATION-TO- STATION, INC., a Florida Corporation, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain real property (the "Property" or "Properties") located in the Town of Indian River Shores, Indian River County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, and said Declarant desires to maintain the beauty of said Property, to assure high quality standards for the development of the Property that are compatible with the character of the surrounding community, and to promote the health, safety and social welfare of each Owner of apart thereof; and

WHEREAS, it is the intention and desire of the Declarant to develop and construct upon the Property described in Exhibit "A" a community of approximately twenty-nine (29) residential Villas together with functional amenities to be known as PEPPERTREE OWNERS ASSOCIATION, INC., which shall be developed and maintained as an urban development of superior quality and condition for the mutual and common advantage of all occupants and Owners thereof who shall appreciate and be in

accordance with the provisions of this Declaration and all other rules and regulations applicable to the Property; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the Property, the amenities, and for the maintenance of the Property and the improvements thereon, and in order to accomplish said objectives, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto (as provided for in Article II, Sections 2 and 3) to the covenants, restrictions, easements, charges and liens herein after set forth, each and all of which is and are for the benefit of said Property and each Owner thereof: and

WHEREAS, Declarant deems it necessary and desirable to create a non-profit corporate property owners association to which shall be delegated and assigned the power of administering and enforcing the protective covenants, conditions, restrictions and limitations hereinafter set forth, and maintaining and administering the Common Areas and Limited Private Areas, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that all 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 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 inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PEPPERTREE OWNERS ASSOCIATION, INC., a Florida Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Parcel which is apart of the Property. Owners shall not include those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Parcel" shall mean and refer to any plot of land on which a Villa is, or is to be constructed, and which is so designated and described upon any duly recorded, or to be recorded, survey of the Properties, with the exception of the Common Area. An initial survey showing Parcels 18 through 23 inclusive is attached hereto as Exhibit "B".

Section 5. "Villa" shall mean and refer to any single family residential dwelling, including any rear yard of a dwelling that is completely enclosed by walls that are attached to such dwelling, constructed or to be constructed on or within any parcel lying and situate within the Properties.

Section 6. "Limited Private Areas" shall mean and refer to any and all portions of land lying within any Parcel but commencing beyond the exterior walls of any Villa constructed on such parcel and beyond the exterior of any rear yard walls connected to a Villa and which completely encloses the rear yard of the Villa, and shall include all landscaping improvements and decorative and functional appurtenances thereon. Limited Private Areas are within the boundary lines of each Parcel being conveyed to an owner and such title and ownership of such Limited Private Areas shall be in the Owner of such Parcel, and may only be conveyed as an appurtenance to such Villa.

Section 7. "Common Area" shall mean and refer to all real Property lying within the Properties, but not including any parcel or Limited Private Areas, and so designated and described on any survey of the Properties, now recorded or to be recorded, together with any and all personal property and improvements thereon, owned or leased by the Association for the common use and enjoyment of the Owners.

Section 8. "Declarant" shall mean and refer to MODE, INC., a Florida corporation, and STATION-TO-STATION, INC., a Florida corporation, their successors or assigns, or to any successor or assign to all or substantially all of their interests in the

development of the property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Limitations applicable to the Properties .

Section 10. "Member" shall mean and refer to those person entitled to membership as provided in the Declaration.

Section 11. "Additional Property" shall mean that real property referred to in Article II, Sections 2 and 3, of the Declaration.

Section 12. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of PEPPERTREE OWNERS ASSOCIATION, INC.

Section 13. "Bylaws" shall mean and refer to the Bylaws of PEPPERTREE OWNERS ASSOCIATION, INC.

Section 14. "Common Roads" shall mean and refer to the roads, or other vehicle driving area, located within the Common Area.

Section 15. "Easement" shall mean and refer to a reservation to the Association, the Declarant and Owners, as prescribed in Article X of the Declaration.

Section 16. "Supplementary Declaration shall mean any Declaration of Covenants, Conditions, Restrictions and Limitations which may be recorded by Declarant, or Declarant's successors or assigns, which extends the provisions of this Declaration to additional properties as provided for herein.

Section 17. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors and as the same may be amended from time to time.

Section 18. "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities located outside or under the foundation of any Villa and used in connection with sewage disposal, water supply and the providing of electricity, telephone and television services.

Section 19. "Institutional Mortgage" means a mortgage held by a bank, savings and loan association or insurance company.

Section 20. "Single Family" means one or more persons related by blood, adoption or marriage, living as a single housekeeping unit.

ARTICLE II

PROPERTY SUBJECT TO THIS

DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Indian River Shores, Indian River County, Florida, and is more particularly described in Exhibit "A" hereto, being apart or a portion of the total real property shown in the Plat of PEPPERTREE, according to the plat thereof recorded in Plat Book 11 at Page 59, in the office of the Clerk of the Circuit Court of Indian River County, Florida.

Section 2. Additional Property. The Declarant shall have the right to bring within the Covenants, Conditions, Restrictions and Limitations of this Declaration, from time to time and within its

discretion, with proper governmental approvals, if required, additional properties, including properties now or hereafter acquired by it and property of others which is either abutting the existing property or additions hereto or so situated that its addition will be consistent with the uniform scheme for development set forth in the Declaration.

Section 3. Supplemental Declaration. Any such additions authorized in Section 2 hereinabove shall be made by the filing of record of one or more Supplemental Declarations of Covenants, Conditions, Restrictions and Limitations with respect to the additional property.

A Supplementary Declaration shall contain the following:

- a. A reference to this Declaration;
- b. Identification of the Declarant of the Supplementary Declaration;
- c. An expression of intent to submit certain real property to the uniform Covenants, Conditions, Restrictions and Limitations of this Declaration and to the jurisdiction of the Association;
- d. A statement that the real property that is the subject of the Supplementary Declaration constitutes additional property which is to become a part of the property which is the subject matter of this Declaration.

Notwithstanding, a Supplementary Declaration may contain such additions to or modifications of these Covenants, Conditions, Restrictions and Limitations as may be necessary to reflect the different character, if any, of the real property that is the subject of the Supplementary Declaration. Any such Supplementary Declaration shall become effective upon being recorded by Declarant in the public records of Indian River County, Florida.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee simple title, or undivided fee simple title, in any Parcel which is subject by covenants of record to assessments by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be automatically terminated upon a member being divested of fee simple title ownership in all Parcels which he may have owned. A member who fails or refuses to abide by the Declaration, or any amendments thereto, or who refuses or fails to pay any assessments or fees levied by the Association, shall not be entitled to vote nor exercise any other rights of a member in and to the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Parcel. A member shall have no vested right, interest or privilege, of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which shall continue after his membership ceases, or while he is not in good standing.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners (in good standing) with the exception of the Declarant and shall be entitled to one vote for each Parcel owned. When more than one person holds fee simple title in any Parcel, all such persons shall be members, however, the vote for

such parcel shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to anyone Parcel. When title to a Parcel is in a corporation, partnership, association, trust or other entity, the person entitled to cast a vote for the Parcel shall be designated by certificate, signed by the President of the corporation or by all members of the partnership or association, or by the trustee(s).

Class B. The Class B member(s) shall be the Declarants or their successors or assigns, and they shall be entitled to ten (10) votes for each Parcel owned, whether owned jointly or severally. 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:

- (i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (ii) On January 1, 2000.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Rights delegated to the Association. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Articles of Incorporation, Bylaws, duly adopted Book of Resolutions and the provisions contained hereinbelow as follows:

- a. The right of the Association to charge assessments and other fees for the maintenance of the Common Areas and Parcels and for the services provided Owners as described herein; the right of the

Association to adopt rules and regulations governing the use of the Common Area, Limited Private Areas, Villas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

b. The right of the Association to assess fines, or suspend the voting rights of an Owner for any period which any assessment against his Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Book of Resolutions or any infraction of this Declaration.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public, agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of members agreeing to such dedication or transfer has been recorded.

d. The right of the Association to mortgage any or all of the facilities constructed on the Common Areas for the purpose of improvements or repairs to Association property or facilities pursuant to approval by seventy-five percent (75%) of each class of members at a regular meeting of the Association or at a meeting specially called for this purpose.

Section 2. Delegation of Use. Any Owner may delegate, subject to the Bylaws, Declaration and Book of Resolutions, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the Parcel. Notwithstanding, no guest or invitee shall be permitted to use any of

the facilities with the Common Areas unless accompanied by an Owner, or tenant of an owner, or member of the owner's or tenants family.

Section 3. Damage or Destruction by Owner. In the event any Common Areas, facilities, personal property of the Association, or Parcel are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall be the responsibility of said Owner and shall become a special assessment upon the Parcel of said Owner.

Section 4. Title to Common Area. Deleted, March 2002.

ARTICLE V

COMMON AREA, LIMITED PRIVATE AREAS AND VILLAS

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control, and the maintenance, repair, reconstruction and replacement of the Common Area, facilities and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Limited Private Areas. In addition to maintenance of the Common Area, the Association shall provide maintenance upon Limited

Private Areas of each parcel in a manner and with such frequency as is consistent with good property management. Such maintenance shall include: maintenance for trees, shrubs and grass from common roads to the entry of carports lying within the Limited Private Areas. Such exterior maintenance shall not include any type of exterior maintenance of any nature for the structure of a Villa, including but not limited to, painting of exterior walls of Villas, doors, windows, roofs, gutters, sprinkler system time clocks and downspouts. To the extent that exterior maintenance is not provided for herein, it shall be the responsibility of each unit owner to keep all Parcels and Villas owned by him, and all improvements herein or therein, in good order, condition and repair and free of debris. In the event that any Owner of any Parcel shall fail to maintain the premises and the improvements situated thereon, as provided for herein, the Association, after notice to Owner as provided in the Bylaws and approved by seventy five (75%) percent vote of the owners, shall have the right to enter upon said Parcel to correct, repair, restore, paint and maintain said Villa and Parcel, including all structures and improvements located on said Parcel. All costs related to such correction, repair, restoration, painting or maintenance shall become a Special Parcel Assessment against the Owner's parcel and the Association shall have a lien therefor against the Owner's Parcel, which shall bear interest, and the lien on said Parcel shall be subject to foreclosure pursuant to Article VI of this Declaration. In the event the need for restoration, maintenance or repair on any of the Properties is caused through the misuse or the willful or negligent act of the Owner, his family or guests, or invitees, or tenants or licensees, the cost of such

maintenance, restoration or repair shall become a Special Parcel Assessment against the Owner's Parcel and the Association shall have a lien therefor against the Owner's Parcel, which shall bear interest, and the lien on said Parcel shall be subject to foreclosure pursuant to Article VI of this Declaration.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. The Declarant hereby covenants and each Owner of a Parcel, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association the following:

- a. Annual General Assessments or charges;
- b. Special Assessments for capital improvements and other special assessments;
- c. Special Parcel Assessments or charges. Such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each assessment is made. Each such assessment, together with interest thereupon and costs of collection thereof, when delinquent, shall also be the personal obligation of the person or entity who is the Owner of such Parcel.

Section 2. General Assessment.

a. Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties and, in particular, for the improvement, maintenance and operation of the Common Areas and Limited Private Areas.

b. Basis for Assessment.

(1) Owner Parcels. Each Parcel upon which a Villa is certified for occupancy and which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, 'the term "Owner" shall exclude the Declarant.

2) Declarant Owner Parcels. Notwithstanding any provisions herein to the contrary, the Association shall not assess any Declarant owned Parcel or Parcels located within the Properties so long as said Parcels are not leased to others and so long as Class B voting rights exist. Notwithstanding, for such time as Class B voting rights exist, Declarant shall contribute to the Association, directly or indirectly, such amounts as may be deemed necessary by Declarant to meet any deficit as may be created between the maintenance expenses of the Association and the Association's receipts and receivables from Owner assessments.

c. Method of Assessment. The Board of Directors of I the Association shall fix the annual assessments upon the basis provided above, provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. If an annual assessment is not made as required, an assessment shall be

presumed to have been made in the amount of the last prior annual assessment. The Board may provide for the collection of assessments in monthly, quarterly, or semi-annual installments, provided, however, if a Parcel Owner shall be in default in the payment of any installment, the Board of Directors may accelerate all remaining installments of the assessment for the year, upon notice to the Parcel Owner, and then the unpaid balance of that year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Parcel Owner, or not less than twenty (20) days after the mailing of such notice to him by Registered or Certified Mail, whichever shall first occur.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next ten (10) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of the Class B member or members, and of two-thirds (2/3) of the votes of the Class A member or members, voting in person or by proxy at a special meeting called for that purpose. In addition, the Association may levy a special assessment in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the members of the Association.

Section 4. Special Parcel Assessments. In addition to the assessments authorized above, the Association may levy in any assessment year, a special assessment against a particular parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, including fixtures and personal property related thereto, the cost of which is the responsibility of the Parcel Owner, or for such other purposes as are described herein, provided however, that any such assessment shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to accessible Parcels on the day of conveyance of the first Parcel to an Owner who is not the Declarant. The initial Monthly assessment on any accessible Parcel shall be collected at the time of closing and when title to said Parcel is conveyed to owner. During the initial year of ownership, each Owner shall be responsible for the full prorata share of the annual assessment charged to his Parcel. In addition, at the closing and transfer of title to the Owner, said Owner shall contribute an amount equal to two monthly assessment payments to the Association. This contribution shall be used by the Association for the purpose of initial and nonrecurring capital expense of the Association and for providing initial working capital for the Association. Said contribution shall not be considered as a pre-payment of assessments.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due

date shall bear interest from the due date, at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Parcel, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be upon the Parcel for the total amount of any unpaid assessments, interest thereon, costs and reasonable attorneys' fees incurred by the Association instant to the collection of such assessments, or the enforcement of such lien, except that such a lien shall be subordinated to bona fide liens recorded in the public records of Indian River County, Florida, prior to the recording thereof of a Claim of Lien for such unpaid assessments by the Association. The said lien shall be of effective from and after the recording of a Claim of Lien by the Association in the public records of Indian River County, Florida, stating the description of the Parcel, the name of the record Owner, the amount due, and the due dates. The said lien shall be effective until all sums secured by it have been fully paid. The Claim of Lien shall be signed and acknowledged by an officer or agent of the

Association. Upon payment the person making the payment is entitled to a Satisfaction of the lien. The Association, through its Board of Directors, shall be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to suit to foreclose an assessment lien, it may apply as a cash credit against its bid all sums due the Association, covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Parcel. Any person or entity who acquires an interest in a Parcel, except as hereafter described in the following Section 7, shall not be entitled to its occupancy or to the enjoyment of the Common Area until all unpaid assessments due and owing by the former Owner have been paid.

Section 7. Liability of Institutional Mortgagee or Declarant Mortgagee. Where an Institutional Mortgagee of record, or the Declarant, acquires title to a Parcel as the result of the foreclosure of an Institutional Mortgage, or Declarant's Mortgage, or where such Mortgagee accepts a deed to a Parcel in lieu of foreclosure, such acquirer of title shall not be liable for the unpaid assessments pertaining to the Parcel which became due prior to such acquisition of title. Such sale or transfer shall extinguish the lien of such assessments as to payments which became due prior to the acquisition of title. Such unpaid share of assessments shall be deemed to be a common expense prorata collectible from all other Parcel Owners, including such acquirer of title. No such sale or transfer shall relieve such

Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Notice and Quorum for any Action Authorized Under Section 3 Hereof. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Section 9. Annual Budget. The Board of Directors of the Association shall annually adopt a budget for the subsequent fiscal year, which shall provide for allocation of expenses in order to meet the obligations imposed by this Declaration and all Supplementary Declarations.

Section 10. Certificate of Payment. The Treasurer of said Association, upon demand of any Owner liable for an assessment, shall furnish to said Owner a certificate in writing signed by a Director, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Real Estate Taxes. In the event the Common Areas owned by the Association are taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to them becoming delinquent. Should an Owner fail to pay the real estate taxes assessed against his Parcel, whether or not

the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by said Owner, the Association may, but shall not be required to, pay said delinquent Owner's real estate taxes. Real estate taxes so paid shall be immediately repayable by the Owner to the Association, and if not so repaid shall earn interest at eighteen percent (18%) per annum. The amount of real estate taxes paid by the Association for the delinquent Owner shall be deemed an unpaid Special Parcel Assessment against said Owner's Parcel, which shall bear interest, and the lien on the Parcel shall be subject to foreclosure pursuant to Section 6 of this Article.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Class B Member or Members. Twelve (12) months after Class B Membership ceases, the members of the Architectural Review Board shall be appointed by the Board of Directors of the Association, and such members of the Architectural Review Board shall serve as such for a period of time to be determined by the Board of Directors or until such time as any member of such Architectural Review Board shall resign therefrom or fail or refuse to serve thereon.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of any Villa, or any exterior walls of any kind, or the surfaces of any interior courtyard walls which can be seen from the exterior of any building, or of the Common Area or Limited Private Areas without first obtaining the prior written approval of the Architectural Review Board. No alterations or changes in grade or any other acts which in any way alters the exterior of any Parcel or the improvements thereon, (including, but not limited to the Limited Private Areas and Common Areas), from its natural or improved state existing on the date such Parcel was first conveyed in fee by the Declarant to the Owner, shall be made or done without the prior written approval of the Architectural Review Board. No building, fence, wall, landscaping, residence, or other structure of any kind, shall be commenced, erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board. No exterior fixtures, including, but not limited to, mail boxes and yard lights, may be installed without the prior written approval of the Architectural Review Board.

Section 4. Appeal. Any owner may appeal an adverse architectural Review board decision to the Board of Directors of the Association who may reverse or modify such decision by the unanimous vote of the Directors.

ARTICLE VIII

USE OF PROPERTY

Section I. Protective Covenants. In order to keep the Properties a desirable place to live for all Owners, the following protective covenants are made apart of this Declaration and shall be considered as the initial rules and regulations of the Book of Resolutions:

a. Residential Use. All Parcels shall be used, improved and devoted exclusively to Single Family residential use. No business of any nature whatsoever shall be allowed. Nothing herein shall be deemed to prevent the Owner from leasing a Villa to a single family, subject to all of the provisions of the Declaration, Articles of Incorporation, and Bylaws.

b. Nuisances. No nuisances shall be permitted to exist or operate on any Parcel or Common ,Area so as to be detrimental to any other Property in the vicinity thereof, or to its occupants.

c. Restriction on Further Subdivision. No Parcel upon which a Villa has been constructed shall be further subdivided or separated into smaller parcels by any Owner, and no portion less than all of any such Parcel, nor any easement or other interest therein shall be conveyed, granted or transferred by an Owner, provided that this shall not prohibit corrective deeds, or similar corrective instruments.

d. Pets. Pets may be kept by an Owner on his Parcel, but only if such pet does not cause a disturbance or annoyance on the Properties. All pets must be held, or kept leashed at all times that

they are in the Common Areas or Limited Private Areas and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his pet. The Association reserves the right to designate specific areas within the Common Areas where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Properties any and all pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors or other Owners.

e. Occupancy of Villas. Except as noted, no Villa may be lived in at any time by a number of persons, including adults and minors, which said number is in excess of two (2) persons per bedroom as such rooms are designated "bedroom" on the original architectural blueprints for which the permit of construction was issued. Note: An exception to this rule is allowed for temporary occupancy by visiting members, and visiting guests, of an owner's family. An Owner shall advise the Board of Directors if, during his absence, his Villa will be occupied by guests or non-resident members of his family. An Owner Renting or Leasing his parcel shall notify the Board of directors in writing, in advance of the start of any Lease or Rental period, of the duration of the Lease or Rental and the names of the tenants. Rental or lease of a Villa shall be for a period of not less than three (3) consecutive months unless prior approval is obtained from the Board of Directors. Such approval is at the discretion of the Board of Directors. In addition, prior approval of the Lease or Rental agreement by the Board of Directors is required if the Parcel Owner is delinquent in paying his Parcel's assessment. The Board of Directors may disapprove any prospective tenant of any delinquent Parcel Owner without cause.

f. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Parcel, Villa, Common Area or Limited Private Area within the Property, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which approval may be arbitrarily withheld.

g. Vehicles and Boats. Only vehicles which can be kept in the garage of a villa shall be permitted on the Properties, except for those vehicles of authorized repair men and maintenance men whose vehicles are on the Properties temporarily during working hours while repairs and maintenance are being performed. Owners or authorized occupants may keep boats in garages providing that the boats are of such size as will permit the garage door to be closed with the boat inside the garage. The parking of any vehicle upon any of the Property is prohibited except in spaces expressly provided for the same or as may be approved in writing by the Board of Directors. Only vehicles bearing current license and registration tags and inspection certificates, as required, or as may in the future be required, pursuant to state law, shall be permitted to be parked on any of the Properties. Designated parking spaces within the Common Areas are intended only for the temporary parking of vehicles belonging to Owners or their guests and are not to be used for long term parking unless authorized by the Board of Directors. No motorized, battery operated or other self-propelled boat or water craft shall be operated on, in and/or under any body of water lying within the Properties.

h. Clothes Drying Facilities. No clothesline, clothes drying, or other clothes-drying facility shall be permitted on or in any

Parcel, Common Area, or other area of the Property wherein the same may be visible from any street, road, Parcel or Common Area.

i. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained so as to render the same and the contents thereof hidden from view from streets and adjoining Properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

j. Antennas. Unless prior written approval has been obtained from the Board of Directors, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the properties.

k. Burglar Alarm. Unless prior written approval has been obtained from the Board of Directors, no audible burglar alarm system shall be installed in any Villa, only silent burglar alarm systems being allowed.

l. Structures. No building, fence, wall or other structure of any type or nature shall be commenced, erected or maintained upon any of the Properties, nor shall any exterior addition to or change or alteration therein or thereon (including awnings and shutters) be made until the plans and specifications showing the nature, kind, shape, type, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Board. No Owners shall be permitted to make any change or modification to the exterior walls of his Villa (including. painting of the same) nor shall any Owner be permitted to alter or change the landscaping within his Parcel without the prior written consent of the Architectural Review Board.

m. Temporary Structure-. No structure of a temporary character, trailer, tent, shack, barn, shed, or other out building shall be permitted on any Parcel or Common Area at any time.

n. Oil and Mining Operation. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any Parcel or Common Area, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Parcel or Common . No derrick or other structure designed or use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel or on the Properties.

o. Water Supply and Sewerage. No owner shall be allowed to install an individual well or sewerage disposal facility on any of the Properties.

p. Visibility at Street Intersection-. No obstruction to visibility at street intersections shall be permitted. The Architectural Review Board shall have the right and power to adopt and implement restrictions concerning the number, location, height and types of trees and shrubs that may be planted and maintained within any parcel or any Common Area.

q. Fuel Storage Tanks. Except for portable gas grills which may be used within a parcel no fuel or gas storage tanks are permitted on any Parcel or the Common Area unless approved by the Architectural Review Board.

r. Compliance. It shall be the responsibility of each unit Owner, family members of unit Owners and their authorized guests and tenants to conform and abide by the rules and regulations in regard to

the use of the Villas, Parcels, Common Areas and Limited Private Areas which may be adopted in writing from time to time by the Board of Directors of the Association and the Architectural Review Board, and to see that all persons using Owner's Property, by, through and under him to do likewise.

s. Solicitations. No soliciting will be allowed at any time within the Properties.

t. Inspection of Property. Owners shall allow the Board of Directors of the Association, or their agents and employees, to enter any Parcel, including any Villa and any Limited Private Area, for the purpose of maintenance, inspection, repair, replacement or improvements within the Villa or Limited Private Area, or in the case of emergency, for any purpose, or for the purpose of determining compliance with this Declaration.

u. Rules and Regulations. The Board of Directors or the Architectural Review Board, with the approval of the Board of Directors, may, from time to time, adopt regulations, or amend previously adopted rules and, regulations governing the details of the operation, use, maintenance and control of the Villas, Parcels, Limited Private Areas and Common Areas, and any facilities or services made available to the Owners. Such Rules and Regulations shall be consistent with the Articles of Incorporation, the Declaration of Covenants, Conditions, Restrictions and Limitations of Peppertree Villas, and the Bylaws.

v. Violation. Upon violation of any of the Rules or Regulations, adopted as herein provided, or upon violation of any of

the provisions of this Declaration by an Owner, or his family, tenants or guests, the Association may bring an action for specific performance, declaratory decree or injunction. The Association shall have the right to recover its court costs and reasonable attorneys' fees for bringing such a suit against an Owner.

w. Employees of Association. Employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Properties on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event services are provided to Owners by any of the employees of the Association, the Association shall not be deemed to have assumed responsibility or liability for, in any manner, the quality of such services or work provided, nor warranted ,such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such works or services to Owners.

x. Acceptance of Declaration. All present or future Owners, tenants or other persons who might use the facilities in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Villa, or the mere act of occupancy of any Villa, shall signify that the provisions of this Declaration are accepted and ratified in all respects by those persons.

ARTICLE IX

OFFER TO SELL

The Owner of a Parcel shall notify the Board of Directors when he is under agreement to another party to sell his Parcel. Such

notification shall include the planned date for transfer of ownership and shall be provided in writing within seven (7) days of entering a sales agreement, but in no event shall it be later than seven (7) days prior to transfer.

ARTICLE X

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. There is hereby created a Blanket Easement upon, across, over, through and under the above described Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems including, but not limited to, water, sewers, irrigation systems, telephones, electricity, television, cable or communication lines and systems. By virtue of the Easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of all Villas. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, telephone lines or other utility service lines or facilities for such utilities may be installed or relocated on, in, through, over or under a Villa after the Declarant has conveyed title to the Villa to an Owner. This Easement shall in no way affect any other recorded Easements on said premises.

Section 2. Declarant's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first parcel, the Declarant reserves a Blanket Easement and right on, over and under the ground within the Properties to maintain and to correct drainage of

surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected Property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 3. Easements for Unintentional and Non-Negligent Encroachments. If a Villa or any structure or wall attached thereto, shall encroach upon any Common Area, or upon any other Limited Private Area, Parcel or Villa, by reason of original construction or by the non-purposeful or non-negligent act of the Owner, Declarant or Association, then an easement appurtenant to such encroaching Villa, structure or wall to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Area or Limited Private Area shall encroach upon any Villa or any wall or structure attached thereto by reason of original construction or the non-purposeful or non-negligent act of an Owner, the Association or the Declarant, then an easement appurtenant to such Common Area or Limited Private Area to the extent of such encroachment shall exist so long as such encroachment shall exist.

Section 4. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner, members of his family, and his guests and tenants, shall have a right and Easement of Enjoyment in and to the

Common Area which shall be appurtenant to and shall pass with the title to every Parcel.

Section 5. Easement of Entry for Maintenance. Whenever it is necessary to enter any Villa for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Areas, Limited Private Areas, Party Walls, or a Villa or Villas, or to go upon any Limited Private Areas for such purposes, the Owner of each Villa and Limited Private Area shall permit the Association, or any of its duly constituted and authorized agents, to enter such Villa, or to go upon such Limited Private Area, for such purposes, providing that such entrances shall be made only at reasonable times and with reasonable advance notice.

If the exterior of a Villa is accessible only from the yard or courtyard of an adjoining Parcel, the Owner of the Villa shall have the right of access to his Villa's exterior for the purpose of painting, repairing or otherwise maintaining said exterior. The Owner shall provide reasonable advance notice in writing of his need for access citing the estimated duration of the maintenance activity and the desired time to begin. Maintenance shall be performed only during the periods agreed to by the Owner of the adjoining Parcel who shall not unreasonably deny such access. The Owner performing maintenance shall be responsible for restoring the adjoining parcel to its original condition by the end of the agreed to maintenance period.

Section 6. Easements in Emergencies. In case of any emergency originating in or threatening any Villa, regardless of whether the Owner is present at the time of such emergency, the Board of Directors

of the Association, or any other person authorized by it, shall have the right to enter a Villa for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and may be by force.

ARTICLE XI

PARTY WALLS

Section I. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Villas upon the Properties and placed on the dividing line between the Parcels shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Owner Shall Not Alter or Change Party Wall. The Owner of a Villa shall not make any alterations, additions or structural changes whatsoever in a Party Wall. An Owner shall have the right to the full use of the surface of a Party Wall facing the interior of his Villa for whatever purposes he chooses to employ, subject to the aforementioned limitation, and subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Villa, or his enjoyment of said walls, or in any manner impair the structural soundness or value of said walls.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the Owners of the

adjoining Parcels of which the said Party Wall was the dividing line, shall be equally responsible for the repair and reconstruction of the Party Wall and for the cost of such repair and reconstruction, subject however, to the right of any such Owner to call for a larger contribution to the cost of repair and reconstruction from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to his Parcel shall pass to such Owner's successors in title.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful acts, or by the negligent or willful acts of his guests, tenants, licensees, agents, employees or members of his family, causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection for water proofing of the exposed Party Wall so as to protect the adjoining Villa during the reconstruction and repair of the same.

Section 5. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator that they mutually agree on, and a decision by a majority of all of the said arbitrators shall be binding on all parties thereto. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Villa subject to these Declarations.

ARTICLE XII

RESERVATIONS TO THE ASSOCIATION

Section 1. There is hereby reserved to the Association the exclusive right which shall also be its duty and responsibility, to maintain the Association's properties, the Property, the Common Areas, the Limited Private Areas and the Villas, to the extent contained in this Declaration and in accordance with the Articles of Incorporation, Bylaws, and Book of Resolutions of the Association.

Section 2. The Association shall have the right to insure any or all of the property contained in Common Area, including real property and personal property with fire and extended coverage insurance, in the name of the Association, and the proceeds of such fire and extended coverage insurance shall be used exclusively for repair and replacement purposes.

Section 3. In addition to casualty insurance, the Association will also carry coverage that will afford protection for it against:

a. Public Liability in such amounts and with such ~ coverage as the Association may determine from time to time to be necessary or desirable, including but not limited to hired automobile and non-automobile co-coverages and with cross liability endorsement to cover liability of Owners as a group to an Owner.

b. Workman's Compensation policy to meet the requirements of law.

d. Such other insurance as the Association may determine from time to time to be necessary or desirable.

ARTICLE XIIIINSURANCE AND CASUALTY DAMAGE

Each Owner shall be required to obtain and maintain in force and effect policies of fire, windstorm, flood and other property insurance with adequate coverage to cover the full replacement cost of any repair or reconstruction work on the Owner' s Parcel. Such insurance shall cover the Villa and the Limited Private Areas within the Owner' s Parcel, and the Association shall either be named as " Additional Insured" on the Owner' s insurance policies or Owner shall sign an Irrevocable Assignment of Interest to Peppertree Owners Association, Inc. per the attached form which is incorporated herein by reference. Owner shall request the insurance company provide a Certificate of Insurance containing a 30 day cancellation notice to Peppertree Owners Association, Inc. 100 Peppertree Drive, Indian River Shores, FL 32963. If an Owner fails to carry such insurance, or within five (5) days of written demand by the Association fails to furnish to the Association sufficient evidence acceptable to the Association that the Owner has such insurance, the Association shall have the right, but not the responsibility, to obtain such insurance coverage on behalf of the Owner and any premiums paid for such insurance coverage by the Association shall become a Special Parcel Assessment against the Owner's Parcel and the Association shall have a lien therefor against the Owner' s Parcel, which shall bear interest, and the lien on the Parcel shall be subject to foreclosure pursuant to Article VI of this Declaration.

In the event of damage or destruction by fire, windstorm, flood or other casualty to the Owner' s villa or to the property within the Limited Private Area of the Owner' s Parcel, the Owner shall (must) use the insurance proceeds to repair or rebuild such damaged or destroyed portions of the Villa or the property within the Limited Private Area of the Owner' s parcel in a good workmanlike manner, in conformance with the original plans and specifications of the said property. If there are insufficient insurance proceeds to complete said repair and reconstruction, the Owner shall pay the costs of the repairs or reconstruction in excess of the insurance proceeds. If the Owner refuses or fails to commence repair or rebuilding within sixty (60) days, or if the Owner, after commencing repair or rebuilding, discontinues such repair or rebuilding for a period of thirty (30) days, the Association has the right to repair and rebuild the same or to complete the repairs and reconstruction and shall then have a lien securing such payments on the Owner's Parcel in the same manner provided herein for Special Parcel Assessments, and shall have the right to interest thereon, and the lien on the Parcel shall be subject to foreclosure pursuant to Article VI of this Declaration.

Peppertree Owners Association **Irrevocable Assignment of Interest**

In accordance with the Insurance and Casualty Damage Requirements of Article XIII of the Declaration of Covenants, Conditions, Restrictions and Limitations of Peppertree Villas requiring either an " Additional Insured" endorsement or an "Irrevocable Assignment of Interest", the following Assignment of Interest is authorized:

I (we) as Owner(s) of the villa at _____,
Indian River Shores, Florida 32963, do hereby grant unto Peppertree Owners Association, Inc. an Irrevocable Assignment of Interest in the "property" insurance policies covering the above mentioned villa at such time as a loss under an insured peril occurs to said villa to cover any and all damage and loss to the exterior of the Owner's Villa and damage and loss to the limited private areas within the Owner's parcel.

This Assignment of Interest authorizes and directs my Insurance Company to make payable to Peppertree Owners' Association Inc. and the Owner(s) as loss payees any insurance proceeds resulting from a loss or damage to the exterior of the Owner's villa and to the limited private areas within the Owner's parcel.

Witnessed: _____

Date: _____

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, and as the same may be amended from time to time, shall run with the Parcels, shall bind the Owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and the Owners, their respective legal representatives, heirs, successors or assigns, for a term of seventy-five (75) years from the date that this Declaration is recorded in the public records of Indian River County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding seventy-five percent (75%) of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of five (5) years from the date of such recording.

Section 2. Condemnation. In the event all or part of the real property conveyed to the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such real property. The Owners may, by a vote of seventy-five percent (75%) of the total voting power hereunder, agree to distribute the proceeds of any condemnation of taking by

eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 4. Enforcement. In addition to the provisions contained in any of the Articles of this Declaration, the provisions of this Declaration may be enforced by any proceeding at law or in equity against any person, persons or entity violating or attempting to violate the same, either to restrain violation or recover damages, and against his or its Parcel to enforce any lien created by these protective covenants and restrictions; and failure by the Association or the Declarant to enforce any of these protective covenants and restrictions herein contained, shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of this community.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or affect the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors of the Association and the Architectural Review Board. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association to be created within the Property.

Section 9. Amendment. This Declaration may be amended in the following manner:

a. Notice of the subject matter of the proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered.

b. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any member of the Association. The approval of such amendment must be by not less than an affirmative vote of seventy-five percent (75%) of the total voting power of the Association.

c. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be recorded in the public records of Indian River County, Florida. Such amendment shall become effective upon its recordation in the said public records.

d. Notwithstanding the above, so long as Declarant is the Owner of any unoccupied Villa, or leased Villa which is then being advertised for sale, no otherwise valid amendment shall become effective without the written consent of the Declarant. The preceding sentence herein shall only apply to first initial sales of Villas, and not to resales of Villas to which the Declarant may hold title.

Section 10. Legal Fees. Any and all legal costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Parcel in favor of the Association.

Section 11. Limitations. As long as there is a Class B membership, the Association may not use its resources or take a public position in opposition to the general plan of development for the Properties or to changes thereto proposed by the Declarant. Nothing in this Section shall be construed to limit the rights of the Owners acting as individuals or in affiliation with other members or groups.

Section 12. Law and Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, do hereby make this Declaration of Covenants, Conditions, Restrictions

and Limitations, and have caused this Declaration to be executed in their names on the day and year first above written.

MODE, INC.

By: s/ James S. Sharrock, President
Jr., Secretary

Attest: s/ W. L. Harmdon

(Corporate Seal)

s/ Norma Walker

s/ Virginia L. Pionessa,

As to the Officers of Mode, Inc.

STATION-TO-STATION, INC.

By: s/ Lela Maroon,President
Krause, Secretary

ATTEST: s/ Marie M.

(CORPORATE SEAL)

S/ CLRU

S/ Barbara A. Jones

As to the Officers of Station-to-Station, Inc.

State of Florida

County of Duval

(Signed by) Notary Public, State and County Aforesaid.

State of Florida
County of Indian River

(Signed By) Barbara a. Jones, Notary Public, State and County

Aforesaid.(commission expires December 8, 1986

CHANGE HISTORY

Article Changed	Scope of Change	Date Approved	County Records
ORIGINAL COVENANTS	New Document	March 20, 1984	Book 682, Pg 280-317
Art. IV, Sec. 1	Administrative	May 12, 1987	Book 769, Pg 2498
Art. IV, Sec. 2	Delegate use of facilities to Tenants	Unknown	Unknown
Art. V, Sec. 2	Painting of Walls	January 1994	Unknown
Art. VI, Sec. 6	Deleted Lien on Personal Property	February 12, 1987	Book 760, Pg. 1231
Art. VII, Sec. 3	Changes to exterior appearance of Villas	May 12, 1987	Book 769, Pg 2498
Art. VIII, Sec.1.a	Limit Villas to residential use	May 12, 1987	Book 769, Pg 2498
Art. VIII, Sec.1.e	Set occupancy limits & rules	May 12, 1987	Book 769, Pg 2498
Art. VIII, Sec. 1.f	Req. approval of any sign	May 12, 1987	Book 769, Pg 2498
Art. VIII, Sec. 1.q	Allows gas grills	May 12, 1987	Book 769, Pg 2498
Art. VIII, Sec. 1.u	Clarifies Rules & Regs	May 12, 1987	Book 769, Pg 2498
Art. IX, Sec.1-9	Replaced Notification req'm'ts for selling Villa	May 12, 1987	Book 769, Pg 2498

Note: Changes above are to the body of the Covenants only. Numerous other changes adding lot plans & descriptions are not included.