

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
SERENOA SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Serenoa Homeowners' Association, Inc., a Florida non-profit corporation, herein after referred to as "Developer",

WITNESSETH THAT:

WHEREAS, Developer holds the fee simple title to the real property described in Article II of this Declaration and desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Lot and Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservations of the values and amenities in said community, to create the Association to which should be delegated, and assigned the powers of maintaining and administering the community properties and facilities, including enforcing the covenants and restrictions, and collecting and disbursing the charges, assessments and fees of each Lot and Owner thereof; and

WHEREAS, DEVELOPER has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, known as SERENOA HOME OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid a copy of said Articles of Incorporation and By-Laws of Serenoa Home Owners Association, Inc., being attached hereto as Exhibits "C" and "D", respectively.

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges, assessments and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration or Amendment thereto (unless the context shall prohibit) shall have the following meanings:

- A) "Association" shall mean and refer to the SERENOA HOME OWNERS' ASSOCIATION, INC.

- B) "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of and described in Article II hereof.
- C) "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the Property as common property, and any non-governmental roads, and the entryway to the subdivision shown on the plat, or common areas otherwise described in this Declaration all of which are intended for the common use and enjoyment of the Owners.
- D) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the property, which is intended for use as a site for a dwelling or residence with the exception of common properties as heretofore defined.
- E) "Living Unit" shall mean and refer to any portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by an Owner or a single family.
- F) "Owner" shall mean and refer to the Owners of record, whether one or more persons or entities, of the fee simple title to a Lot in the Property, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.
- G) "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1 hereof.
- H) "Developer" shall mean and refer to SERENOA, LLC or:
 - i) Any person or entity who succeeds to the title of Developer to all or a portion of the Property by sale or assignment of all of the interests of the Developer in the Property, if the instrument of sale or assignment expressly so provides, or
 - ii) Any person or entity, specifically including the Association, to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, the Association's Articles of Incorporation, or the By-Laws of the Association.
- A) "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the Property recorded in the office of the Clerk of the Circuit Court of INDIAN RIVER County, Florida.
- B) "Surface Water or Storm Water Management System" means a system(s) which is or are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding,

over drainage, environmental degradations, and water pollution or otherwise affect the quantity or quality of discharges.

- C) "Conservation Area" or "Conservation Easement Area" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the Property or otherwise described in this Declaration as areas for the conservation of natural resources all of which are intended for the benefit and enjoyment of the Owners. The Developer reserves the right to add lands to the Conservation Easement Area or Conservation Area.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

Section 1. The real property, which initially shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in INDIAN RIVER County, Florida, and is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

Section 2. The Developer shall have the right for a period of ten (10) years after the recording of this Declaration to bring within the provisions of this Declaration, from time to time, and in its discretion and without the consent of any other person or entity, except as may be specifically provided otherwise, one or more additional parcels of real property. Any such additions as are authorized hereby shall be made by a Supplemental Declaration executed by the Developer. Further, the Developer shall have the right to amend this Declaration, without prior notice and without the consent of any other person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes desired to be effected by the Developer.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. **Membership:** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot, in which they hold the fee simple interests, required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine,

but in no event shall more than one vote be cast with respect to any such Lot which is owned by more than one person.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the fee simple interest required for membership by Section 1 until such Lot is sold, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- A) 3 months after 95% of all Lots shall have been conveyed to Members (other than builders or others for the purpose of constructing improvements thereon for resale.)
- B) The Developer or successor elects to turn over control of the Association to the Members.

The Developer or its successor shall be entitled to elect at least one (1) member of the board of directors of the Association as long as the Developer or its successor holds for sale in the ordinary course of business at least five percent (5%) of all Lots in all phases of the Property.

Section 3. Suspension of Membership Rights: No Member shall have any vested right, interest or privilege in or to the assets, property, common areas, functions, affairs or franchises of the Association including but not limited to voting rights, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any assessment or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Developer or the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot or Living Unit by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (1) annual general assessments or maintenance and management charges;
- (2) special assessments for the acquisition of additional Properties or property and for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual general and special assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on each Lot or Living Unit and shall be a continuing lien upon each Lot or Living Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity

who was the Owner of such property at the time when the assessment becomes due and payable.

The Developer shall not be obligated to pay any assessments or maintenance charges until it changes its status from a Class B member to a Class A member as set forth in Article III above.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of the Association and for promoting the health, safety, and welfare of the Owners and Members including the maintenance and improvement of the Common Properties, entryway, non-governmental roads, streets and right of ways, the payment of taxes thereon and such other purposes as may be decided by the Association.

General and special assessments shall also be used for the maintenance and repair of the Surface Water or Storm Water Management Systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Basis and Maximum of Annual General Assessments: The annual general assessment for each Lot in the Property shall be payable quarterly, in advance.

- A) The annual general assessment for each calendar year shall be established by the Board of Directors and may be increased, without approval by the Members, by an amount not to exceed ten (10%) percent of the annual general assessment of the previous year.
- B) The annual general assessment may be increased beyond the 10% set forth in above by the affirmative vote of two-thirds (2/3) of those Members who are entitled to vote at a duly called meeting of the Members. Notice shall be given to all Members of the proposed increase not less than (10) ten days prior to the meeting.
- C) The Board of Directors shall at the time of setting the annual general assessment for each calendar year, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per Lot or Living Unit. All Lots or Living Units shall be assessed at a uniform rate.

Section 4. Special Assessments for Capital Improvements: In addition to the annual general assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixture and personal property related thereto, or for the acquisition of additional property provided that any such special assessment that shall exceed the sum of \$500.00 per Lot shall have the assent of two-thirds (2/3) of the vote of each of the Members who are entitled to vote and 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 (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum of any Action Authorized Under Section 3 and Section 4: The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those Members who are entitled to vote shall constitute a quorum.

Section 6. Date of Commencement of Annual, General and Special Assessments: The annual general assessments, as provided above, shall commence as to any Lot on the first day of the month following conveyance by the Developer. One-fourth (1/4) of the annual general assessment shall be payable to the Association on the first day of each calendar quarter. Quarterly periods of each year shall be on January 1st, April 1st, July 1st, October 1st. The first annual general assessments after conveyance by the Developer shall be made for the balance of the calendar year, and the first quarterly payment shall become due and payable on the first day of the next quarter.

The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Individual Lot Assessments: The Association shall have the power and authority to levy and collect Individual Lot Assessments against Members and against a particular Lot or Living Unit for damages to Common Property caused by the Member or the Members guests, contractors, family members or invitees or for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform or to abate or eliminate any nuisance or any breach or violation of the provisions of this Declaration, the applicable rules of the Association, or applicable law. The Association or its agents shall have a right of entry onto each Lot or Living Unit to make repairs, perform maintenance or make replacements or to eliminate any nuisance or breach or violations described aforesaid. The Individual Lot Assessment may include an administrative fee charged by the Association in an amount determined by the Board of Directors.

Section 8. Effect of Non-Payment of Assessments: the Personal Obligation of the Owner; the Lien; Remedies of Association: If the assessments described in Sections 3, 4 and 7 above are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon at the maximum rate allowed by Florida usury laws and cost of collection thereof as herewith after provided, thereupon become a continuing lien on the Lot and Living Unit which shall bind such Lot and Living Unit and shall run in perpetuity with said Lot until paid and satisfied in full. All unpaid assessments shall also be the personal obligation of the Members or Owners and enforceable as provided by Florida law.

If the quarterly portion of the Annual General Assessment is not paid within thirty (30) days after the date when due, the full Annual General Assessment or remaining portion thereof shall become at once due and payable without notice, and the assessment shall bear interest from its due date. The Association may bring an action at law against the Owner or Member personally obligated to pay the same or to foreclose the lien against the Lot or Living Unit, and shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided and the Association's reasonable attorney's fees together with the costs of the action including the Association's attorney's fees and costs on appeal.

For purposes of foreclosing, the Association shall record a Claim of Lien in the public land records. Regardless of the date of recordation of any Claim of Lien, the effective date shall relate back to the date of recordation of this Declaration for purposes of establishing priority.

Section 9. Subordination of the Lien Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any institutional mortgage or mortgages now or hereafter placed on any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have been due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- A) all properties to the extent of any easement or other interest herein dedicated and accepted by a local public authority and devoted to public use;
- B) all Common Properties as defined in Article I, Section 1, hereof.

Section 11. Initiation Assessment: An initiation assessment shall be paid by an Owner in an amount to be determined from time to time by the Board of Directors of the Association upon every initial and subsequent transfer of record title to a Lot except for the sale of a Lot to a licensed residential home builder. The initiation assessment may be held in reserve by the Board of Directors of the Association or used by the Board of Directors for payment of start up expenses or for working capital of the Association.

ARTICLE V EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance: In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon any Lot or Living Unit requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty or quality of the neighborhood and safety of the Members and their invitees, family members or contractors. Exterior maintenance shall include, but not be limited to, paint, repair of siding, roof repair and replacement gutters, down spouts, exterior building surfaces, repair or replacement of plants, trees and shrubs, and yard cleanup and/or driveway and sidewalk repair and maintenance.

Before the Association provides any exterior maintenance it shall give notice in writing to the Owner of the specific Lot or Living Unit providing the reasons why the Association intends to provide exterior maintenance or repair and the Owner shall have fifteen (15) days to provide the required maintenance or repair at Owner's cost. If the Owner does not provide the necessary exterior maintenance or repair, then the terms of this Article shall apply.

Section 2. Assessment of Costs: The cost of such maintenance or repair performed by or on behalf of the Association shall be assessed against the Lot or Living Units upon which such maintenance or repair is performed or, in the opinion of the Board of Directors of the

Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made the assessment shall be uniformly assessed against all of the Lots in the affected area. Exterior maintenance assessments may be enforced in accordance with Article IV. Any exterior maintenance assessment shall be a lien on the Lot or Living Unit and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, including the Association's attorneys fees and provided for in the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Article IV hereinabove.

Section 3. Access Reasonable Hours: For the purpose of performing the maintenance or repair authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any Lot or the exterior of any Living Unit or any improvements thereon at reasonable times and such access shall not be deemed trespass.

Section 4. Duties of Association: The Association shall be responsible for the maintenance operation and repair of the Surface Water or Storm/Water Management System(s). Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the aforesaid systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE VI USE OF COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment: Subject to the provisions of Section 3 herein below, every member shall have a non-exclusive right and easement of enjoyment in and to the Common Properties shown on the plat and any non-governmental roads, and the entryway to the Property, and such easement of enjoyment shall be appurtenant to all Lots and pass with the title to every Lot or Living Unit and shall be held in common with other Lots or Living Units.

Section 2. Title of Common Properties: The Developer may retain the legal title to the Common Properties until such time as the improvements thereon have been completed or until such times as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, at such time as Class A members are in full control of the Association or at an earlier date as determined by the Developer.

Section 3. Extent of Members' Easements: The rights and easement of enjoyment created hereby shall be subject to the following:

- A) The right of the Association to take such steps as are reasonably necessary to protect the above-described Common Properties against foreclosure;

- B) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or during which any Member's rights have been suspended in accordance with Article III, Section 3 or such Member is not in good standing, and for any infraction of its published rules and regulations; and
- C) The right of the Association to dedicate or transfer all or any of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3) majority of all of the Members of the Association entitled to vote. Notice of any such meeting shall be given to every member not less than ninety (90) days in advance of the meeting.

Section 4. Easement for Access and Drainage: The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Storm Water Management System(s) for access to operate, maintain or repair the system. By this easement, the Association, and its agents or contractors, shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Storm Water Management System(s), at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System(s) as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System(s). No person shall alter the drainage flow of the Surface Water or Storm Water Management System(s), including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

Section 5. Restriction on Owner Easements: No Owner or Member, other than the Developer, shall grant any easement upon any portion of the Property or any Lot to any person or entity, without the prior written consent of the Developer and the Association.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval: No improvements or structure of any kind including without limitation any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Criteria of the Association, attached hereto as Exhibit "B" and made a part hereof, as the same may from time to time be adopted and amended.

Section 2. Architectural Review Committee: The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee

("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The ARC shall be composed of not less than three (3) members and the ARC shall validly act upon the majority vote of its members.

Section 3. Powers and Duties of the ARC: The ARC shall have the power to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Criteria. Any modifications or amendments to the Architectural Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. The ARC shall also have the power to approve, disapprove, or conditionally approve all applications submitted to it in accordance with Section 1 of this Article. The Board of Directors of the Association may adopt a schedule of reasonable fees for processing applications.

Section 4. Developer Conveyance to Association: Developer shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as, in the sole judgment of the Developer, the Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been the Developer.

Section 5. Contractors and Subcontractors Rules and Regulations: All contractors, subcontractors, and material men shall follow the Contractors and Subcontractors Rules and Regulations, attached hereto as Exhibit "B", as the same may from time to time be amended in accordance with Section 3 of this Article.

ARTICLE VIII RESTRICTIONS

Section 1. Residential Use: The Property subject to the terms and provisions of this Declaration shall be used for residential Living Units and for no other purpose except that Developer may use one or more Lots for sales offices or model homes, and further:

No business or commercial building may be erected on any Lot and no business, except for two (2) garage or yard sales per year with Association approval, may be conducted on any part thereof. No building or other improvements shall be erected, altered, or improved upon any Lot without prior ARC approval thereof as elsewhere herein provided. When the construction of any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the Lot.

Hurricane shutters may only be installed not more than 5 days before a hurricane or windstorm and must be removed within 5 days after each hurricane or windstorm.

Section 2. Pets: No animals, livestock, birds, or fowl shall be kept, bred, raised or maintained on any part of the Property or any Lot or any Living Unit except dogs, cats and pet birds or pet fish which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash or restrained when

they are outside the Living Unit and must not become a nuisance to other Members or residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and Mynah birds will be permitted only if kept in air-conditioned homes with the windows closed.

Section 3. Clothes Drying Area: There shall be no clotheslines or drying yards or outside drying of clothing on any part of the Property or any Lot.

Section 4. Trucks and Other Vehicles: Only four-wheel passenger vehicles (including pickup trucks smaller than 1 ton) shall be parked upon any Lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot. All other types of vehicles must be kept inside an enclosed garage, i.e., pickup trucks 1 ton or larger, trucks of commercial usage, motor homes, recreational vehicles, and trailers. No heavy equipment, except during construction, shall be kept, stored, or parked on any Lot.

Section 5. Boats: No boats shall be allowed on the Property or any Lot except within enclosed garages.

Section 6. Signs: No sign of any kind shall be displayed to the public view of any Lot. This Section shall not apply to the Developer or its designees.

Section 7. Condition of Lots Prior to Construction: Vacant Lots must be mowed and/or properly maintained in accordance with the Architectural Criteria.

Section 8. Condition of Lots: Upon construction of a dwelling upon any Lot, all Owners shall maintain lawns, landscaping and grounds in a manner in keeping with good husbandry and the general character of the other Lots in the Property and in accordance with the Architectural Criteria.

- A) All Lots must be mowed and properly maintained to avoid unsightly appearance.
- B) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot at any time.
- C) In the event that any Owner shall fail or refuse to keep his Lot in accordance with this Declaration or the Architectural Criteria, then after fifteen days (15) written notice, the Association or its agents may enter upon said Lot and remove or correct the same at the expense of the Owners, and such entry shall not be deemed a trespass.
- D) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant Lots. Each vacant Lot must be mowed of underbrush, regularly, and at no time may growth thereon, exclusive of trees, exceed twelve (12) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any Lot and the cost of the work shall be paid

by the Lot Owner and payment secured by a lien on the Owner's Lot enforceable in the manner provided by this Declaration or by applicable Florida law.

Section 9. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners, Members or the neighborhood. Garage doors must not remain open.

Section 10. Oil: No oil or gas drilling, oil or gas development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a Lot except as such underground tanks required for heating, cooking, air conditioning or operating emergency generators.

Section 11. Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, campers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property or any Lot except in accordance with this Declaration and the rules and regulations of the Association. This restriction shall not apply to temporary structures used by the Developer or the Association.

Section 12. Rules and Regulations: No person, Owner or Member shall use the Common Properties, the Property, or any Lot or Living Unit, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time.

Section 13. Restrictions and the Developer: The foregoing Restrictions and any rules and regulations promulgated pursuant to Section 12 of this Article shall not be binding upon or restrict the Developer in the construction of the Serenoa Subdivision or in the construction of improvements on common properties or Lots.

ARTICLE IX ENFORCEMENT

If the Owners of any Lot or Living Unit covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any Lot situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages, court costs, enforcement costs, interest, and attorneys fees and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving party in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendants in such proceedings.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System(s).

The remedies and rights provided for in this Article IX shall be in addition to such other rights and remedies set forth in this Declaration or available as a matter of statute, common law or in law or equity.

ARTICLE X HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the Property and Lots subject hereto, the Developer, the Association and the Members thereof.

ARTICLE XI EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certificates, in the public records in INDIAN RIVER County, Florida

ARTICLE XII GENERAL PROVISIONS

Section 1. Duration and Remedies for Violations: The covenants and restrictions of this Declaration shall run with and bind the Property and all the Lots and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject Lot, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

Section 2. Speed Limit: The speed limit in the Property shall be 15 M.P.H. All traffic directional signs are to be followed. The Association may void the construction pass of violators or suspend Membership rights of Members violating the provisions of this Section 2.

Section 3. **Notices:** 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, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 4. **Amendments:** This Declaration may be amended at any time and from time to time by a vote of not less than two-thirds (2/3) of those Owner's or Members voting (Class A and Class B), either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments. Any vote pertaining to amendments to this Declaration shall require a quorum of not less than two-thirds (2/3) of each Class of Members. Amendments, which may materially and significantly impede the Developer's ability to develop the Property, or its ability to sell improved or unimproved Lots shall be submitted to the Developer for prior consent, which it shall not unreasonably withhold. Notwithstanding the remaining provisions of this Article XII, any amendment, which would modify or terminate any right or reservation granted to the Developer in this Declaration, must first be given the written approval by the Developer and prior to the turnover of control of the Association to the Class A Members the Developer shall have the right and power to amend the provisions of this Declaration without the consent or approval of the Association or the Members.

Any amendment to the Declaration which alters the Surface Water or Storm Water Management System(s), beyond maintenance in its original condition, including the water management portions of the Common Properties, must have the prior approval of the St. Johns River Water Management District.

Any amendment to the Declaration which would affect the ability of the Association to make assessments for maintenance of Common Properties, which assessments would be liens on the Lots, must be approved by the Association.

Section 5. **Usage:** Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XIII EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plat of the Property, or as heretofore granted by the said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. Except as provided in the plat or other instrument pertaining to an easement, the surface of the easement area within each Lot, if any, shall be mowed and maintained by the Owner of each Lot.

**ARTICLE XIV
DEFAULT**

The Developer or other holder of any institutional mortgage acquiring title to a Lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale, resulting from the foreclosure of said mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such Lots or chargeable for the former Lot Owner which become due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from the Member owing the unpaid assessment and, if not collectible therefrom, then from all of the Lot Owners on a pro-rata basis if the Association deems same necessary.

Any person who acquires an interest in a Lot, except through foreclosure of an "institutional mortgage" or "mortgage held by the Developer", shall be personally liable and jointly and severally liable with the grantor or former Owner of the Lot for all of the unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument, an institutional mortgage shall be defined as a mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida or the Developer for the purpose of purchasing or making improvements to said Lot.

**ARTICLE XV
SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM**

The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Storm Water Management System(s). Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Storm Water Management System(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Storm Water Management System(s) for access to operate, maintain or repair the systems and for drainage over the entire system(s) including buffer areas and swales.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System(s).

**ARTICLE XVI
LAWS GOVERNING**

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper offices thereunto duly authorized, 25th day of April, 2006.

Janice M. Sellers
Witness JANICE M. SELLERS

SERENOA, L.L.C.

Wanda K. High
Witness

By: James R. Adams
James R. Adams, Manager

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 James R. Adams personally known to me and known to me to be the Manager of Serenoa, L.L.C., and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Serenoa, L.L.C.

WITNESS my hand and official seal in the county and state last aforesaid this 25th day of APRIL, 2006.

Christine S. Weiss
Notary Public
My Commission Expires: _____

SEAL

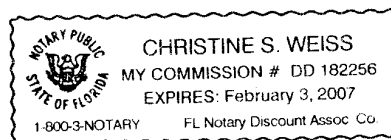


Exhibit "B"

ARCHITECTURAL CRITERIA
SERENOA SUBDIVISION

BUILDING POLICIES AND GUIDELINES

- A) Building Setbacks
 - Front: 20 feet
 - Rear: 15 feet
 - Side: 7 feet
- B) Easements: No structures are to be built within any easement and no placement of any improvements or un-approved plants in any portion of the Surface Water or Storm Water Management System(s).
- C) Minimum square foot air-conditioned living space: 1,600 Sq. Ft.

ARCHITECTURAL STANDARDS

- A) Materials, Colors, and Finishes
 - 1) Exterior wall finishes
 - Allowed:
 - Stone
 - Stucco
 - Brick
 - Not Allowed:
 - Vinyl Siding
 - Exterior Plywood Siding
 - Asphalt Siding
 - Painted Lap Siding
 - Metal Siding
 - 2) Exterior Colors shall be approved by the Architectural Review Committee.
- B) Roofs and Roofing Material
 - 1) Minimum roof slope is 6:12
 - Allowed Material:
 - Cement Tile
 - Architectural (Dimensional) Shingle
 - Metal Seam
- C) Doors, Windows
 - 1) Front: Single with one or two side panels; single with glass; or double doors required.
 - 2) Garage, minimum two car enclosed.
 - 3) Louver windows are not permitted
- D) Driveways
 - 1) Minimum width 12 feet (excluding motor court area) with 2-foot minimum setback from side property lines and a radius where driveway meets the curb.
 - Allowed Materials:
 - Concrete

Concrete with Brick Bands
Stamped Concrete
Tabby Concrete
Brick Pavers

Not Allowed:

Asphalt
Gravel, loose stone

- A) Garages – All garages must accommodate at least two cars and be enclosed. Carports are not permitted.
- B) All exterior elevations to be approved by the Architectural Review Committee.

ADDITIONAL ITEMS

- A) Location of Solar Panels must be approved by the Architectural Review Committee.
- B) Screen Enclosures are permitted.
- C) Fences on lakes are permitted between the center side of the house and the lake maintenance easement. They must be no higher than a 4' high green vinyl clad links with a minimum 2' high shrubbery screen. Fences, and the color of fences, and plant material must be approved by the ARC.
- D) Fences on non-lake lots are permitted between the center side of the house and the rear property line, provided the fence is no higher than 4' green vinyl clad links. Fences and the color of fences must be approved by the ARC.
- E) Double mailboxes must be ARC approved and located on every other Lot line.
- F) All homes must have a front post light on a photoelectric cell.
- G) Above ground pools are not permitted
- H) Aluminum patio roofs are not permitted.
- I) 18" dish antennas are permitted as long as they are screened from the street or any adjacent home site. ARC approval is required for location.
- J) Parking of recreation vehicles, boats, campers, etc. is permitted only in an enclosed garage.
- K) No temporary basketball structures are allowed. Permanent basketball structures allowed provided they receive approval from the ARC.

ENGINEERING REQUIREMENTS

Lot grading shall be in accordance with the St. Johns River Water Management District Permit and the Indian River County approved grading plan.

LANDSCAPE REQUIREMENTS

The goal of SERENOA is to keep and preserve existing natural beauty and plant life. The following requirements will be used only as a guideline. **ALL LANDSCAPE AND CLEARING PLANS MUST BE APPROVED BY THE ARC.**

- A) Each home shall have a minimum of 4 trees. A minimum of two Live Oak Trees, 12 to 14 feet high with a 2 inch caliper located 5 feet from the street right-of-way and evenly spaced. Two trees may be any canopy variety, 12 to 14 feet high

with a 2 inch caliper planted any where on the Lot at the discretion of the ARC. This requirement may be modified at the discretion of the ARC based on a survey of the existing trees on the Lot. Lot Owners must maintain minimum landscaping as originally installed.

- B) Total Lot area including road right-of-way and to the edge must be sodded or landscaped.
- C) Automatic irrigation systems are required.
- D) All sod must be St. Augustine or Floratam.
- E) Front yards must have a minimum of 175 square feet of planter beds.

ARCHITECTURAL REVIEW COMMITTEE (ARC)

- A) Purpose
The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in architectural themes and maintain harmony between all residences and to preserve and enhance values of all the Lots in the Property.
- B) Scope of Responsibility
The ARC has control over all construction within or upon the Lots. All plans and construction must first be approved by the ARC
- C) Enforcement Powers
Should an architectural violation occur, the ARC or the Association has the right to injunctive relief to require the Owner to stop, remove, and or alter any improvement in a manner, which complies with the standards established by the ARC. Approval by the ARC does not relieve the Owner of his/her obligation to receive any additional governmental approvals, if required, and does not create any liability on ARC's part for design or construction defects or errors.
- D) Limitation of Responsibilities
The primary goal of the ARC is to review the application, plans, specifications, materials and samples to determine if the proposed improvements, landscaping and structures conform to the design criteria and guidelines as set forth by the ARC and the Association. The ARC does not assume responsibility for such things as structural adequacy, conformance with local or state building codes, safety requirements, or governmental laws and ordinances.
- E) Committee Members
The ARC shall consist of individuals appointed by the Board of Directors of the Association in the manner set forth in the Declaration.
- F) Variances
All variance requests pertaining to an ARC decision must be made in writing to the ARC. Any variance granted shall be considered unique and will not set any precedent for future decisions or constitute a waiver of ARC's enforcement powers.
- G) Appeal
If an applicant has been denied, or approval subject to conditions, which the Owner feels are unacceptable, the Owner may request a hearing before the ARC. The ARC will review its decision and notify the Owner of its final decision within twenty (20) days of the hearing.
- H) Construction Inspections

Periodic inspections may be made by the ARC or its agents while construction is in progress to determine compliance with the approved plans and specifications.

I) Modification to the Design Guidelines

The ARC may at any time request a change or modification to the design guidelines or Architectural Criteria by the Board of Directors of the Association.

ARCHITECTURAL REVIEW PROCESS

- 1) The builder and/or Owner shall make a written application to the ARC. The application shall include a site plan, floor plans, elevations, specification for the proposed residence and tree survey, (landscape plans may be submitted at a later date but also must obtain ARC approval).
- 2) A member of the ARC shall review the application and submitted data to determine its completeness. If sufficient information exists to enable the ARC to evaluate the proposed project, a meeting of the full ARC is called to consider the application. If the application is not complete, the ARC member will notify the builder and/or Owner and the builder and/or Owner shall provide additional information.
- 3) The ARC shall review the proposed project for a maximum of thirty (30) days. The builder and/or Owner shall be notified that the application has been approved, approved with stipulations or conditions or disapproved. Reasons for approval with stipulations, or conditions or disapproval will be provided by the ARC. If the ARC does not notify the Owner within thirty (30) days the application is deemed to have been approved. A simple majority of the ARC is required to approve or disapprove any application.

CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. There will be no job seekers or salespersons admitted to the Property unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be denied access to the Property.
2. The Serenoa Subdivision speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security will be directed to void the construction pass of violators. A Member's membership rights may also be suspended for violations.
3. Contractors must confine their activities to the Lot under construction. All vacant Lots are private property and unless permission has been obtained, in writing, from the Owner with a copy to Association, any use of such other Lots is prohibited. The Association will not be responsible for vacant Lots, but will call the proper Owner or Member or authorities if trespassing is observed.
4. No fill, construction materials or trash may be dumped or stored on adjacent Lots.
5. Construction sites must be kept neat. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.
6. No dogs will be permitted in or about the Property other than those owned by Lot Owners.
7. No subcontractors signs may be placed on construction sites.
8. Any damages to adjacent Lots, especially swales, must be repaired by the contractor, re-graded and re-sodded.

9. Parking is permitted during construction on the road right-of-way. No overnight parking vehicles or construction equipment is permitted without approval of the Association.
10. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent Lots will not be disrupted by construction.
11. All contractors must carry liability insurance, workers compensation insurance and must be appropriately licensed.
12. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.
13. The Association reserves the right to deny access to the Property or the services of any contractor who previously has not been in compliance with the foregoing or the rules and regulations of the Association.
14. No radios, phonographs or tape decks are permitted.
15. No construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Association. Work may not begin before 7:30 AM and all employees must be off the Lot by no later than sunset.
16. Heavy vibrating taping roller equipment may not be used for compacting fill.
17. Vehicles with noisy mufflers or leaking fluids will not be permitted.
18. Turning around in Lot Owner's driveways will not be permitted.
19. The following will also not be permitted:
 - a) Drinking of alcoholic beverages.
 - b) Firearms.
 - c) Fishing.
 - d) Illegal Drugs.
 - e) Lewd, obnoxious or offensive language or acts.