

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PINE HOLLOW II**

THIS INSTRUMENT PREPARED BY:

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**DECLARATION OF COVENANTS, CONDITIONS
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OF
PINE HOLLOW II**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 29 day of July 2021, by **PINE HOLLOW 34, LLC**, a Florida limited liability company (hereinafter referred to as "Declarant").

Declarant is the owner of the property described in Exhibit "A" (the "Property") which Declarant is developing as a planned community to be known as Pine Hollow II. In conjunction with the development of Pine Hollow II, Declarant is filing and recording this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as is now or hereafter subjected to this Declaration.

Declarant, as the owner thereof, hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, reservations, covenants, and conditions which are for the purpose of protecting the value and desirability of the community, and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Florida Statutes Section 718.101, *et seq.*

**Article I
Definitions**

Section 1. "Act" shall mean Chapter 720, Florida Statutes, as of the date of recording this Declaration, except for the limited incorporation of future amendments to said statutes from time to time as expressly provided for otherwise in this Declaration, the Articles and/or the Bylaws

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of PINE HOLLOW II PROPERTY OWNERS ASSOCIATION, INC., as filed with the Department of State of the State of Florida and as attached hereto as Exhibit "B" and incorporated herein by reference.

Section 3. "Association" shall mean and refer to PINE HOLLOW II PROPERTY OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association as said Board may exist from time to time, and having its ordinary meaning under the Act and Florida corporate law.

Section 5. "Bylaws" shall mean and refer to the Bylaws of PINE HOLLOW II PROPERTY OWNERS ASSOCIATION, INC., attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

Section 6. "PINE HOLLOW II" shall mean and refer to the real property described in Exhibit "A" attached hereto, which is or which is intended to be developed as that certain residential community located in St. Lucie County, Florida, commonly known and referred to as Pine Hollow II, which shall include the Property.

Section 7. "Class "A" Member". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Section 8. "Class "B" Member". The Class "B" Member shall be the Declarant.

Section 9. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in the Bylaws.

Section 10. "Common Areas" Common Areas within Pine Hollow II may include entry features and signage, entry gates/fences and related facilities and common landscape.

Section 11. "Common Assessment" shall mean and refer to assessments levied against all Residential Units in the Property to fund Common Expenses.

Section 12. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" vote of the Association.

Section 13. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors, but such determination must be consistent with the Community-Wide Standard originally established by the Declarant.

Section 14. "Declarant" shall mean and refer to PINE HOLLOW 34, LLC, A FLORIDA LIMITED LIABILITY COMPANY, its successors, successors-in-title or assigns who hold title to any portion of the property described on Exhibit "A" for the purpose of development.

Section 15. "Development Period" shall mean and refer to the period of time during which either (a) the Declarant owns any property which is subject to this Declaration, or (b) the Declarant has the unilateral right to subject additional property to this Declaration pursuant to this Declaration. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the public records.

Section 16. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 17. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 18. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 19. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 20. "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

Section 21. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as may be hereafter subjected to this Declaration by Supplemental Declaration.

Section 22. "Residential Unit" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy and specifically known as Lots 1-28 of Block A and Lots 1-25 of Block B, Pine Hollow Units Three & Four as further shown on the plat.

Section 23. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X of this Declaration.

Section 24. "Surface Water or Stormwater Management System" shall mean and refer to the surface water or stormwater management system within the Property, as that term is defined and described in Article XVI of this Declaration.

Section 25. "Unit" shall be an inclusive term referring to Residential Units.

Article II **Property Rights**

Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to the provisions of this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of use and enjoyment to the members of

his or her family, social invitees, and lessees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Article III **Membership and Voting Rights**

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association and until such holder has acquired title to a Unit pursuant to a foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall continue until such time as the Member transfers or conveys record ownership or such ownership is transferred or conveyed by operation of law, at which time, the Membership, with respect to the property conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of property subject to this Declaration. Subject to the provisions of this Declaration, The exercise of all such voting rights shall be made in accordance with the terms and provisions of the Bylaws.

Section 2. Voting. The Association shall have two (2) classes of membership, as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Residential Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earliest of the following: Three months after ninety (90%) percent of the Units permitted by St. Lucie County applicable to the Property have been conveyed to Persons other than the Declarant or when, in its discretion, the Declarant so determines ("Turnover Date").

Article IV **Maintenance**

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Areas, and such maintenance shall be funded as hereinafter provided.

All costs associated with maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Units as part of the Common Assessment.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Each applicable Owner shall also maintain the property outside his or her Unit from the Unit boundary to the edge of the asphalt of the street bounding the Unit or other rear boundary. Each applicable Owner shall be responsible for the replacement of any trees or vegetation and the maintenance, repair, and replacement of any irrigation system and mailbox located on his or her Unit or within the roadway right-of-way bounding the Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Article V

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk property, windstorm, and flood insurance for all insurable improvements on the Common Areas.

The Board shall also obtain a public liability policy covering the Common Areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members or agents or any other person who has a right to occupy a Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Areas shall be Common Expenses of the Association and shall be included in the Common Assessment, as defined in this Declaration; provided, in the discretion of the Board of Directors, unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The policies may contain a reasonable deductible, and, in the case of property insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Payment of the deductible shall be considered a Common Expense of the Association and assessed against Owners as provided in Article X of this Declaration.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in subsection (b) below. Individual Owners shall not be indicated within policies as additional insureds thereunder. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or

larger as established by A. M. Best Company, Inc. or, if not available, the most nearly equivalent rating which is available.

(b) All policies on the Common Areas shall be for the benefit of the Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

Section 2. Damage and Destruction.

(a) Any damage or destruction to the Common Areas or to the common property shall be repaired or reconstructed by the Association. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) In the event of any loss covered by insurance held by the Association, only the Board or its duly authorized agent may file and adjust insurance claims and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property.

Section 3. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors may, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Common Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**Article VI
No Partition**

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of

Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII **Condemnation**

The Association shall be the sole representative with respect to condemnation proceedings concerning Common Areas and shall act as attorney-in-fact for all Owners in such matters. Whenever any part of the Common Areas shall be taken by or conveyed under threat of condemnation to any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance. The Board may convey Common Areas under threat of condemnation only if approved by at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant. The award made for such taking or proceeds of such conveyance shall be payable to the Association.

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, during the Development Period, and at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors and the ARC. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article IX **Rights and Obligations of the Association**

Section 1. Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real property, or interests in real property located within the

Property, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall re-convey to Declarant any portions of the Property originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

Section 3. Enforcement. The Association's Board of Directors may pursue any and all legal and equitable remedies available in this Declaration, the Bylaws and/or the Act, for any and all violations of the Declaration, Bylaws, or the Association's rules and regulations. Subject to the terms and conditions of this Declaration, the Bylaws, and/or the Act, such actions may include, without limitation:

(a) imposing monetary fines which (to the extent permitted by laws) shall constitute a lien upon the Unit of the violator after compliance with the notice and hearing procedures set forth in the Bylaws;

(b) suspending any Person's right to use any portion of the Common Areas; provided however, nothing herein shall authorize the Board to limit vehicular and pedestrian ingress or egress to or from a Unit, or utility services to the Unit;

(c) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association; and

(d) filing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition, the Board may elect to enforce any provision of the Declaration, Bylaws, or any Association rules and regulations by exercising self-help (specifically including, but not limited to, the filing of liens in the public records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, or the correction of any maintenance, construction or other violation of the Declaration, Bylaws, or any Association rules and regulations). The Association may levy a Special Assessment pursuant to Article X, Section 4 to cover all costs incurred in bringing a Unit into compliance with the terms of the Declaration, Bylaws, or any Association rules and regulations.

All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Declaration, Bylaws, or any Association rules and regulations, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorney's fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be

construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county or municipal ordinances and to permit St. Lucie County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, garbage collection, pest control service, cable or similar television service, internet, intranet, and other computer related services, security monitoring, caretaking, fire protection, and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

Article X **Assessments**

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 8 of this Article. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees and disbursements, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees and disbursements, shall also be the

personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, promptly after written demand, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to the particular Unit owned by such Owner. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the payment of a fee not to exceed the highest amount permitted by the Act, as amended from time to time, for the issuance of each certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the Common Assessments shall be paid annually. Each Owner, by acceptance of a deed to the Owner's Unit acknowledges that all Common Assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit any assessment to be paid in installments. If any Owner is delinquent in paying any assessments or other charges levied on the Unit, the Board may revoke the privilege of paying in installments and require annual assessments to be paid in full immediately.

No Owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Common Assessment. It shall be the duty of the Board to prepare a budget covering the estimated Common Expenses of the Association during the coming fiscal year. A copy of the budget and notice of the date of the Board meeting at which the budget is to be voted shall be delivered to all Members at least fourteen (14) days prior to adoption. At the meeting, the Board shall consider any input from the Members on the budget when seeking to approve the budget for the coming fiscal year.

The Common Assessment to be levied against each Unit for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total

budgeted Common Expenses, including any reserves. In determining the amount of the Common Assessment, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 8 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, with adjustments for increases in real estate taxes, insurance premiums, labor rates and utility costs, shall continue for the current year.

Section 3. Special Assessments.

(a) Entire Membership. The Association may levy Special Assessments from time to time provided such assessment receives the affirmative vote of a majority of the Board of Directors of the Association. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members; Individual Assessment. The Association may levy Assessments against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his or her Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Assessment may be levied upon the vote of the Board after notice to the Member.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Notwithstanding the foregoing, nothing contained herein shall affect or alter the legal duty imposed upon a party acquiring any Unit by legal proceedings relative to pre-existing assessments except as otherwise provided in the Act.

Such lien may be enforced by suit, judgment, and foreclosure or any other method permitted by applicable law.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments, late charges, interest, costs, and attorney's

fees and disbursements shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Reserve Budgets. The Board may, in its sole discretion, annually prepare reserve budgets which take into account the number and nature of replaceable assets within the Common Areas, the expected life of each asset, and the expected repair or replacement cost. In the event reserves are funded, the Board shall include in the common budgets reserve amounts sufficient to meet the projected needs of the Association. Further, the annual determination and administration of reserve budgets and reserve funding shall be subject to the requirements contained in Section 720.303 Florida Statutes.

Section 6. Date of Commencement of Assessments; Declarant Guarantees. The obligation to pay assessments shall commence as to each Unit on the date on which the Unit is conveyed to a Person by Declarant. Until the date immediately preceding the termination date of the Class "B" Control Period, in lieu of Declarant paying regular assessments on its unsold Units the Declarant shall be obligated for the lesser of (a) such regular assessments or (b) the difference, if any, between the amount of actual expenditures required to operate the Association during the fiscal year, less the aggregate amount of assessments levied on all Units subject to assessment during such fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. As of the date on which the Class "B" Control Period terminates, Declarant shall commence paying assessments on all Units which it owns. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment for each Unit shall be adjusted according to the number of months remaining in the fiscal year.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees and disbursements) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. Transfer of any Unit pursuant to judicial foreclosure, nonjudicial foreclosure, or grant of a deed in lieu of foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such transfer, but only to the extent provided in Section 720.3085 Florida Statutes. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title as provided above, it shall be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title, to the extent provided in Section 720.3085 Florida Statutes, as presently constituted, and as hereafter amended. Any unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments and Special Assessments.

- (a) all Common Areas; and

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

Article XI

Architectural Standards

No construction of any exterior structure or improvement shall take place on any portion of the Property except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Architectural Review Committee has been obtained pursuant to Section 1 below. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading, changing elevation, and other site work; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; garbage cans; wood piles; swimming pools; gazebos or playhouses; flagpoles, window air-conditioning units or fans; shutters or awnings; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind; artificial vegetation or sculpture; and planting or removal of plants, trees, shrubs or other landscaping materials. The Architectural Review Committee may establish reasonable fees to be charged for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All dwellings constructed on any portion of the Property shall be designed by an architect licensed in the State of Florida and built in accordance with the plans and specifications sealed by an architect licensed in the State of Florida.

This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Areas by or on behalf of the Association. Further, nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

This Article may not be amended without the Declarant's written consent during the Development Period.

Section 1. Architectural Review Committee. The Architectural Review Committee (ARC) shall consist of at least three (3), but not more than five (5), persons that shall have exclusive jurisdiction over all construction on any portion of the Property, modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners by the Declarant and initial construction on each Unit has been completed in accordance with the Architectural Standards Manual (as defined below), the Declarant retains the right to appoint all members of the ARC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARC, who shall thereafter serve and may be removed in the Board's discretion. The members of the ARC may include architects, engineers and other persons who are not members of

the Association. In addition, the Board of Directors may designate some or all of the members of the Board of Directors as the ARC.

The ARC shall prepare and promulgate design and development guidelines and application and review procedures (the Architectural Standards Manual). The Architectural Standards Manual may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one (1) portion of the Property to another depending upon the location, unique characteristics, and intended use. The Architectural Standards Manual shall include building and construction requirements, including requirements regarding job site conditions. Copies shall be available from the Architectural Review Committee for review. The ARC shall have sole and full authority to prepare and to amend the Architectural Standards Manual. Any amendments to the Architectural Standards Manual shall be prospective only. There shall be no limitation on the scope of amendments to the Architectural Standards Manual except that no amendment shall require the modification or removal of any structure previously approved once the approved construction or modification has commenced. The ARC is expressly authorized to amend the Architectural Standards Manual to remove requirements previously imposed or otherwise to make the Architectural Standards Manual less restrictive. It shall make the Architectural Standards Manual available to all parties who seek to purchase or contract for construction upon any portion of the Property and such parties shall conduct their activities strictly in accordance therewith.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements, shall be submitted to the ARC for review and approval. In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Architectural Standards Manual. In reviewing each submission, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time. In addition, each Owner acknowledges that, as the developer of the Property, Declarant has a substantial interest in ensuring that all structures and improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Property. Therefore, each Owner agrees that, during the period that the Declarant has the right to appoint the members of the ARC, the ARC shall be acting solely in Declarant's interest and shall owe no duty to any other Person.

The Architectural Standards Manual is intended to provide guidance regarding matters of particular concern to the ARC in considering applications hereunder. The Architectural Standards Manual is not the exclusive basis for decisions of the ARC, and compliance with the Architectural Standards Manual does not guarantee approval of any application.

With respect to plans for initial construction of a dwelling on a Unit, the ARC shall approve or disapprove plans submitted to it, or shall request additional information reasonably required, within thirty (30) days after receipt thereof. With respect to requests for modifications and all other plans submitted to the ARC, the ARC shall approve or disapprove plans submitted to it, or shall request additional information reasonably required, within thirty (30) days after receipt thereof.

Section 2. Approval of Contractors/Architects. In order to ensure that appropriate standards of construction are maintained throughout the Property, all architects and building contractors must be approved by the ARC prior to engaging in any activities. Approval of architects and contractors may not be construed as a recommendation of a specific architect or contractor by the ARC or the Declarant, nor a guarantee or endorsement of the work of such architect or contractor. Once approved (unless such approval is withdrawn by the ARC, in the ARC'S sole discretion), an approved architect or contractor will not be required to re-submit to the approval process.

Section 3. Right to Inspect. Any member or representative of the Board of Directors, the ARC, the Declarant or their representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Section 4. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or any other matter submitted for approval or consent.

Section 5. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Compliance With Architectural Standards Manual. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Architectural Standards Manual may be excluded by the Board, the ARC or Declarant from the Property without liability to any Person. The right to exclude parties for noncompliance with the terms and provisions of the Architectural Standards Manual shall be in addition to all other remedies available at law or in equity.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners. The ARC, the Association, the Board of

Directors, any committee, or member of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Section 8. Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARC, Owners shall, at their own cost and expense, mitigate against any further violations and remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of the ARC, the Declarant or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the ARC by any means of enforcement described in Article IX, Section 3 and, during the Development Period, shall do so upon written request from the ARC or the Declarant.

Unless otherwise specified in writing by the ARC, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the ARC, the Declarant, or the Board shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the Bylaws, to enter upon the Unit and remove or complete any incomplete work. All costs incurred by the ARC, the Declarant, or the Board to enforce this Article shall be assessed against the Unit and the Owner thereof as an individual Assessment pursuant to Article X.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Neither the ARC or any member of the ARC, nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article.

Article XII **Use Restrictions**

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business, sales, or real estate offices for the Declarant, its affiliates, or the Association) as may more particularly be set forth in this Declaration and amendments hereto. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce rules and restrictions governing the use of the Property, in addition to those contained herein,

and to impose reasonable user fees for use of Common Area facilities. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by the vote of at least a majority of the total Association and by the Declarant, during the Development Period.

Section 1. Occupancy of Residential Units. No Residential Unit may be occupied by more than a single family. Residential Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Residential Unit prior to, or at the time of, conveyance of the Residential Unit to the multiple ownership entity. The designation of such occupants may be changed only with the prior notice to the Board of Directors. For purposes of this Section the term "family" shall mean (a) persons related to one another by blood, marriage, or adoption, or (b) two single unrelated persons and persons related to them by blood, marriage, or adoption.

Section 2. Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the ARC, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARC in its sole discretion. Owners, real estate brokers and sales agents shall be strictly prohibited from erecting or placing signs advertising lots or Units for sale or lease upon any Unit, or within the Property. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Property, including the Common Areas, any Unit, any structure or dwelling located on the Common Areas or any Unit (if such sign would be visible from the exterior of such structure or dwelling or Common Areas as determined in the ARC's sole discretion).

The Declarant and the ARC reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Property.

Section 3. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages serving the Residential Units or in designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by Board of Directors. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules; provided however, there shall be no overnight parking of vehicles on streets within the Property. Owners and guests or visitors shall be permitted to park in driveways serving units on a temporary basis.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Provided, however, the foregoing requirement may be waived in the sole discretion of the Board where the noted

vehicles, watercraft or trailers are concealed from view from the street and adjacent Owners. Motorcycles, mopeds and golf carts are permitted, provided that they shall be operated in accordance with all applicable laws and in a reasonable and prudent fashion, and provided that such operation does not create objectionable noise or constitute a nuisance to other Owners or the Association. Stored vehicles and vehicles which are either obviously inoperable or do not have current registrations/license plates shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. The Board shall have the power to tow or have towed any vehicle parked in violation of this Section or in violation of parking rules promulgated by the Board.

Section 4. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants, guests, and invitees of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, guests, and invitees, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 5. Quiet Enjoyment. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. Except for outside burning by the Declarant during development of the Property, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise from any such containers so as to render the Property or any portion thereof unsanitary, unsightly or offensive to any other adjacent property or to the occupants of adjacent property. No clothing or

household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or trash shall be kept, stored or allowed to accumulate on any portion of the Property. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond within the Property, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

Section 7. Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, without the prior written consent of the Board or its designee. Landscaping, painting or screening may be reasonably required by the ARC to minimize visual impact. The Declarant and/or the Association shall have the right, without obligation, to erect aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Playground Equipment, Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. Recreational and play equipment, including, but not limited to, basketball goals, swing sets, jungle gyms, playhouses, play complexes, trampolines and similar items shall also be located and screened in the foregoing fashion. Portable recreational and play equipment, such as mobile basketball hoops and backboards, may be used, and shall be stored within a garage or on covered porches when not in use. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the ARC. Declarant, however, hereby expressly reserves the right to re-plat any Unit or Units owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type or time-sharing, fraction sharing, or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over any period of time. Time-Share estates are expressly prohibited.

Section 10. Firearms. The discharge of firearms, fireworks, and firecrackers within the Property is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

Section 11. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit. All exterior in-ground pools, all spas and jacuzzis must be approved in accordance with Article XI of this Declaration.

Section 12. Irrigation. No sprinkler or irrigation system of any type which draw upon water from lakes, wetlands, canals or other surface waters within the Property shall be installed, constructed or operated within the Property. All wells and associated sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration. This Section shall not apply to the Declarant, and it may not be amended without Declarant's written consent during the Development Period.

Section 13. Manufactured Homes, Tents, Trailers, and Temporary and Accessory Structures. Except as may be permitted by the Declarant or the ARC during initial construction within the Property, no tent, utility shed, shack, trailer or other temporary or accessory structure shall be placed upon a Unit or any part of the Property.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after the location of drainage swales, storm sewers, or storm drains. In no case shall any modification or alteration of the drainage system, by Declarant or otherwise, be conducted without the prior written approval of the South Florida Water Management District. Declarant hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. Septic tanks and drain fields are prohibited on the Property where utilities are located.

Section 15. Grade of Residential Units. In an effort to preserve existing tree canopy(s), vegetation, and natural site appearance, the Declarant is not filling undeveloped single family Residential Units to final elevations which may be required by governmental agencies with jurisdiction over residential construction. As such, undeveloped single family Residential Units may experience ponding or water collection during rainfall events and/or the wet season. Owners will be required to independently fill undeveloped Residential Units in connection with residential construction activities, subject to the terms of this Declaration, governing regulations of St. Lucie County, the South Florida Water Management District, and any other agency with authority.

Section 16. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration and in accordance with any guidelines for tree removal adopted by the ARC, as applicable. In the event of an intentional or unintentional violation of this Section, the violator may be required by the ARC to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the ARC may determine in its sole discretion.

Section 17. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners.

Section 18. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted on Units within the Property, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes. However, overhead utility lines may be maintained by the Declarant or the Association on the Common Areas except within a utility easement.

Section 19. Air Conditioning Units. Except as may be approved in accordance with Article XI of this Declaration, no window air conditioning units may be installed in any Unit.

Section 20. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, flags (except as expressly permitted by law), and similar items must be approved in accordance with Article XI of this Declaration.

Section 22. Energy Conservation Equipment and Greenhouses. No solar energy collector panels or attendant hardware or other energy conservation equipment or greenhouse shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC pursuant to Article XI of this Declaration.

Section 23. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration. However, except for fences erected by the Declarant or Association, no chain link or PVC type fences shall be permitted on the Property.

Section 25. Driveways and Mailboxes. The style and design of all driveways located on the Property must be approved by the ARC in accordance with the Architectural Standards Manual. All mailboxes shall be of the standard, uniform style and design selected by Declarant to insure consistency and aesthetic continuity within Pine Hollow II.

Section 26. Garages. All garages located on Residential Units must be approved by the ARC in accordance with the Architectural Standards Manual. In any event all Residential Units must contain at least one (1) two-car garage. The doors of all garages shall be kept closed at all times except when the garage is being entered or exited.

Section 27. Business Use. Units may be used only for residential purposes of a single family as prescribed in Article XII, Section 1 and for ancillary business or home office uses. A business or

home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Property; (c) the activity does not include regular visitation of the Unit by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Property; (d) the activity does not increase traffic or include frequent deliveries within the Property; and (e) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

Except as provided above, no business, trade or similar activity shall be conducted upon any Unit without the prior written consent of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. This Section shall not apply to any activity conducted by the Declarant, its affiliates, or a builder approved by the Declarant, with respect to its development and sale of the Property or its use of any Units which it owns within the Property, or to property designated or used by the Declarant or its affiliates as a sales office, business office, title insurance agency, or other office.

Section 28. On-Site Fuel Storage.

(a) Buried propane tanks may be permitted for the operation of gas appliances or for pool heating equipment, provided that the same are approved in accordance with Article XI of this Declaration.

(b) No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Residential Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, and shall be stored in accordance with applicable law.

Section 29. Golf Carts. Golf Carts may be operated within the Property provided that they are operated in a reasonable and prudent fashion. No golf cart shall be operated by a person under 16 years of age unless otherwise permitted by law, and golf carts shall not be operated upon sidewalks, public walkways or upon bridges within the Property.

Section 30. Leasing of Units.

(a) "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Residential Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Residential Units may be leased only in their entirety, and for residential purposes only. All leases shall be in writing, and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

(c) Occupancy shall be limited to one (1) lessee and members of his immediate family and guests. Leasing of a Residential Unit for a period of less than six (6) months is prohibited. No rooms may be rented and no transient tenants may be accommodated. No lease of a Residential Unit shall release or discharge the Owner thereof of compliance with this Article or any of his other duties as a Unit Owner.

(d) Every Owner shall cause all tenants and occupants of his or her Residential Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to Common Areas and Residential Units caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

(e) Notwithstanding anything in this Section or the Declaration to the contrary, Declarant shall be permitted to lease Units within the Property, in Declarant's sole discretion in connection with its sales and marketing efforts, including without limitation leaseback arrangements associated with the sale of Model residences. In such instances, the leasing restrictions contained herein shall be inapplicable to Declarant.

Section 31. Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure except as approved in accordance with Article XI of this Declaration. Hurricane or storm shutters approved in accordance with Article XI may be used or operated, and other storm precautions may be taken to protect structures. However, the use of the hurricane or storm shutters shall be restricted to the time period after a published notice of hurricane or tropical storm threat and must be removed within ten (10) days after threat of hurricane/tropical storm ceases.

Section 32. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 33. Ongoing Activities. As long as Declarant owns property within Pine Hollow II, it may retain sales, management and construction offices and model units within the development. Declarant shall have the right to use Units, and specifically including Association property for guest accommodations, model units and sales, management and construction activities. Declarant, its authorized designees, affiliates and salespeople may show homes, erect advertising and promotional signs, and do whatever else is necessary and helpful for sales, leasing, management or construction.

Section 34. Open Houses. Sales open houses, including associated signage or promotional materials, are strictly prohibited, excepting open houses conducted by Declarant in connection with activities referred to in this Declaration.

Section 35. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property. Provided, however, each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to (4) household pets in the Owner's Unit, to be limited to dog(s) or cat(s) (or other usual or common household pets defined as such and specifically permitted by the Association. Pets that are permitted to roam free, or, in the sole discretion of the Association, endanger the health and safety of residents or other pets, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon request of the Board; if the owner fails to honor such request, the Association may seek to have the pet removed from the Property. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash or held by a responsible person. Owners shall be responsible for cleaning up after their pets, and shall remove and dispose of all solid waste in an appropriate and lawful fashion. No poisonous reptiles or other wildlife shall be kept in Units or upon the Property. This Section shall not prohibit the keeping of fish or caged household-type bird(s) in a Unit, provided that the bird(s) does not become a nuisance or annoyance to neighbors. Further, the Board of Directors may, by adopted rule, limit the sizes of pets, but any such rule shall apply only prospectively (i.e. no specific pet permitted prior to the adoption of the rule shall be required to be removed).

Article XIII **General Provisions**

Section 1. Term; MRTA. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property 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 they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. Notwithstanding the foregoing, the duration of this Declaration as provided above in no way acts to prevent, extend, or in any way affect the extinguishment or preservation of this Declaration pursuant to Chapter 712, Florida Statutes, commonly known as the "Marketable Record Title Act" or "MRTA", and the Board of Directors shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the

community or Association from extinguishment under MRTA in accordance with the requirements of the Act and Chapter 712, F.S., as applicable.

Section 2. Amendment Procedures.

A. Resolution. A resolution adopting a proposed Amendment to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by a majority of the members of the Association, whether meeting as Members or by instrument in writing assigned by them.

B. Proposed Amendment Format. Proposals to amend existing Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately pre-ceding the proposed amendment substantially stating, "SUBSTANTIAL REWORDING OF DECLARATION. SEE DECLARATION NUMBER _____ FOR PRESENT TEXT."

C. Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered and provided to the Members in accordance with the notice requirements prescribed in the Bylaws, or in connection with documentation for action without a meeting.

D. Approval, Certification and Recordation. The amendment(s) proposed must be approved by an affirmative vote of two-thirds (2/3) of the eligible Members present, in person, by proxy or by electronic means as permitted by law, at a members' meeting at which a quorum is attained for such amendment(s) to become effective. If approved, such amendment(s) to the Declaration shall be certified and executed with the same formalities as a deed by the Association as having been duly adopted and the amendment(s) so certified shall be recorded in the public records of the county in which the Property is located, and such amendment(s) to specifically refer to the recording data of the Declaration. Within thirty (30) days after recording an amendment to the Declaration, the Association shall provide copies of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the member upon written request to the Association. However, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

E. Effective Date. An amendment when adopted shall become effective after being recorded in the St. Lucie County Public Records according to law. No amendment to the Bylaws will be valid or effective unless and until recorded with identification on the first page thereof of the book and page of the public records where the Declaration of the Association is recorded.

F. Declarant Amendments. In addition to the manner provided hereinabove for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this

Declaration may be amended, changed or added to at any time and from time to time (including, without limitation in order to meet any requirements, standards or guidelines of FNMA, FMHLC of FHA as to all or any portion of the Property) upon the execution and recordation of instrument executed by the Declarant alone for so long as it holds title to any Lot or Unit affected by this Declaration and further provided that so long as the Declarant is the Owner of any Lot or Unit affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole judgment of the Declarant, affects its interest. Nothing herein shall convey any right upon the Declarant that is not granted, or expressly prohibited, by Section 720.3075, Florida Statutes.

Notwithstanding anything to the contrary hereinabove set forth, the Declarant alone may execute and record an amendment to this Declaration to correct scrivener's errors, and no amendment of this Declaration shall abridge, modify, eliminate, prejudice, limit, amend or alter the rights of the Declarant as set forth in the Declaration without the prior written consent of the Declarant which may be withheld in the sole discretion of the Declarant.

G. Amendment Limitations. Notwithstanding terms of any amendment to this Declaration, no amendment shall eliminate those Common Area maintenance responsibilities and corresponding assessments for the payment of maintenance of Common Areas as a duty or function of the Association or any of its successors in interest.

Section 3. Indemnification.

A. Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law.

B. Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Section, or in defense of any claim, issue, or matter therein, he shall be

indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

C. Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section.

D. Miscellaneous. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

Section 4. Easements for Utilities, Etc. There is hereby reserved unto Declarant, during the Development Period, the Association, and the designees of each (which may include, without limitation, St. Lucie County, Florida and any utility), blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with conservation areas or the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units and the Common Areas on the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Association's Board of Directors or as provided by Declarant or its designees.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Property.

The Board shall have the power to dedicate portions of the Common Areas to St. Lucie County, Florida, or to any other local, state, or federal governmental entity.

Section 5. Easements for Maintenance and Enforcement. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Property, including each Unit, to (a) perform its maintenance responsibilities under this Declaration, and (b) make inspections to ensure compliance with the Declaration, Bylaws, Architectural Standards Manual and any other applicable covenants, restrictions or rules. Except in emergencies, entry onto a Unit shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

The Association also may enter a Unit to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Declaration, Bylaws, Architectural Standards Manual or any other applicable covenants, restrictions or rules. All costs incurred, including reasonable attorney's fees, may be assessed against the violator as a Special Assessment.

Section 6. Easements for Water Body and Wetland Maintenance and Flood Water. Declarant reserves, creates, establishes, promulgates and declares for itself and its successors, assigns, and designees, which may include but shall not be limited to the Association, the nonexclusive, perpetual, appurtenant right and easement, but not the obligation, to enter upon all water bodies and wetlands located within the Property to (a) install, keep, maintain, and replace pumps, wells, and irrigation systems in order to provide water for the irrigation of any of the Common Areas (b) draw water from such sources for purposes or irrigation; (c) construct, maintain, and repair any bulkhead, wall, or other structure retaining water; and (d) remove trash and other debris therefrom and otherwise maintain such water bodies and wetlands. The Declarant and its designees shall have an access easement over and across any of the Property abutting or containing any portion of any water body or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves, creates, establishes, promulgates and declares for itself and its successors, assigns and designees, which may include but shall not be limited to the Association, the non-exclusive, perpetual, appurtenant right and easement of access and encroachment over the Common Areas and Units (but not the dwellings thereon) adjacent to or within twenty (20) feet of wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the wetlands; (c) maintain and landscape the slopes and banks pertaining to such wetlands; (d) disturb existing landscaping; and (e) pile dirt and plant materials. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. All affected areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities authorized in this Declaration. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or

other natural disasters, nor for maintaining, increasing or decreasing the water level within any pond or wetland, nor for removing vegetation from any pond or wetland.

The exercise of rights reserved and conferred in this Section shall be subject to continuing compliance with all applicable project governmental permits. Further, no activities shall be undertaken in areas which are inconsistent with or in contravention of existing conservation easements or governing project permits.

Under no circumstances shall the Association or the Declarant be held liable for any damage or injury resulting from the exercise of the easements granted in this Section.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Property, or at any other time, (a) to release all or any portion of the Property from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (b) to define the limits of any such easements.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue for only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Litigation. During the Class "B" Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Board of Directors. After the Class "B" Control Period is terminated, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in this Declaration, (c) proceedings involving challenges to ad valorem or non-ad valorem taxation, or (d) counterclaims or crossclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the

percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 11. Use of the "PINE HOLLOW II" Name and Logo. No Person other than the Declarant or Declarant's authorized designee(s) shall use the word "Pine Hollow II" or the logo for Pine Hollow II (if any) or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Pine Hollow II" in printed or promotional material where such term is used solely to specify that particular property is located within the development, and the Association and Declarant shall each be entitled to use the word "Pine Hollow II" in their names.

Section 12. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the Bylaws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Owners.

Section 13. Security. Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM OR MEASURE, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTIES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR MEASURES WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ALL SUCCESSOR DECLARANTS ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ALL SUCCESSOR DECLARANTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 14. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Unit shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including Assessment obligations, to and until the settlement and disposition of all outstanding Assessment obligations pre-dating the transfer of title to the purchaser or transferee.

Article XIV **Mortgage Provisions**

Section 1. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 2. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 3. Failure of Mortgagee to Respond. Except as otherwise provided in Section 720.306(1)(d), Florida Statutes, any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article XV **Declarant's Rights**

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of St. Lucie County, Florida.

Notwithstanding any provisions contained in the Declaration to the contrary, for so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant

and builders authorized by Declarant to maintain and carry on the Property such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Property and/or the construction or sale of Units, such as sales activities and promotional events, and restrict Members from using the Common Areas during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Areas. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive days. The Declarant and authorized builders shall have easements over the Property for access, ingress and conducting such activities.

In addition, the Declarant and builders authorized by Declarant may establish within the Property, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Property and/or the construction or sale of Units, including, but not limited to, business offices, signs, model units, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized builders shall have easements over the Property for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Areas by Persons other than Owners without the payment of any use fees.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Areas for the purpose of making, constructing and installing such improvements to the Common Areas as it deems appropriate in its sole discretion.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVI

Special Provisions Related to Surface Water or Stormwater Management System

Section 1. Easement for Access and Drainage. There shall be a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. This easement shall right to enter upon any portion of the Property which is a part of the Surface Water or Stormwater Management System, at a reasonable

time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association shall have, and Declarant hereby reserves for the Association, a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or drainage swales, without the prior written approval of the South Florida Water Management District.

Section 2. Amendment. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, shall require the prior approval of the South Florida Water Management District.

Section 3. Enforcement. The South Florida 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 Stormwater Management System.

Section 4. Swale Maintenance. Declarant may construct a drainage swale upon one or more Units and/or the Common Areas for the purpose of managing and containing the flow of excess surface water, if any, found thereon from time to time. Subject to the provisions of Article XII of this Declaration, each Owner, including builders, of any Unit shall be responsible for the maintenance, operation and repair of any drainage swale on its property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow to the drainage swales is prohibited. No Person other than Declarant may re-channel the drainage swales. No alteration of the drainage swale shall be authorized without the prior written approval of the South Florida Water Management District. Any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the applicable Owner upon whose property the drainage swale is located. As determined by the Board of Directors or otherwise in accordance with the terms of this Declaration from time to time, assessments may be made and levied for the foregoing. Declarant hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of causing each Lot to comply with this Section and nothing in this Section shall limit the rights of Declarant pursuant to Article XII of this Declaration.

IN WITNESS WHEREOF, the undersigned executed this Declaration this 29 day of July, 2021.

WITNESSES:
liability company

PINE HOLLOW 34, LLC, a Florida limited

[Signature]
Sign name

Darren Guettler
Print Name

[Signature]
Sign Name

BEN GUETTNER
Print Name

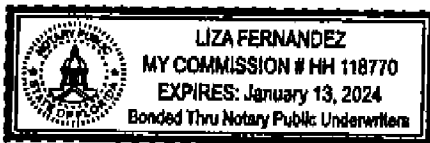
[Signature], Manager
MATTHEW GUETTLER, as Manager

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MATTHEW GUETTLER, Manager of PINE HOLLOW 34, LLC, a Florida limited liability company, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said limited liability company.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of July, A.D., 2021.

SEAL



[Signature]
Notary Public

Liza Fernandez
Notary Printed Name

My Commission Expires:

Joinder and consent by Pine Hollow II Property Owners Association, Inc.:

PINE HOLLOW PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for profit corporation

[Signature]
Sign name
Matthew Guettler

[Signature]
By: Sue Ellen Guettler, pres.
Print Name and Title