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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, LICENSES AND EASEMENTS
FOR RIVER GROVE ON THE TRAIL

This Declaration is made and executed this ____ day of _____, 2000,
by RIVER GROVE ON THE TRAIL, L.C., a Florida limited liability corporation (the
“Declarant”).

WITNESSETH

WHEREAS, the Declarant is the record owner of fee simple title to certain real
property situate in Brevard County, Florida, which is more particularly described as River
Grove on the Trail Subdivision, recorded in Plat Book _____, Page____, Public Record
of Brevard County, Florida (the “Subject Property”); and

WHEREAS, Declarant desires to adopt a general and uniform plan for the orderly
development and improvement of the Subject Property and for the maintenance of the
certain common areas and easements as hereinafter defined to insure that the Subject
Property is developed, improved, used, occupied, maintained and enjoyed as an
architecturally, harmonious and desirable residential area which will enhance the general
welfare quality of life and the property values of all the Owners.

NOW THEREFORE, Declarant hereby declares that all the Subject Property shall be
held, sold and conveyed subject to the following covenants, conditions, restrictions,
easements and reservations which are for the purpose of protecting the value and
desirability of, and which will run with, the Subject Property and be binding on all parties
having any right, title or interest in the Subject Property or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE ONE

DEFINITIONS

For the purposes of the Declaration, the following forms shall have the following
definitions and meanings:

1.1. “ARC” shall mean an refer to the Architectural Review Committee appointed by Declarant pursuant to Article IV and having the responsibilities set forth therein.

1.2. “Association” shall mean and refer to the Homeowners Association of River Grove on the Trail, Inc., a corporation not for profit which Declarant shall cause to be formed and to which shall be delegated and assigned the power, authority, duty and obligation: (a) to enforce and administer the covenants, conditions, restrictions, reservations, licenses and easements governing the Subject Property including without limitation the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes; (b) to collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement; (c) to maintain the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes including any recreational facilities thereon; (d) to levy and collect fines and suspend the right to use common areas or facilities; and (e) to perform such other service as may be deemed desirable to benefit the owners, all as hereinafter provided.

1.3. “Board” shall mean and refer to the Board of Directors of the Association.

1.4. “Common Area” shall mean and refer to the private drainage and retention areas, the open tracts, landscape easements and pedestrian access easements (including the improvements thereto) designated on the plat or property which is conveyed or dedicate to the Association pursuant to Article VI, or property which is leased or conveyed to the Association for recreational use.

1.5. “County” shall mean and refer to Brevard County, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.6. “Declarant” shall mean and refer to River Grove on the Trail, L.C., a Florida limited liability corporation, and its successors and assigns by purchase of all or substantially all of the Subject Property and assumption of the obligations for the development as determined by Governmental Regulations and this Declaration of the Subject Property, or Declarant’s successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets.

1.7. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Reservation, Easements and Licenses for River Grove on the Trail Subdivision, and all amendments, modifications and supplements thereto as are from time to time recorded among the Public record of the County.

1.8. “Governmental Regulations” shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Subject Property or any improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.9. “Lake Lots” shall mean and refer to all of the Lots adjacent to the lakes in the Subdivision.

1.10. “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Subject Property which numbered plot of land is intended to be a building site for a residence (with the exception of the Common Area).

1.11. “Maintenance Fund” shall mean and refer to a fund composed of the total revenues received by the Association from the Regular Assessments, Special Assessments and Individual Assessments levied by the Association pursuant to Article VII hereof.

1.12. “Member” and/or “Members” shall mean and refer to all those Owners who are entitled to membership in the Association as provided in Article V hereof.

1.13. “Owner” shall mean and refer to the record owners, whether one of more persons or entities, of a fee simple title to any Lot which is a part of the Subject Property including the Declarant, its successors and assigns, and contract sellers, but excluding those having an interest in any such Lot, merely as security for the payment of a debt or the performance of an obligation.

1.14. “Plat” shall mean and refer to the plat of River Grove on the Trail Subdivision, as recorded in Plat Book ____, Pages ____, through ____, inclusive, Public Records of the County, and any subsequently recorded plats of additional Phases which add or annex additional property to the River Grove on the Trail Subdivision.

1.15. “Person” shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.16. “River Grove” shall mean and refer to River Grove on the Trail Subdivision, including all platted units, the single family residential community planned for and developed on the Subject Property as reflected on the Plat.

1.17. “Subject Property” shall mean and refer to all lands included within and comprising River Grove, as hereinabove described on Page 1 of this Declaration, on Exhibit “A”, and also described and depicted on the Plat, and such additional

lands adjacent or contiguous to the Subject property now or hereafter owned by Declarant on which this Declaration or substantially similar declaration is imposed.

1.18. "Surface Water Management System" shall mean and refer to the land, easements, and areas designated on the Plat as Retention Lakes, and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of River Grove as reflected on the plans therefor of file with and approved by the County, the St. Johns River Water Management District or the U.S. Army Corps of Engineers. The Surface Water Management System is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.19. "Violation" shall mean and refer to any contravention, transgression of non-compliance with any article, section, provision of the Declaration or the rules and regulations of the Association or the ARC. A notice of violation will be sent, by certified mail, to the last address of the violator on record with the Association, of the alleged violation before a fine or suspension is imposed. A violation is considered separate and independent for each day it exists uncorrected or unabated.

ARTICLE II

REGULATION OF USES

2.1. Residential Use. The Lots shall be used only for residential purposes. No structure shall be erected or permitted to remain on any Lot other than one residential dwelling. No garage shall be used or converted to living quarters. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

2.2. Subdivision. No Lot shall be resubdivided, replatted or divided without the prior written consent of Declarant or the Association, as successor to the Declarant.

2.3. Offensive Activity. No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of the Subject Property, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood or River Grove.

2.4. Household Pets and Livestock. No animals , livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than three (3) dogs, cats or other usual household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant of the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot.

2.5. Storage of Vehicles or Equipment and Garage Doors. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Florida, and which do not exceed one-half (1/2) ton capacity are excepted herefrom provided that they shall not be parked overnight in the public right-of-way and they do not bear any commercial signage, insignias or the like.

(a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

(b) Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this section shall be grounds for relief of any kind.

(c) All garage doors shall be maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.

2.6. Maintenance. Each Lot and all improvements, including landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish and other unsightly objects. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind. In the event the Owner fails to comply with this Section 2.6 then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects from the Lot, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment as provided in Section 7.8 against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such Lot is issued in such a manner so as not to create a nuisance to other Lots.

2.7. Garbage and Garbage Containers and Collection. No garbage, trash containers and their storage areas shall be visible from the street, any adjacent or neighboring property. All equipment for the storage or disposal of such material shall be kept clean and sanitary condition. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal location.

2.8. Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of the dwelling located on any Lot.

2.9. Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from any adjacent or neighboring property.

2.10. Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil phosphate or other minerals of any type or kind shall be conducted on any Lot.

2.11. Laundry and Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on any Lot unless the same shall be placed in the rear yard inside of walls, fences, landscaping, screening or similar type enclosures and then only on portable laundry dryers. In no event shall any of same be permitted if visible from any adjacent or neighboring property.

2.12. Basketball Equipment. No basketball hoops or backboards shall be located or attached to the dwelling or garage.

2.13. Signs. No sign of any kind shall be displayed to public view on any Lot except one (1) professionally prepared sign of not more than thirty-six (36”) by twenty-four inches (24”) placed on the street side of a Lot displaying the names or otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration, improvement upon or the sale or leasing a Lot provided, however, such sign is first approved by the ARC. Notwithstanding the foregoing provisions of this section, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any Lot or part of the Subject Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of the Subject Property.

2.14. Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-ways, drainage easements, retentions areas or the Common Area in accordance with the recorded Plat for River Grove as approved by the County and the plans filed with the St. Johns River Water Management District (the “Established Drainage Plan”). Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefore. No Owner shall be permitted to alter the grade of the Established Drainage Plan for any Lot, or change the direction of, obstruct or retard the flow of surface water drainage. Provided, however, in the event the County or the St. Johns River Water Management District requires the modification of the Established Drainage Plan, the Owner of an affected Lot shall at the Owner’s expense make adequate provisions to change the Established Drainage Plan over his Lot.

2.15. Declarant’s Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owner’s nor the Association’s use of the Subject Property shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, construction office, the showing of the Subject Property and the display of signs and

the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

ARTICLE III

REGULATION OF IMPROVEMENTS

3.1. Generally. The erection, placement, construction and installation of all improvements on all Lots shall be subject to and governed by the following covenants, conditions, restrictions and reservations:

3.2. Plan Approval. No building, or structure or improvement shall be constructed, erected, placed, altered, maintained or permitted, or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications are approved as set forth in Article IV.

3.3. Construction. The construction of all residential dwellings and other improvements on all Lots must be performed by such builders, general contractors and subcontractors as are licensed in the State of Florida or the County to engage in the business of residential building and construction.

3.4. Construction Time. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion with a reasonable time; but in no event more than eight (8) months from the date of the commencement of such construction. However, the ARC shall have the power and authority to extend the period permitted for construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARC, in exercise of reasonable discretion, determines that the request is reasonable and the extension is warranted. The ARC may extend the time for completion of construction when a construction delay arises from an Act of God.

3.5. Grades. Declarant reserves the sole and exclusive right to establish grades and slopes in all lots and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan. Not Lot grade or slope shall be thereafter altered without the written consent of the ARC.

3.6. Character of Homes.

(a) Minimum Square Footage and Height. No dwelling shall have a living area of less than two thousand (2000) square feet, exclusive of screened

areas, open porches, terraces, patios and garages, unless otherwise approved in writing by the ARC. No dwelling shall exceed two (2) stories in height.

(b) Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on any Lot. Each single family residential dwelling constructed and maintained on any Lot shall have an attached, enclosed garage which shall correspond in style, color and architecture to the main residence for not less than two (2) standard sized passenger automobiles. Garages for more than two (2) automobiles must be specifically approved by the ARC. All garage doors must be wood or steel. The garage doors are to have woodgrain and/or raised panel exterior finish. Fiberglass, aluminum, or steel (warehouse style) are not permitted. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the ARC.

(c) Roofs. The roofs of the main body of all buildings and other structures, including the principal residence and all boat houses, shall be pitched. No flat roofs shall be permitted without the approval of the ARC. The ARC may, in its discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofing material may be constructed of either architectural dimensional twenty-five year fungus resistant clay, tile, cement tile, slate, standing seam metal, cedar shake shingle, fiberglass, asbestos or asphalt construction, or other materials approved by the ARC. All roof colors must be approved by the ARC.

(d) Roof Structures. No aerial devices, wind generators appliances or other rooftop installation, projection or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building unless the same shall first be approved in writing by the ARC and shall be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residence. It is expressly provided, however, that chimneys, roof top attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the ARC within its reasonable discretion.

(e) Screening of Equipment. All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a residential dwelling shall be suitably screened from the view of street and road rights-of-way and adjacent Lots. Absolutely no window or wall air conditioning units shall be permitted unless screened from adjacent property and approved in writing by the ARC.

(f) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors must be approved in writing by the ARC. Uncovered or exposed (whether painted or not) concrete or concrete block, imitation brick or simulated stone face shall not be permitted as the exterior finish of any building structure or wall except for decorative purpose and then only with written approval of the ARC. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on any Lot. The color of door window frames shall be keeping with the scheme and architecture of the building, and approve in writing by the ARC. Mill finish aluminum door and window frames are prohibited.

(g) Driveways. All driveways, turnarounds and parking areas shall be paved or finished with a concrete, brick or other non-asphalt hard dust free material approved in writing by the ARC. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the Lot on which such driveway is constructed. The driveway shall be graded in such a manner as to not impede the drainage within the right-of-way or Lot.

(h) Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows of doors of any buildings or other improvements constructed upon any Lot.

3.7. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Subject Property unless they comply with the requirements below and the size, material, location and color are approved in writing by the ARC.

(a) Height, Perimeter and Location. Fences, if permitted by the ARC and not in excess of six (6) feet in height, may be installed around the perimeter of a Lot, provided that no fence may be constructed forward of a line established by the ARC which is ten (10) feet to the rear of the front house line. The ARC shall establish rules governing the type of fence and materials used in fences. The ARC may prescribe rules which limit Lots 1 through 7; Lots 14 through 17; Lots 29 through 35; Lots 53 through 55; Lots 57 through 59; Lots 63 through 68; and Lots 79 through 86, all in Block "A", to split rail or log rail fences to permit view by subdivision residents of water bodies or other scenic amenities, and which permits shadowbox pattern fences on interior Lots. All Shadowbox pattern fences must be six (6) feet in height to avoid the appearance of broken elevation and shall remain unpainted to insure uniform weathering color.

(b) Landscape Buffers. Landscape buffers may be required on the outside of any privacy fences and walls by the ARC in its sole discretion.

(c) Installation and Maintenance. All fences must be installed with the posts on the inside and must have landscape buffers, as may be required herein. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.

(d) Declarant and Association Fences. Notwithstanding anything to the contrary, the Declarant and the Association, as successor of the Declarant, shall have the right to install and maintain walls and fences around the perimeter of the Subject Property on individual Lots with the wall and landscape easements as established and shown on the Plat for River Grove with such fences or walls to be maintained by the Association. Additionally, so long as Declarant or a builder designated by the Declarant maintains any model homes within the Development, it shall have the right to fence the entire Lot or Lots being used as models without the review or approval of the ARC.

3.8. Antennas.

(a) Only the following antennas less than one meter in diameter, height, width, depth and length are allowed on a Lot within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the Lot (except for safety and historical preservation consideration):

(1) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, or

(2) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and

(3) an antenna that is designed to receive television broadcast signals.

(b) These antennas are subject to the following conditions:

(1) The Owner completes an application requesting a modification of the exterior of home or property not originally approved by the ARC.

(2) A flat plate antenna may be installed on the side or back outside wall of a home and shall not protrude more than nine inches (9") from the surface of the house. All such antennas shall be painted the same color as the adjacent surface of the house.

(3) A mast-type antenna (such as a Yagi type) no larger than one and one-half inches (1½”) in diameter may be installed on the side or back outside wall of a home or side back fascia parallel to the roof line provided that such antenna does not extend above the roof at the point of installation.

(4) A satellite antenna may only be installed on the side or back outside wall of a home or on a railing, door or ground mount, however, antennas eighteen inches (18”) or less in diameter may be mounted on the lowest part on the fascia board of a house in the rear or side rear and the dish may extend no higher than twenty-four inches (24”) above the roof line at the point of installation, must blend in with the roof color, and, if mounted on the side or rear wall of the house, the antenna must not protrude more than thirty-six inches (36”) from the surface of the house and must blend in with the house color. If ground mounted, the top of the antenna may not be higher than five feet (5’) above the average grade at the perimeter of the house and all parts of the antenna including base not affecting signal quality shall be completely shielded by landscaping on all exposed sides. All parts of the antenna and mounting which can be painted must be painted the same color as the adjacent color of the house or roof.

(5) No antenna shall be installed on the front of a home or in the front yard of a home. No antenna shall be mounted on the chimney or roof of a house. No exterior mast, tower, pole, aerial, satellite station or dish, antenna or appurtenances thereto shall be erected except as permitted above. All wires or conduits to the permitted antenna shall be painted the same color as the adjacent surface of the house and shall not protrude more than three inches (3”) from the surface of the house.

(6) All other outdoor antennas, including, but not limited to, radio and shortwave, are prohibited with the exception of those installed by Brevard County Utilities for monitoring utility installations.

(c) In the event that the above antenna location precludes reception of an acceptable quality signal, then the property owner shall have the antenna installer so certify and request alternative location where the antenna would be the least obtrusive to aesthetic considerations and still receive an acceptable quality signal.

(d) All applications and modifications will be acted upon expeditiously and without unreasonable delay and also not unreasonably increase the cost of installation, maintenance or use by landscaping, aesthetic or other conditions.

(e) All applications conforming to the above requirements of FCC Rule 96-328, adopted August 5, 1996, as amended hereafter will be approved.

3.9. Swimming Pools and Screens. No swimming pool of the “above-ground” type shall be erected on any Lot. Any below ground swimming pools installed must be fenced in accordance with these regulations as provided in Section 3.7.

3.10. Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road right-of-way or any adjacent Lot. All exterior lighting shall be approved by the ARC.

3.11. Mailboxes and Other Delivery Boxes. The Declarant reserves the right to require that all street mailboxes shall be of one particular type or design specified by the Declarant so long as such designated type or design meets the rules and regulations of the United States Post Office Department. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries shall be inconspicuously attached to the main dwelling.

3.12. Sidewalk Installation. It shall be a requirement that sidewalks, as approved by the County, be installed and constructed as a part of each Lot. Each Lot Owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the Lot or at the time of construction of the dwelling, whichever time or event first occurs. If any violation of this section shall occur, then Declarant shall have the right, without notice to the Lot Owner, to cause said sidewalk to be constructed at the sole cost and expense of the Lot Owner and the expenses shall include construction costs plus twenty (20%) percent as and for contracting supervision and other related costs of Declarant.

3.13. Use of Front Yard. No portion of any Lot nearer to any street than the building set-back line or lines shown upon the Plat shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed, upon written approval of the ARC, as preventing the use of such portion of said Lots for walks, (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purposes of beautifying said Lot; but no vegetables, so called nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

3.14. Tree and Dirt Removal, Landscaping. The digging or removal of any dirt from any Lot or other portion of the Subject Property, is prohibited except as necessary in conjunction with the landscaping or construction of approved improvements thereon. There shall be not removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARC has approved in writing a

general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot.

(a) Trees and Shrubs Required. The trees used in landscaping other than orange trees shall be chosen by the builder/owner and approved by the ARC and shall be a combination of tree styles and types which comply with the County Landscaping Ordinance and governmental regulations. Declarant reserves the right to implement a treescape plan with the approval of the ARC which will provide a specified tree plan to be installed between the sidewalk and curb as a landscape treescape feature in the subdivision. After the ARC-approved landscaping plan is implemented on a Lot, no trees shall be cut without the prior written consent of the ARC. As used herein the term “trees” shall mean and be defined as any tree eight (8) feet or greater in height.

(b) Sod. All Lots shall have entire sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by the ARC, except in approved landscape areas as submitted on the landscape plan.

(c) Wells. Irrigation wells shall be set back from the front of the property and placed within landscaped screens so as not to be visible from any adjacent or neighboring property.

(d) Owners Expense. Each Owner must submit a Lot landscape plan for approval by the ARC. The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, within thirty (30) days of the time construction on a dwelling is completed, as evidenced by the issuance of a Certificate of Occupancy, the Owner has not installed landscaping, the Declarant or Association may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an Individual Assessment against the Lot. The Owner must maintain at his expense the landscaping on his lot and on the right-of-way between his Lot and the street, including any trees, The ARC shall have the power to approve the modification of any landscaping plan for any Lot’s landscaping plan.

(e) Artificial Vegetation. No artificial vegetation shall be permitted on the exterior of any building on any Lot.

3.15. Underground Utilities. All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the ARC; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and, provide further, that the

same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly appropriately screened; (c) permanent outdoor safety light poles located and installed as approved by the ARC.

3.16 Cable Television System. Each single family residential dwelling shall include the installation necessary for individual cable television systems.

3.17. Setbacks.

(a) Building Location. Each dwelling unit or structure shall comply with the County setback requirements in effect at the time application is made to construct the dwelling unit or structure.

(b) Swimming Pool Location. A swimming pool or its patio, deck and enclosure may be constructed to within five (5) feet of a rear Lot line. A swimming pool may not be located in the front yard of any Lot, not past the building on a side street Lot line. The Declarant or the ARC may approve in writing an alteration of the rear swimming pool setbacks as long as such alterations do not conflict with the Brevard County regulations or any other governmental regulations.

(c) Outbuilding and Accessory Structures. All outbuildings or accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling, unless otherwise approved in writing by the ARC and a waiver is approved by the County. Irrigation wells are limited to the back yard of a residence and septic tanks are limited to the front yards of a residence unless a written waiver is obtained from the ARC.

(d) Driveways and Walkways. Unless a waiver is obtained from the ARC in writing, driveways and sidewalks shall be of concrete material and shall conform to governmental regulations of the County.

3.18. Temporary Structures and Outbuildings. No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required by Section 3.6(b) hereof) barn or other outbuilding shall be maintained or used on any Lot any time for any purpose; provided, however

(a) That greenhouses, gardenhouses, playhouses, treehouses, tool sheds and bathhouses shall be permitted hereunder, provided plans for the same are approved in advance in writing by the ARC. All tool sheds must be of the same type, color, material and roof as the main house structure.

(b) That Declarant reserves, for itself, and any homebuilders within the Property, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or construction residences and constructing other improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

3.19. Damaged Buildings. Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly an attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC.

ARTICLE IV

ARCHITECTURAL CONTROL

4.1. The Architectural Review Committee (“ARC”). The ARC shall be the Declarant or its authorized representative or representatives until the last Lot in River Grove is sold by Declarant. Upon the sale of the last Lot by Declarant the ARC shall consist of three (3) persons appointed by the Board of Directors of the Association. Provided, however, that the Declarant shall be reinstated as the ARC upon annexation to the Subject Property of any additional residential property located adjacent to the Subject Property and subject to further cessation in accordance with the limitations in this Section 4.1.

4.2. Purpose. The ARC shall regulate the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grading plan of the Lot including the grade elevation of said dwelling, the plot plan showing the proposed location of each dwelling upon said Lot, and the plan including the landscape plan and maintenance of said Lot and of improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The ARC may adopt architectural control criteria in the form of rules and regulations which implement its powers to control the design, construction and installation of building improvements, setbacks and landscaping on each Lot. The ARC may publish and modify such criteria from time to time.

4.3. Submission of Plans and Specifications. No building or other structure of any character shall be erected or placed, or the erection or placement thereof commenced upon a Lot, nor shall any other improvements be made unless plans and specification (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in two duplicate sets and shall be in such form and shall contain such information as may be required by the ARC. One (1) complete set of such plans and specifications shall be permanently lodged with the ARC.

4.4. Procedures. In the event the ARC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.

4.5. Transfer of Authority to the Association. The duties, rights, powers, and authority of the ARC may be assigned at any time, at the sole discretion of a majority of the members of the ARC, to the Board of Directors of the Association, and from and after the date of such assignment and the acceptance thereof by the Board, the Board shall have full right, authority, and power and shall be obligated to perform the functions of the ARC as provide herein, including the right to designate a representative or representatives to act for it.

4.6. Additional Duties and Responsibilities. The ARC shall have such additional duties and responsibilities as the Association Board of Directors assigns in the Association's By-Laws.

ARTICLE V

THE ASSOCIATION

5.1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Florida.

5.2. Purpose. The purpose of the Association, in general, shall be to collect the Annual Maintenance Assessments, Individual Lot Assessments and Special Assessments, to administer the Maintenance Fund, to disburse funds for the purposes set forth in Section 7.2, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area and the Retention Lakes located within the boundaries of the Subject Property, and to enforce these Declarations and such other purposes as are stated in the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, consistent with the provisions of this Declaration. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees or

both, to use common areas and facilities and may levy reasonable fines, not to exceed the amount permitted by law, against any member, guest or invitee. A fine may be levied on the basis of each day of a continuing violation. The Association may adopt rules and regulations to implement its powers, including a procedure to provide an opportunity for a hearing before the imposition of a fine or a suspension. The Association shall be responsible for the maintenance, operation and repair of the surface water system. Maintenance of the surface water system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District or any other unit of government. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The Association shall accept the assignment of any governmental permits from the Declarant for the operation and maintenance of any system or facility at River Grove and the Association shall discharge all obligations and duties under such permits. The Association is authorized to obtain and discharge the obligations and duties under any other governmental permit necessary or convenient for the operation, maintenance, recreation, health, welfare or safety of the residents of River Grove. The Association may enter into leases for recreational purposes such as boat docks and may purchase property for a boat dock or for recreational purposes.

The Association shall have the power to impose on each subdivision Lot a Special Assessment for the construction of a sidewalk on the Subject Property and adjacent to South Tropical Trail, and the Association may enter into such agreements with the County or private contractors at it finds appropriate to construct such sidewalk.

5.3. Membership. Every person who is an Owner of any Lot which is subject to assessment shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

5.4. Voting Rights. In an election of Board Members of the Association and on all other matters submitted to a vote of the Members of the Association, there shall be two classes of voting memberships:

(a) Class A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot attributable to portions of the Subject Property owned or leased by such Members. When more than one person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they,

among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such unit. Notwithstanding the foregoing, in the event a conflict arises between a Member who is the owner of a Lot and a Member who has a leasehold interest in said Lot as to who will exercise the vote for the units associated with said Lot, the Owner shall be entitled to determine whether the Owner or his tenant shall have the right to exercise the vote, and the Owner's decision shall be conclusive.

(b) Class B: Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned by it. The Class B membership shall cease and become converted to Class A Membership three months after the first to occur of the following events:

(i) The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) All phases of River Grove have been completed and made subject to this Declaration, and ninety percent (90%) of the Lots within River Grove have been conveyed to Members other than the Class B members; or

(iii) Declarant chooses to become a Class A Member, as evidenced by instrument to such effect, executed by Declarant. Class B membership, however, shall be reinstated upon annexation to the Subject Property of any additional residential property located adjacent to the Subject Property, but subject to further cessation in accordance with the limitations set forth in Section 5.4(b).

(c) Builders Excluded. Notwithstanding the foregoing provisions of this Section 5.4, a builder or building contractor who, in the normal course of his or its business, purchases and thereby becomes the record Owner of a Lot for the purposes of constructing thereon a residential dwelling and related improvements for resale to and occupancy by a third party, shall not thereby become a Member of the Association. Any Lot so owned and held by builder or building contractor shall, for the purposes of voting pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association be deemed to be owned by the Declarant.

5.5. Approval by Both Class A and Class B Members. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the passage of any vote of the membership shall require fifty percent (50%) plus one (1) of the total voting power of Class A and Class B membership combined together.

5.6. Percentage of Board of Directors Elected by Each Class. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the

Class A Members shall be entitled to elect twenty percent (20%) of the total number of directors on the Board of Directors and the Class B Members shall be entitled to elect eighty percent (80%).

5.7. Approval by Members. Unless otherwise specifically provided in this Declaration, or the Articles of Incorporation or By-Laws of the Association, any provision of this Declaration or the Articles of Incorporation and By-Laws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of fifty percent (50%) plus one (1) or other specified fraction or percentage of the membership present at a meeting duly called and notice pursuant to the provisions of the By-Laws of the Association dealing with annual or special meeting of the members of the Association.

(b) Written consents signed by a majority of the members entitled to vote.

5.8. Obligation for Maintenance of Liability Insurance. The Association shall obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Association from time to time determines, insuring the Association, each Director and each Owner against any liability to the public or the other Owners (and their families, invitees, tenants, agents and employees) arising out of or incident to the ownership, use or maintenance of: (a) the Common Area and any improvements thereto, (b) Retention Lakes, (c) the Wall and Landscape Easements, and (d) Pedestrian Access Easement. The Board of Directors shall review these limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits shall also be obtained in an amount not less than Two Million Dollars (\$2,000,000.00).

The policy described in this Section 5.8 shall provide that:

(a) The Declarant shall be name as an additional insured under the policy. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Section 5.8(a) shall not be deemed to protect or to be for the benefit of any general contractor engaged by the Declarant.

(b) The policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Association and the Declarant.

(c) In the event the Association fails to maintain the insurance policy provided for in this Section 5.8, Declarant reserves the right and shall have the continuing authority but shall not be obligated to purchase such insurance policy in the name of the Association by the payment of the premium on behalf of the Association which payment shall be a common expense of the Association for the payment of which Declarant shall be reimbursed.

(d) The deductible, if any, on the insurance policy shall be a common expense of the Association, provided, however, that the Association may, pursuant to Section 5.8 of this Declaration, assess any deductible amount necessitated by the negligence, misuse or neglect of Owner against that Owner.

(e) All policies of insurance shall be written by reputable companies licensed to do business in Florida.

5.9. Maintenance Agreement. For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party (or parties), for the purpose of contracting for maintenance and operation of the Common Areas, easements and facilities for the common benefit of the residents of River Grove. Terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

ARTICLE VI

COMMON AREA

6.1. Conveyance. The Declarant by the recordation of the Plat of the Subject Property shall be deemed to have dedicated the Common Area as shown on such Plat and defined in Section 1.4 for the common health, safety, welfare and passive recreation of the residents of River Grove and their guests. The conveyance to the Association of the Common Area shall be free of all liens, provided, however, for as long as Declarant owns any Lot, Declarant retains an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all improvements the Subject Property and the Common Area or any portion thereof; to show and sell Lots, including the unrestricted right to erect signs; and to use the Common Area for ingress and egress and for marketing and sales activities. The Declarant hereby covenants for itself, its successors and assigns that said Common Area shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Area shall be subject to such rules and regulations relating thereto as are adopted or amended by the Association.

6.2. Additional Property. In addition to the Common Area described in Section 6.1 of this Declaration, the Declarant, in its sole discretion, shall have the right to convey to the Association and the Association shall be obligated to accept as additional Common Area any portion of the abutting, adjacent or contiguous property which is made subject to these Declarations by Declarant pursuant to Section 11.11 so long as such property is used or useful for the objects and purposes for which the Association has been created and established. Should the Declarant so convey any such additional Common Area, the same shall thereupon become and thereafter continue to be Common Area subject to all covenants, conditions, restrictions, easements, licenses and reservations set forth in this Declaration with respect to all other Common Area.

6.3. Improvement of Common Area. The Declarant reserves the right to construct or make such improvements as the Declarant determines to the Common Area, provided the improvements are for the purposes specified in this Declaration. The right of the Declarant herein reserved shall entitle Declarant, but not obligate Declarant, to make or construct improvements to the Common Area, including without limitation the installation of landscaping, signage, irrigation, and a fence or wall as the Declarant determines in its sole discretion. The maintenance, repair and replacement of the Common Area, including improvements thereto, shall be the proportionate obligation of each of the Owners of the Lots as hereinafter provide in this Declaration. The Declarant's rights to construct facilities or make other improvement to the Common Area as provide in this paragraph shall terminate upon the sale of the last Lot in the subdivision.

6.4. Property Rights. Every Owner of a Lot shall have the non-exclusive right and easement of enjoyment in and to the Common Area for the purpose for which the same is conveyed and maintained by the Association. Such right and easement of each Owner in and to the Common Area shall be appurtenant to and shall pass with the title to every Lot. The rights and easements of enjoyment created hereby shall be subject to the following provisions:

(a) The right of the Association to adopt and publish rules governing the use of the Common Area and the personal conduct of the Owners and their guest and to establish penalties for the infraction thereof;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to require the owners to dedicate or transfer all or any part for the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members qualified to vote has been recorded.

(e) No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall structure or other improvement or store any of its or his personal property or prohibit the free flow of pedestrian traffic on the Common Area or any part thereof. The Association shall have the right to remove or cause to be removed anything placed on the Common Area in violation of the provisions of this Section 6.4(e), to restore the Common Area to its condition prior to the violation and to assess the Owner or Owners Responsible for the cost of such removal and restoration, which assessment may constitute a lien against the Lot of said Owner or Owners that may be enforced in the manner set forth in Section 7.9 hereto.

6.5. Delegation of Use. Any owner may delegate, in accordance with the By-Laws adopted by the Board of Directors of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VII

COVENANT FOR MAINTENANCE, ASSESSMENTS, SPECIAL ASSESSMENTS, FINES AND LEVIES

7.1. Covenant for Maintenance, Assessments, Special Assessments, Fines and Levies. The Declarant, for each Lot owned within the Subject Property, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments or charges; (b) Special Assessments for capital improvements, including but not limited to a sidewalk on the South Tropical Trail; (c) Individual Assessments, where applicable; and (d) fines assessed by the Association for non-payment or late payment of assessments or for any violation of this Declaration, rules and regulations of the Association or the ARC, such assessments and fines to be established and collected as provided in this Declaration. Each Annual, Special, Individual Assessments and fines, together with interest, costs and reasonable attorney's fees, shall be charged against the Lot against which it was levied and shall be a continuing lien against such Lot. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the

time when the assessment or fine fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. During such time as the Declarant is the Owner of an unimproved Lot, the Declarant shall make proportionate payment of any assessments hereunder.

7.2 Purpose of Assessment.

(a) In general the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and in particular for the improvement and maintenance for the Common Area, the Wall, Landscape, and Pedestrian Access Easements, a sidewalk on South Tropical Trail and the Retention Lakes.

(b) Regular Assessments shall be levied in order to provide for and assure the availability of the funds necessary to pay Common Expenses, which shall include without limitation the following:

(i) Those incurred in connection with the maintenance, protection and improvement of the Common Area, including without limitation, landscaping, irrigation, signage, fence or wall.

(ii) Those incurred for utility services to the Common Area, including without limitation, electric or gas power for any common entry, street lighting, or fence lighting, and water for the common irrigation system.

(iii) Those incurred in the administration of the business of the Association including without limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys.

(iv) Those incurred for the payment of real and personal property taxes and assessments for any property owned by the Association.

(v) Those incurred for the maintenance of adequate casualty and liability insurance on the Common Area and Retention Lakes, and for director and officer liability insurance.

(vi) Those incurred for the acquisition, lease, maintenance, improvement, construction or reconstruction of the recreational areas including the fishing dock.

(vii) Those incurred for payment for the Annual Assessments levied and billed by the Association as provided for in the Declaration.

(viii) Those incurred for the maintenance and repair of the surface water systems including but not limited to work within retention areas, drainage structures and drainage easements.

(ix) Those incurred to establish a reserve for the replacement and repair of any Association equipment or property; to provide operating funds for the Association; and cover any non-payment or late payment of assessments by other members.

(x) Those incurred for doing any other thing necessary or desirable which in the judgment of the Association may be of general benefit to the Owners of Lots within the Subject Property. Assessments levied pursuant to the annual budget or Special Assessments must be proportionate to the member's share of expenses.

7.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be \$300.00 per Lot:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

7.4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of complying with any governmental regulation, permit condition or for any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, for a sidewalk on South Tropical Trail or any improvements within the Wall and Landscape Easements, including fixtures and personal property and the financing of same related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. A Special Assessment may be levied which permits payment on an annual

installment basis provide the Board of Directors establishes an interest rate which will accrue on the unpaid principal of such assessment if the assessment is paid on an installment basis. If an improvement is not built for which a Special Assessment is levied, the Board of Directors shall refund to each Lot Owner who owns the Lot at the time of the refund the amount collected for the Lot for the Special Assessment.

7.5. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or such other basis as the Board of Directors determines. Notwithstanding anything contained herein to the contrary, the Declarant, as the Class B Member, shall not be obligated to pay Annual Assessments, but shall be obligated to pay the amount of Common Expenses incurred and not produced by the Annual Assessments, collectible from Class A members. For purposes of this calculation, replacement reserves of capital expenditures shall not be considered as Common Expenses. Declarant, at its option, may elect to pay Annual Assessments for Lots Declarant owns rather than subsidize the Association as set forth above.

7.7 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7.8. Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect against a particular Lot and the Owner of such Lot an Individual Lot Assessment for:

(a) Costs and expenses incurred by the Association in bring a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation of or noncompliance with this Declaration, to cure or remedy such violation or noncompliance;

(b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of the Declaration against a particular Lot or the Owner of such Lot;

(c) Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot, provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same and that such Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be levied and collected as an Individual Lot Assessment against such particular Owner and his particular Lot; and

(d) Reasonable overhead expenses of the Association associated with any Individual Lot Assessment levied and collected pursuant to this Section 7.8, in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Lot Assessment specified in this Section 7.8.

7.9. Effect of Non-Payment of Assessments and Fines: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law per annum. The Association shall have the right to establish fines for late payment of assessments and fines for any violation of any rule or regulation of the Board of Directors of the Association, the ARC or any violation of this Declaration, and shall have a lien on the Lot for any unpaid assessments, fines and all costs and interest which have been assessed against the Owner of the Lot. The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record Owner, the amount due and payable and the date when due; and said

lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such Claim of Liens shall include only assessments and fines which are payable and due when the said Claim of Lien is recorded, and all such Claim of Liens shall be signed and verified by an officer or agent of the Association. When any such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover said additional cost and advances. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.

7.10. Exempt Property. The Common Area and those portions of the Subject Property located within any public utility easement and dedicated to and accepted by the applicable local public authority and devoted to public use shall be exempt from the assessments, fines, charges and liens created herein.

7.11. Subordination of the Lien to Mortgages. The lien of the assessments or fines provided for herein shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage now or hereafter encumbering any Lot and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the Administrator of Veterans Affairs, whether such contract is recorded or not to the extent of any such assessment accrued and unpaid prior to foreclosure of any such Mortgage; and further, provided that as a condition precedent to any proceeding to enforce such lien for assessments or fines upon any Lot upon which there is a valid and subsisting first Mortgage, the Association shall give the holder of such Mortgage sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first Mortgage lienholder by prepaid U.S. certified mail and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first Mortgage Lienholder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such Mortgage to the holder thereof. Sale or transfer of any Lot shall not affect the assessment or fine lien. Nevertheless, any foreclosure by a prior lienholder shall cut off and extinguish the liens securing the assessments or fines which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from securing charges

thereafter becoming due and payable, nor shall any personal obligation of any Owner be extinguished by any foreclosure.

ARTICLE VIII

EASEMENTS, LICENSES, RESTRICTIONS ON LAKES

8.1. Construction of Lakes. Declarant is constructing or has constructed private Lakes on the Subject Property, designate on the Final Plat as Retention Lakes. Declarant has constructed Retention Lakes, (a) as an essential element of the Storm Water Management System for River Grove as required by the County and St. Johns River Water Management District, and (b) for the recreation and enjoyment of those Owners of the Lake Lots.

8.2. Non-exclusive License. The license to use the Lakes hereby granted is a non-exclusive license and is limited to reasonable use of the Lakes for recreation purposes by those Owners who now or hereafter regularly reside in River Grove on the Trail, their families, invitees, and tenants.

8.3. Limitation on Use. Each Owner and any other persons and their guests entitled to use the Lakes under the terms of the license hereby granted shall not use such Lakes or carry on any activity on such Lakes that will detract from, impair or interfere in any way with the use or enjoyment (including aesthetic enjoyment) of such Lakes by Declarant, the other Owners, their heirs or assigns, or any other person now or hereafter licensed to use such Lakes, or that will detract from, impair or interfere in any way with the value, use, enjoyment (including aesthetic enjoyment) of any property that now or hereafter abuts such Lakes. Declarant and/or the Association shall have the right to prohibit any use of such Lakes which, in the opinion of Declarant and/or the Association, is in violation of the foregoing restriction.

8.4. Docks and Other Structures. No dock, walkways, ramp, wall, piling, float or other structure shall be erected, constructed, installed, maintained, altered, changed or relocated on, in or over the Lakes, unless the ARC consents to such dock, walkway, ramp, piling, float or other structure, and unless in accordance with plans approved in writing by the ARC.

8.5. Chains, Cables. No cable, chains or other device that interferes with the free passage of boats on and across the Lakes shall be installed or maintained by any Owner.

8.6. Motors. No gasoline motors or other internal combustion engines of any nature whatsoever shall be used on the Lakes.

8.7. Dumping. No dirt, sand, fill, debris, rubbish, sewage, goods, chattels, chemicals or other materials shall be dumped, drained or deposited in or on the Lakes by any Owner or by any other person using the Lakes under the terms of the license hereby granted.

8.8. Commercial Activity. The Lakes shall not be used in any way for commercial purposes; provided, however, that the Declarant may use the Lakes in promoting the sale and development of Lots on the Subject Property owned by Declarant; and, provided, that this restriction shall not prohibit the use of the Lakes in the entertainment of guests, who are also customers or clients of the Declarant or any other persons entitled to use the Lakes.

8.9. Construction of Lakes. Each Owner, his heirs and assigns, and any other persons who use the Lakes under the terms of the license hereby granted shall not interfere in any way with the work of Declarant or its officers, employees, contractors and subcontractors, in the construction and development of the Lakes.

8.10. Exculpation from Liability and Responsibility for Maintenance. Declarant shall not be responsible for the continued maintenance of the Lakes or the littoral zone plantings or for any loss or damage to the Owners, their heirs or assigns, for any failure to maintain the Lakes or the littoral zone plantings. The Association shall be responsible for maintenance of the Lakes including the portion to the edge of the water. Said Retention Lakes and the littoral zone plantings are an integral part of the Surface Water Management System for River Grove. They are private, not public. Said Lakes have not been and shall and will not be dedicated to or accepted or maintained by any governmental authority, including the County. As hereinbelow provided in Article IX, it is contemplated that easements for the Surface Water Management System have heretofore been or shall hereafter be granted and conveyed by the Declarant to the Association. Following such conveyance the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management system within River Grove. Accordingly, each Owner of a Lot in River Grove, by the acceptance of a deed or other conveyance to his Lot shall be deemed to have agreed that neither the Declarant, the County nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System for River Grove and the Retention Lakes and their littoral planting zones, and each such Owner of a Lot in River Grove shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

8.11 Exculpation from Liability and Responsibility for Damages.

(a) Each Owner and his successors and assigns shall be responsible for the conduct of all persons who use the Lakes under terms of the license hereby granted and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) The Declarant shall not be responsible for any loss or damage to any Owner, his heirs or assigns, of any other person who uses the Lakes under the terms of this license due to any act or omission or any contractor or subcontractor employed by it for the construction and development, enlargement, or maintenance of the Lakes, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Lakes under any other license heretofore or hereafter granted to the Declarant to use the Lakes, or due to any act or omission of any other person or persons using the Lakes without license or other authorization.

(c) Use of the Lakes by an Owner, his heirs or assigns, or any person who occupies the above described property owned by the Owner or the guests of such person, shall be at the risk of the user and the Declarant shall not be responsible for any loss or damages to such user or any other person resulting from such use. Each Owner, by acceptance of this license, agrees for himself and his heirs and assigns to indemnify and save Declarant, its successors and assigns harmless from any claim of loss or damages resulting from the use of the Lakes by an Owner, his heirs or assigns, such persons who occupy Owner's property, or the guests of such persons.

8.12. Enforcement. The foregoing terms, conditions, reservations and restrictions shall be enforced by the Association.

8.13. License Appurtenant to Lake Lots. The license herein granted shall be an appurtenance and shall not be separated from ownership of a Lot in River Grove on the Trail. No Owner, his heirs and assigns shall convey or transfer this license, or otherwise transfer any right under this license except in connection with the conveyance or lease of said Lot.

8.14. Owner's Covenant. An Owner by the purchase of a Lot accepts this license, agrees for himself and his heirs and assigns that the terms, reservations and restriction set forth herein regarding use for the Lakes shall apply to the Lakes, and that the terms, conditions, reservations, and restrictions set herein shall be binding upon the Owner and his heirs and assigns.

ARTICLE IX

RESERVATIONS AND EASEMENTS

9.1. Reservation of Easements on Plats. The Declarant, on behalf of itself and for the benefit, where so stated of the County, the Association, all Owners and also for the benefit of all the Subject Property, hereby creates, declares and reserves easements under and over those portions of the rear and side of each Lot, designated as utility easements on the recorded Plat, for ingress, egress, installation, replacement, repair and maintenance of all utility an service lines and systems including but not limited to water, sewer, gas, telephone, electricity, television, cable or other communication lines or systems subject to the limitations set forth in Section 9.2. No structure shall be erected on any of said easements, and no improvements may be placed with said easements without the written approval of the ARC and any utility company using such easements. Neither the easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the Declarant to maintain such easements or to install or maintain utilities or any drainage in or under such easements.

9.2. Reservation of Right to Consent to Construction. Declarant reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone lines and conduits, water, gas, storm drainage, sewer and pipes and conduits and any other public utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and/or upon any and all streets and way, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut. The Declarant on behalf of itself and for the benefit where so stated of the County, the Association, all the Owners and also for the benefit of the Subject Property reserves the right to grant consent for the construction, operation and maintenance of all said utility and service lines and systems referred to in Section 9.1.

9.3. Drainage Easements. There is hereby created, declared and reserved for the benefit of Declarant, the Association and all Owners a non-exclusive easement for storm water collection, retention, detention and drainage over, upon all drainage easements shown on the plat or otherwise reserved, declared or created pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purposes of construction, installing, inspection, maintaining, repairing and replacing any and all storm water drainage systems, improvements and facilities from time to time located therein or thereon. Additionally, Declarant, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Subject Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Subject Property; provided, however, that any

such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Area affected thereby or any improvements from time to time placed, located, constructed, erected or installed thereon. The easements hereinabove created, declared and reserved contemplate the construction of all storm water drainage improvements and facilities shown on the plans for the Surface Water Management System for River Grove as approved by the County or the St. Johns River Water Management District, and any replacement or substitute permits issued by the St. Johns River Water Management District, and such additional or supplemental facilities as may reasonably be required to provide adequate storm water drainage and surface water management to all portions of the Subject Property. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, including the Lakes, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns Water Management District.

9.4. Emergency Access and Drainage Easement. There is hereby created, declared, granted and reserved for the benefit of the County, a non-exclusive easement over and upon all drainage easements comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System shall create a hazard to the public health, safety or general welfare. It is expressly provided, however, that the creation, declaration and reservation of such Emergency Access and Drainage Easement shall not be deemed to impose upon the County any obligation, burden, responsibility or liability to enter upon the Subject Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof.

9.5 Maintenance of Easements. The Owners of the Lot or Lots, subject to the easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to the easements. With regard to specific easements for drainage as shown on the Plat, the Declarant shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities on such easements, including slope control areas. No structure, irrigation system, planting or other material shall be place or permitted to remain which

may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels on any easement or which may reduce the size of any ponds, creeks, lakes, or other water retention areas which are shown on the Plat or which may be constructed on such easement. The Association shall not be responsible for maintaining any easement areas on individual Lots designated on the Plat as Drainage or Utility Easements. Such Drainage and Utility Easements shall be maintained by the individual Lot Owners.

9.6. Wall and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of the Declarant and the Association an easement over and upon all Wall and Landscape Easement areas shown on the recorded Plat together with the easement and license to enter upon such Wall and Landscape Easement areas for the purpose of erecting, constructing, installing, inspecting, maintaining, repairing and replacing: (a) any and all security or screening walls or fences, (b) any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials, and (c) any irrigation systems of any kind, whether the same shall be required by the County and/or deemed necessary or desirable by the Declarant or the Association.

9.7. Association Easement. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Subject Property as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Such Association Easement shall be in addition to the Drainage Easements hereinabove granted to the Association pursuant to Section 9.3 of this Declaration for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the Surface Water Management System.

9.8. Future Easements. There is hereby reserved to the Declarant and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Declarant, for the future orderly development of River Grove in accordance with the objects and purposes set forth in this Declaration. Provided, however, any easement created on the Subject Property pursuant to this Section 9.8 may only be located within easements heretofore or herein established of record. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently

contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated by this Section 9.8 may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of River Grove in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Declarant without the necessity for the consent of the Owner of a particular portion of the Subject Property over which any such further or additional easement is granted or required.

ARTICLE X

ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Areas and its other obligations or powers, the Board is responsible for the fiscal management of the Association.

10.1. Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board may elect another fiscal year. The Board must prepare an annual Budget.

10.2. Budget. A copy of the budget must be provided to each Member or a notice must be given to the Members that a copy of the budget is available upon request and without charge. The annual budget will estimate total expenses to be incurred by the Association in carrying out its responsibilities. The budget must include:

(a) The cost of wages, materials, insurance premiums, service, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may include Declarant), legal counsel and accounting;

(d) Taxes, if the Common Area are taxed separately from the Lots;

(e) An itemized list of all fees or charges for recreational amenities;
and

(f) An estimate of revenues from the assessments.

10.3. Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, to be included in the annual budget and collected as part of the Annual Assessments. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

10.4. Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant will prepare the first annual budget.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the board at least one (1) month before the end of the fiscal year. The budget and the Annual Assessments must be adopted by a majority of the Board.

10.5. Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay Annual Assessments, whenever the amount of such assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

10.6. Financial Reporting. The Board shall prepare an annual financial report for the Association within sixty (60) days of the close of the fiscal year and either provide each Member with a copy of the report or a notice that a copy is available without charge. The report must be in form required by Florida Statutes.

10.7. Capital Improvements. The Board shall determine whether capital improvements should be paid from assessments. If the cost of all capital improvements to be paid within a single year totals more than twenty-five percent (25%) of the Association's annual budget for which no Special Assessment has been levied, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement

10.8. Reserves. Reserves shall be kept separate from other Association funds. All other sums collected by the Board with respect to assessments and charges of all types may be commingled in a single fund.

10.9. Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the Annual Assessment for such year if it appears that there will be insufficient income to meet obligations of the Association.

ARTICLE XI

GENERAL COVENANTS AND RESTRICTIONS

11.1. Laws and Ordinances of the State of Florida. The laws and ordinances of the State of Florida and Brevard County, as well as the rules and regulations of their administrative agencies now or hereafter in effect are hereby incorporated herein and made a part hereof.

11.2. Rules and Regulations. In addition to the foregoing restrictions on the use of the Lots and the Common Area, the Wall and Landscape and Pedestrian Access Easements, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the Lots and Common Area and said Easements and to hereafter change, modify, alter, amend, rescind and augment any of the same. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners

11.3. Duration. This Declaration shall run with and bind all of the Subject Property perpetually, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Articles II and III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least ninety-five percent (95%) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part, and said instrument shall be recorded in the office of the Clerk of the County prior to the expiration of the initial period or any extension thereof.

11.4. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration or the Articles of Incorporation or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two Owners

shall constitute notice to all Owners thereof. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Members by: (a) personal delivery to any occupant of any dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of any dwelling with the Subject Property.

11.5. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration, and failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Association shall at any time fail to discharge its obligations to maintain any portion of the Subject Property as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or the Association may bring any action at law or in equity, or both, to enforce any provision of the Declaration, any fine of the Association, any lien of the Association, any rule or regulation of the Association or the ARC or any decision of the ARC against any Owner, member, tenant, guest or invitee occupying any parcel or using any common area. The Association shall be entitled to reasonable attorneys fees in any action to enforce any of the provisions of this Declaration, any fine of the Association, any lien of the Association or any rule or regulation of the Association or ARC, or decision of the ARC.

11.6. Enforcement. The St. Johns Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water system.

11.7. Swale Management. The Developer has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or to the stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling excavation, construction of fences or otherwise obstructing the surface water flow in

the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-included phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

11.8. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

11.9. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

11.10. Amendment.

(a) Amendment by Declarant. Subject to the provisions of Articles V and XI of this Declaration, until the Class B membership has terminated as provided in paragraph 5.4, this Declaration may be changed, and amended or modified by Declarant with the affirmative written consent or the vote of not less than fifty percent (50%) plus one (1) of the total voting power of the Members of the Association.

(b) Amendment by Association. Subject to the provisions of Article XI of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than fifty percent (50%) plus one (1) of the total voting power of the members of the Association; provided, however, that until the Class B membership has terminated as provided in paragraph 5.4, no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent.

(c) Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association as hereinabove provided in Section 11.10(a) or (b), the acquisition of the requisite written consent or vote of members shall be manifested on the face of the amending

instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

(d) Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements, licenses and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows, to wit:

(i) To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interest are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.

(ii) To the extent that any term or provision of this Declaration may be included herein satisfaction of the conditions to approval of the platting or subdivision of the Subject Property by the County, such terms or provisions of this Declaration shall not be changed, amended, or modified or otherwise deleted or eliminated from this Declaration without the prior written consent and joinder of the County.

(iii) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Declarant, the Association or to the County, respectively, without the prior written approval of the Declarant, the Association or the County, as the case may be, and any attempt to do so shall be void and of no force and effect.

(iv) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Area, including specifically the Surface Water Management System, and/or the obligation of the Association to establish, make, levy, enforce and collect assessments for such purposes, and/or the obligation of the Association to maintain liability insurance as provided in Section 5.8.

(v) This Declaration may not be changed, amended or modified in any fashion which would affect the Surface Water Management System,

or its maintenance by the Association, without the prior written consent and approval of the St. Johns River Water Management District.

(vi) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of Article VIII related to the granting of the license to use the Lakes and the indemnification of the Declarant by the Lot Owners and the Association for any damages arising out of the construction, use and maintenance of the Retention Lakes without the prior written consent and joinder of the Declarant.

(vii) This Declaration may not be changed, amended or modified in any manner so as to adversely and materially affect the priority or validity of any permitted first mortgage or the value of any Lot and its properly approved improvements.

11.11. Annexation. Additional, contiguous land now or hereafter owned by Declarant, its successors or assigns, may be added or annexed to the Subject Property. Any portion of the Subject Property may be made subject to the terms hereof by the Declarant, its successors or assigns, without the consent of Owners at any time or from time to time by the recording in the official records of the County of any instrument expressly stating an intention to so annex such additional land. Such additional land which may be added or annexed shall become subject to the Annual Assessment existing at the time of such addition or annexation.

11.12. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.13. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Association, and its members from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives and assigns of the property and legality of said agreements.

11.14. Conflict with Deeds of Conveyance. If any one of the covenants, conditions or restrictions contained in this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Subject Property, the covenants, conditions or restrictions within the prior deed of conveyance shall control and be superior and supersede the

covenants, conditions or restrictions within this Declaration to the extent of such conflict, but no greater.

11.15. Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or restate in or to any portion of the Subject Property , whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

11.16. Assignment of Declarant’s Rights and Interests. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant’s interest in the Subject Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

IN WITNESS WHEREOF, the undersigned entity has caused it presents to be signed by its proper officer, and its corporate seal to be affixed this ____ day of _____ 2000.

Signed, Sealed and Delivered
In the Presence of:

RIVER GROVE ON THE
TRAIL, L.C., a Florida limited liability
Corporation

By _____
Kathie A. Levison, Member

STATE OF IDAHO

COUNTY OF BLAINE

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KATHIE A. LEVISON, a member of River Grove on the Trail, :L.C., a limited liability corporation, on behalf of the corporation. She is personally known to me or has produced her _____ as identification.

WITNESS my hand and official seal this ____ day of _____ 2000

Notary Public