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**RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SWIFT CREEK WOODS**

THIS RESTATMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWIFT CREEK WOODS ("Declaration"), such Declaration being made by BYRON BLOCK as Managing Trustee under Deed and Conveyance in Trust recorded in Deed Book 260, Page 535, Public Records of Leon County, Florida and as per Agreement to Further Amend Trust and Naming Managing Trustee dated October 30, 1991 and recorded in Official Records Volume 1528 at Page 1743, Public Records of Leon County, Florida, and such Declaration being dated October 30, 2000, and recorded in Official Records Book 2429 at Page 565 of the Public Records of Leon County, Florida, is made and entered into this 9th date of July, 2001, by BYRON BLOCK, as Managing Trustee ("Declarant"), and joined by the Swift Creek Woods Homeowner's Association, Inc., a Florida not-for-profit corporation ("Association").

WITNESSETH

WHEREAS, Declarant, together with MARCIA DEEB THORNBERRY as Trustees, are the legal owners of certain property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, the Trustees have heretofore designated the Declarant as Managing Trustee, and

WHEREAS, the Trustees have determined through a Florida general partnership with third parties to develop said parcel of real estate into single family residential lots in a subdivision known as "SWIFT CREEK WOODS", and

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Annexation Notice" shall mean and refer to the notice by which additional lands are subjected to the provisions of this Declaration as more particularly described in Article XXX.

Section 2. "Architectural Committee" shall mean the Architectural Control Committee established pursuant to Article X hereof and initially consisting of Byron B. Block and Cathy Mayfield.

Section 3. "Articles" shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State attached hereto as Exhibit "B".

Section 4. "Assessments" shall mean and refer to any assessments made in accordance with this Declaration.

Section 5. "Association" shall mean and refer to Swift Creek Woods Homeowner's Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 6. "Board" shall mean and refer to the Board of Directors of the Association.

Section 7. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "C".

Section 8. "Common Area" shall mean and refer to all real property and/or easement rights (and interests therein and improvements thereon) and personal property within the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners which may include, without limitation, open space areas, irrigation pumps and lines, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features. The Common Area shall also include all portions of the Properties which are designated as such by Declarant or on any plan or map prepared by Declarant. The Common Area does not include any Lots.

Section 9. "Community" shall mean and refer to the Community known as Swift Creek Woods Subdivision in which the Properties are located. The Declarant may, when amending or modifying the description of Properties subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 10. "Community Completion Date" shall mean and refer to the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 11. "Community Standards" shall mean and refer to such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the Architectural Committee, the Board or any committee thereof relating to, amongst other things, activities described in Article X hereof.

Section 12. "Declarant" shall mean and refer to Byron Block, the Managing Trustee, his specific designees, successors and assigns, as well as any Co-Trustee referred to hereinabove, their successors and assigns, if such successors or assigns should acquire more than one

unimproved lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as the context may require.

Section 13. "Declaration" shall mean and refer to this Restated and Amended Declaration of Covenants, Conditions and Restrictions for Swift Creek Woods as amended from time to time.

Section 14. "Exclusive Common Area" shall mean and refer to those portions of the Common Area which have been restricted to use by less than all Owners.

Section 15. "Home" shall mean and refer to a residential dwelling and appurtenances thereto constructed or placed on a Lot within the Properties.

Section 16. "Lender" shall mean and refer to the holder, insurer or guarantor of a first mortgage encumbering a Lot.

Section 17. "Lot" shall mean and refer to a parcel of real property upon which a Home has, or will, be constructed or located. Once improved, the term Lot shall include the Home and all improvements thereon and appurtenances thereto. The term Lot, as used herein, may, or may not, reflect the same division of property as exists on the underlying Plat affecting the Properties.

Section 18. "Management Firm" shall mean and refer to the firm designated by the Declarant and/or Association as the Manager of those portions of the Properties which they are, respectively, obligated to operate and/or manage hereunder, if any.

Section 19. "Master Plan" shall mean and refer to the proposed Master Plan for the development of the Community, as it exists as of the date of recording this Declaration. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Lots and Common Areas which may be subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 20. "Operating Costs" shall mean and refer to all costs of ownership, operation and administration of the Association and Common Area to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association as provided herein.

Section 21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including contract sellers. The term "Owner" shall not include Declarant, or those persons or entities

designated by Declarant, or a Lender or those having an interest in a Lot or a portion of the Properties merely as security for the performance of an obligation.

Section 22. "Plat" shall mean and refer to the plat of the Properties of Swift Creek Woods, as filed in the Public Records of Leon County, Florida, as the same may be amended by Declarant, from time to time.

Section 23. "Properties" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, subject to additions thereto or deletions therefrom as may hereafter be brought within, or deleted from, the provisions and applicability of this Declaration.

Section 24. "Public Records" shall mean and refer to the Public Records of Leon County, Florida.

Section 25. "Rules and Regulations" shall mean and refer to the Rules and Regulations affecting the Properties as adopted from time to time.

Section 26. "Special Assessments" shall mean and refer to those Assessments more particularly described as Special Assessments in Article XXII hereof.

Section 27. "Withdrawal Notice" shall mean and refer to the notice by which portions of the Properties are withdrawn from the provisions of this Declaration as more particularly described in Article XXX hereof.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Properties, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Lots as Exclusive Common Area.

(b) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(c) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of Rules and Regulations governing the use of the Common Area.

(d) The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

(e) The right of Declarant and/or Association to modify the Common Area as set forth in this Declaration.

(f) The rights of Declarant and/or Association regarding the Properties, as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(g) Rules and Regulations adopted governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Association. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

ARTICLE III BINDING AGREEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Agreement. Each Owner by acceptance of title to a Lot and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Section 2. Transfer. Each Owner shall be prohibited from transferring title to a Lot for a period of two (2) years from the date on which the Owner acquired fee title to the Lot, except that this prohibition shall not apply to any builder who has acquired title to a Lot for the purpose of the construction and sale of a Home thereon. The transfer of the fee title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use and enjoyment of the Common Area as it pertains to that Lot. An Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities according to, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

Section 3. Membership. Upon acceptance of title to a Lot and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. In addition to those rights granted herein, Membership rights are also governed by the provisions of

the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Declarant is the Class B member of the Association. Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon any of the events specified in Article XXVIII, Section 13.

Section 4. Voting Rights. Voting rights in the Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Association nor any Owner, nor group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration without the prior written consent of Declarant.

ARTICLE IV OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT FACILITIES

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Property to the Association that portion of the Property shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in his sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer such Property without interference from any Owner or Lender or any other person or entity whatsoever. Upon conveyance and/or dedication such Property shall become Common Area.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area to the Association, the portion of the Common Area so dedicated shall be owned, operated and administered by the Association for use and benefit of the owners of all property interests in the Properties, including, but not limited to, Association, Declarant, Owners and Lenders. Once conveyed or dedicated to the Association title to the Common Area may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the prior written consent of Declarant being first had and obtained; and (ii) thereafter, the prior written consent being obtained from the Board and Owners in the manner provided in Article XXX, Section 10, hereof; and (iii) the prior written consent of the Declarant being first had and obtained.

Section 3. Construction of Facilities. Declarant may construct, at his sole cost and expense, certain improvements as part of the Common Area together with personalty contained

therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant shall be the sole judge of the composition of such improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant, is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the improvements or Common Area or changes or modifications thereto.

Section 4. Delegation. Once conveyed or dedicated to the Association the Common Area and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association. The Association may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems appropriate.

Section 5. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Area. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 6. Rules. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall have the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 7. Exceptions. The Rules and Regulations shall not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Lot by Declarant or its designees. Specifically, subject to the provisions of Article XXVII, and without limitation, Declarant, and/or its assigns, shall have the right to: (i) develop the Properties and construct improvements on any Lot and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Properties, Lots or Homes; (v)

post, display, inscribe or affix to the exterior of a Lot, Home, or upon the Properties, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Lots and Homes; (vi) excavate fill from any waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole and unrestricted discretion of Declarant are necessary for the development and sale of the Properties or any lands or improvements therein, Lots and Homes.

Section 8. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Properties and/or Common Area, or any other act of omission by any of them, shall be construed or considered: (a) as a breach by Declarant, or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or constructive dispossession of another Owner from the Common Area; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 9. Over-all Systems. This Declaration allows for the providing of Common Area maintenance, and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Association, enter into agreements relating to any of the same.

Section 10. Water Mains. In the event a utility company must remove, or requires the Association and/or any Owner to remove, any portion of a driveway which is constructed of concrete and on the Common Area, then the Association will be responsible to replace or repair the driveway at the Association's expense.

Section 11. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area may be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records, or by Quit Claim Deed from Declarant to the Association. The dedication or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the dedicated or conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Area, personal property and any equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING CONVEYED. The Association shall pay all costs associated with the dedication or conveyance(s).

Section 12. Designation of Operating Entity. The Declarant shall have the right, but not the obligation, in its sole discretion, to: (i) designate the Association to operate, at the expense of the Association, portions of the Properties prior to, or in the absence of, dedication or conveyance; and (ii) relinquish and/or assign to the Association some or all of the rights reserved to Declarant herein. The Association shall be obligated to accept such designation and assignments and fulfill the obligations relating thereto.

Section 13. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Properties complies with this Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 14. Other Property. The Declarant and/or Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date, shall require the prior written consent of Declarant.

Section 15. Indemnification. The Association and Owners each covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant and any related persons or corporations, and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Area, or other property serving the Association or Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.

ARTICLE V MAINTENANCE OBLIGATIONS

Section 1. Common Area. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon.

Section 2. Lots. Except as otherwise provided in this Declaration, each Lot and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by

the Owner thereof, in accordance with the requirements of the Declaration, Community Standards, and the Rules and Regulations promulgated from time to time.

Section 3. Lawn Maintenance and Irrigation. The Association shall cut and trim the front, side and back lawns of each Lot. Owners may not use the Common Area irrigation system to irrigate lawns or plantings on a Lot.

Section 4. Negligence. Notwithstanding anything to the contrary contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Common Area necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Area by, through or under Owner, shall be borne solely by such Owner and the Lot owned by that Owner shall be subject to a Special Assessment for that expense.

Section 5. Right of Entry. The Declarant and Association are granted a perpetual and irrevocable easement over the Properties for the purposes herein expressed, including the right to inspect (including inspection to ascertain compliance with the provisions of this Declaration) or to perform any maintenance, alteration or repair which it is entitled to perform.

Section 6. Additional Maintenance. The Association shall, if designated by Declarant by notice to the Association, maintain vegetation, landscaping, sprinkler system, community identification or features and/or other elements designated by Declarant upon areas which are not within the Properties but abut, or are proximate to, same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of the Properties or Community. These areas may include (for example and not limitation) swale areas or median areas within the right of way of public streets, lawns, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights of ways or other abutting waterways.

Section 7. Restrictions. The Properties may be subject to governmental restrictions or requirements. There may be various rights granted to and responsibilities imposed upon the Association and/or Owners arising from those governmental restrictions or requirements arising out of restrictions, reservations, easements and limitations of record otherwise affecting the Properties. The Association and Owners shall comply with same, and discharge their respective duties relating thereto.

ARTICLE VI USE RESTRICTIONS

(a) Each Owner and its tenants and the members of their respective families, invitees, servants, occupants and guests and other persons or entities shall observe, and comply with, all Rules and Regulations which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Properties, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Properties. The Rules and Regulations as promulgated, from time to time, shall be effective from the date of adoption. Neither the Declarant nor Association shall be bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated, from time to time. The Rules

and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim. The Association may impose a fine against the Owner for failure to comply with the Rules and Regulations.

(b) Subject to the terms of this Declaration, the Articles and By-Laws, the Association shall have the authority to make any additional capital improvements upon the Common Area necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

ARTICLE VII INSURANCE

The Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

Section 1. Flood Insurance. If the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage, in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Area located within a designated flood hazard area.

Section 2. Liability Insurance. Commercial general liability insurance coverage, providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date), Declarant and the Association.

Section 3. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

Section 4. Homes. Each Owner shall maintain adequate insurance to provide sufficient proceeds to rebuild its Home and related improvements in the event of casualty. The Home shall be rebuilt promptly after casualty. Proof of such insurance shall be provided to the Association upon request.

Section 5. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a Management Firm, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount and terms of the fidelity bond shall be based upon reasonable business judgment.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner relating to the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. In the event of damage to the Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to a Lot, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

Section 8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, (subject to modification to conform with the then current governmental regulations) and, prior to the Community Completion Date, as deemed appropriate by Declarant, in its sole discretion.

Section 9. Additional Insured. The Declarant, and its lender(s) shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

Section 10. Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provision of Section 11 of this Article hereinafter, the Declarant, for each Lot owned within the Properties, 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 agrees to pay to the Association: (1) annual assessments or charges; (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) Special Assessments against individual Owners under Article XXII of this Declaration. The annual and Special Assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Area, and for the exterior maintenance under Article XXII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Five and no/100 Dollars (\$75.00) 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 twenty-five percent (25%) above the assessment for the previous year without a vote of the membership.

(b) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) 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 may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent 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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 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 such meeting, the presence of members or proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and Special Assessments, other than assessments under Article XXII of this Declaration, shall be fixed at a uniform rate for all Lots except as is provided by Section 11 hereinafter. Assessments may be collected on an installment basis at the discretion of the Board.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the substantial completion of landscape improvements on the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 of the annual assessment shall be January 1 of each year. 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.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. If any Assessment is not paid within fifteen (15) days after the due date, a

late fee of \$25.00, per month, together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Lot, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Declarant set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Declarant, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida, shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Obligations of Declarant. Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to any Lot owned by Declarant upon which has been constructed a dwelling unit; and provided further, that the Declarant's exemption from payment of assessments shall terminate upon termination of Class "B" membership in the Association or upon Declarant's written waiver of this exemption, whichever event shall first occur. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against Owners other than Declarant; provided, however that in no event shall Declarant be liable for payment of an obligation in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect. The Delcarant's obligation hereunder shall not apply

to nor include new capital improvements made to Common Areas within the properties from and after the date of the termination of Class "B" membership.

ARTICLE IX EASEMENTS

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes as depicted on the Plat of Swift Creek Woods, as the same may be amended by Declarant from time to time.

Section 2. Easement for Maintenance of Landscaping and Entrance. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive easement for the maintenance of any landscaping over and across the property depicted as a landscape and entrance area on the Plat of Swift Creek Woods.

Section 3. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street-related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

Section 4. Conservation and Natural Areas. There is hereby reserved and created a perpetual easement for natural or buffer areas and a perpetual conservation easement over and across the properties described generally in Exhibit "D" attached hereto.

Section 5. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon, or be designed as a part of, the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes. The use of the ingress and egress easements shall be subject to such restrictions as to usage and Rules and Regulations as promulgated, from time to time, by the Declarant and/or Association. Specific and/or additional easements may also be created, from time to time, by Declarant and/or Association, in accordance with the provisions hereof.

Section 6. Of Record. The Properties are subject to easements, reservations, restrictions, conditions, declarations and limitations of record, now or hereafter created. In the event Declarant or Declarant's nominees, or an entity affiliated with either of them, files, or joins in, additional matters of record relating to all or a portion of the Community which effect the

Properties, then the Properties shall be subject to the terms thereof as if they were recorded prior to the recording of this Declaration.

Section 7. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Declarant and such other parties over, upon, across, and under the Properties as may be required in connection with the development of the Community, Properties, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots and Homes, and other lands designated by Declarant.

Section 8. Easement for Encroachments. In the event that any improvement upon Common Area or Lot, as originally constructed, shall encroach upon any other property or improvements thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

Section 9. Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Properties (including Lots and/or Homes) for cable t.v., security systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 10. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Properties (including Lots, and Homes) for the reasonable and necessary maintenance of Common Area, utilities, cables, wires and other similar facilities.

Section 11. Drainage. A nonexclusive easement shall exist in favor of Declarant, the Association, and their designees, and the Water Management District having jurisdiction over the Properties over, across and upon the Properties for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Properties (including Lots and Homes) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Properties and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration.

ARTICLE X ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. It is the intent of this Declaration to create a general plan and scheme of development of the Properties of high quality. Accordingly, the Architectural Committee shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements within the Properties by Owners other than Declarant or its respective nominees. The Architectural Committee shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, and location of any proposed improvements, relationship to surrounding structures and topography and as to conformity with such other reasonable requirements as shall be adopted by Architectural Committee. The Architectural Committee may only approve such architectural plans for the construction of Homes that Declarant has designated as approved plans. The Architectural Committee may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed by applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

Section 2. Master Plan. The Declarant has platted the Properties and established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Plat, Master Plan or any site plan, at any time, as it deems desirable, in its sole discretion and in accordance with applicable laws and ordinances.

Section 3. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated, from time to time. The Community Standards as promulgated, from time to time, shall be effective from the date of adoption. The Community Standards as promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

Section 4. Architectural Control Committee. The Architectural Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The Architectural Committee shall consist of a minimum of two (2) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the Architectural Committee, and to appoint, remove and replace all members of the Architectural Committee. The Declarant shall determine which members of the Architectural Committee shall serve as its chairman and co-chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the Architectural Committee shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant, in its sole discretion may elect, the Declarant shall assign such rights to the Association.

Section 5. Membership. There is no requirement that any member of the Architectural Committee be a member of either the Association or an Owner.

Section 6. Quorum. A majority of the Architectural Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. In lieu of a meeting, the Architectural Committee may act in writing.

Section 7. Duties of the Architectural Committee. No material improvements, change in color, landscaping, or augmentation of existing landscaping which is visible from the exterior of the Home shall be constructed, erected, removed, planted or maintained, nor shall any material addition to or any change, replacement or alteration of the improvements constructed by Declarant which is visible from the exterior of the Home be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee may only approve such architectural plans for the construction of Homes that Declarant has designated as approved plans. The plans and specifications shall include, without limitation, the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks and all other improvements.
- (4) The contractor who will perform and be responsible for all work, his telephone number and address.
- (5) A landscape plan which may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy. Front yards shall be sodded to the pavement edge of the street unless this requirement shall be waived in writing by the Architectural Committee. Side and rear yards shall also be sodded. Foundation plants having a height of at least eighteen (18) inches shall be planted along the front elevation. The Architectural Committee may in its discretion require the planting of two (2) trees as part of its requirements.

Section 8. Procedure. Each owner shall, in applying for the approval of the Architectural Committee follow the following procedures:

- (a) Each applicant shall submit an application to the Architectural Committee with respect to any proposed improvement or material change in an improvement, together with the required information and fee(s) as established by the Architectural Committee. The application shall include such information as may be required by the application form adopted by the Architectural Committee. The Architectural Committee may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the Architectural Committee, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered

landscape architect or designer showing all existing trees and major vegetation stands and a surface water drainage plan showing existing and proposed design grades, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion, all as reasonably specified by the Architectural Committee

(b) In the event the information submitted to the Architectural Committee is, in the Architectural Committee's opinion, incomplete or insufficient in any manner, the Architectural Committee may request and require the submission of additional or supplemental information. The owner shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) business days after receipt of all information required by the Architectural Committee for final review, the Architectural Committee shall approve or deny the application in writing. The Architectural Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the Architectural Committee's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the Architectural Committee shall consider the suitability and aesthetics of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the Architectural Committee fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved by the Architectural Committee

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the Architectural Committee

(e) In the event that the Architectural Committee disapproves any plans and specifications, the applicant may request a rehearing by the Architectural Committee to re-review the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Architectural Committee, unless applicant waives this time requirement in writing. The Architectural Committee shall make a final written decision no later than thirty (30) days after such meeting. In the event the Architectural Committee fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved.

(f) Upon continued disapproval, and unless the members of the Board and Architectural Committee are the same, the applicant may appeal the decision of the Architectural Committee to the Board within thirty (30) days of the Architectural Committee's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the Architectural Committee, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the Architectural Committee shall be subject to the approval of the Architectural Committee in the same manner as required for approval of original plans and specifications.

Section 10. Variances. The Association or Architectural Committee shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section 11. Permits. In connection with any approved improvements, the Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 12. Excavation. The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, back filling, etc., for utility trenches and house construction, the color and composition of roofing materials, color and composition of bricks, stucco or siding, types of windows and the style of architecture. Such standards and requirements may include, but not necessarily be limited to the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; back filling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood. Standards and requirements established by the Architectural Committee may be modified or changed from time to time.

Section 13. Drainage. Notwithstanding anything contained herein to the contrary, no change shall negatively affect drainage or drainage facilities serving either the Lot or the Community, without proper remediation as required by the Architectural Committee

Section 14. Solar Devices. To the fullest extent permitted by law, the Architectural Committee shall have the right to regulate the design, aesthetics, placement, and method of affixing solar collectors or other energy devices based upon renewable resources. These rights are reserved to the Architectural Committee for the health, safety and welfare of not only the Owner desiring to install such collectors or devices, but for the protection of all Owners in the Community. It is not the intent of this Section to prohibit or have the affect of prohibiting such collectors and/or devices.

Section 15. Television reception devices. No exterior television antenna may be constructed or placed on a Home or elsewhere on a Lot. Each Owner may install a television

satellite dish not in excess of twenty (20) inches in diameter, subject to prior written approval by the Architectural Committee, obtained in accordance with this Article, of the design, aesthetics, placement, and method of affixing such satellite dish.

Section 16. Construction by Owners. The following provisions govern construction activities after consent of the Architectural Committee has been obtained:

- (a) Each Owner shall deliver to the Architectural Committee copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, common areas and other such Areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the Architectural Committee. All refuse and debris shall be removed or deposited in a confined or screened area on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Lots in the Community or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with such additional rules and regulations relating to the construction site as promulgated by the Architectural Committee from time to time.
- (b) There shall be provided to the Architectural Committee, a list, (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers and the employees of each of them (collectively, "contractors") and changes to the list as they occur during construction. Each contractor shall utilize those roadways and entrances into the Community as are designated by the Architectural Committee for construction activities. The Architectural Committee shall have the right to require that each contractor check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Architectural Committee.
- (c) Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its contractors. In the event of any violation of any such terms or conditions by any contractor, or, in the opinion of the Architectural Committee, the continued refusal of any contractor to comply with such terms and conditions, after five (5) days notice and right to cure, the Architectural Committee shall have, in addition to the other rights hereunder, the right to prohibit the violating contractor from performing any further services in the Community.
- (d) The Architectural Committee may, from time to time, adopt standards governing the performance or conduct of owners and contractors within the Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply

with same. The Architectural Committee may also promulgate requirements to be inserted in all contracts relating to construction within the Community and, if so, each Owner shall include the same therein.

Section 17. Inspection. There is specifically reserved to the Association and Architectural Committee and to any agent or member of either of them, the right of entry and inspection upon any portion of the Properties for the purpose of determination whether any violation exists of the terms of any approval or the terms of this Declaration or the Community Standards.

Section 18. Violation. If any improvement shall be constructed or altered without prior written approval of the Architectural Committee, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or Architectural Committee, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association or Architectural Committee. The costs and fees shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The Architectural Committee and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

Section 19. Court Costs. In the event of litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the Association and/or Architectural Committee shall be entitled to recover court costs, expenses and attorneys' (and paralegals') fees in connection therewith.

Section 20. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Architectural Committee, the Association and/or Architectural Committee may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

Section 21. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Architectural Committee, the Association shall also have the right to levy a fine against the non-complying party of up to \$25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration.

Section 22. Certificate of Occupancy. Prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of occupancy from the appropriate governmental authority.

Section 23. - Community Standards. The Association may, from time to time, adopt, publish or modify Community Standards. The Community Standards shall not require any Owner to alter any approved improvements previously constructed.

Until the Community Completion Date, the prior consent of Declarant concerning the adoption of, and any changes to, the Community Standards must first be had and obtained, which may be granted in its sole discretion.

Section 24. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Declarant including, without limitation, improvements made or to be made to the Common Area, or any Lot, shall not be subject to the review of the Architectural Committee, Association, or the provisions of the Community Standards.

Section 25. Exculpation. Neither the Declarant, the Association, the directors or officers of the Association, the Architectural Committee, the members of the Architectural Committee, nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Declarant, the Association, Architectural Committee or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the Architectural Committee or the members of the Architectural Committee, or their respective agents, in order to recover any damages caused by the actions of the Declarant, Association, or Architectural Committee or their respective members, officers, or directors in connection with the provisions of this Article. The Association does hereby indemnify, defend and hold the Declarant and the Architectural Committee and each of its members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, Architectural Committee or their members, officers and directors. Neither the Declarant, the Association or its directors or officers, the Architectural Committee or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE XI LAND USE AND BUILDING TYPE; MATERIALS

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. All Homes must have 80% stucco or brick on the front elevation facing the street or utilize Hardi-Board for the front elevation. No vinyl or aluminum siding shall be allowed unless

other approved materials shall be unavailable and unless specifically approved by the Architectural Committee. All driveways shall be concrete. All Homes constructed or erected on the corner lots adjacent to the main entrance or the corner lots adjoining any other access road at its intersection with Pedrick Road must be brick or stucco on the front and sides of the residence.

ARTICLE XII SUBDIVISION OF LOT

No Lot shall be re-subdivided except by Declarant. This provision shall not prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent lot, provided that the Declarant has approved such conveyance in writing and provided further that such is done in accord with City of Tallahassee subdivision regulations. Such approval shall be in the sole discretion of the Declarant.

ARTICLE XIII DWELLING SIZE; MINIMUM ROOF PITCH

No dwelling shall be permitted on any Lot unless the ground floor area (heated and air conditioned space) of the main structure contains at least 1,700 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 900 square feet for the first floor of a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor areas of the entire dwelling contains at least 1,700 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements). Unless otherwise specifically approved by the Architectural Committee, the minimum roof pitch shall not be less than 7' or more than 12' and roof covering shall be an architectural shingle approved by the Architectural Committee.

ARTICLE XIV BUILDING, DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than twenty (20) feet to the front Lot line; nearer than twenty (20) feet to the rear Lot line; nearer than seven and one-half (7 ½) feet to a side-interior Lot line or any combination of setbacks on each side that equals at least fifteen (15) feet, provided that no setback shall be less than five (5) feet; or nearer than fifteen (15) feet to any side street line. For the purpose of this article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up or turn-around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be located nearer to the front Lot line than the rear of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article X of this Declaration. The detached single-family residences shall face the street. No landscaping or other improvement which obstructs horizontal

sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty (20) feet from the intersection of the street lines. In the case of a rounded corner, the twenty (20) feet shall be measured from an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) foot radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement.

Trees may be planted and maintained by an Owner within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XV GARAGES AND CARPORTS

Each building shall have a garage attached thereto together with a functioning garage door. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. Side entry garages may be required for lots having a width of 110 feet measured at the building envelope for the residence.

ARTICLE XVI NUISANCES

No activity shall be conducted upon the Properties which constitutes a nuisance under applicable law. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot or Common Area.

ARTICLE XVII TEMPORARY STRUCTURES

No trailer, shed, shack, garage, barn, basement, tent, storage building, or other temporary building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or storage room, either permanently or temporarily.

ARTICLE XVIII SIGNAGE

No signage shall be allowed within the Properties without the express written approval of the Architectural Committee; provided, however, that subject to the express written approval of the Architectural Committee, Owners shall be allowed to displayed to the public view on any Lot, one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease. Prior to the placement, erection, or construction of any signage within the Properties or on a Lot, a request for approval shall be submitted to the Architectural Committee in writing, accompanied by detailed plans and drawings of the proposed signage and the location and size of the signage. Notwithstanding the foregoing, the Declarant shall have the