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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CITRUS SPRINGS, VILLAGE "G"**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR CITRUS SPRINGS, VILLAGE "G"(the "Declaration") is made this 29th day of JUNE, 2006 and contains certain covenants and restrictions made by Tousa Homes, Inc., a Florida corporation (the "Developer"). 8-

DEVELOPMENT PLAN

CITRUS SPRINGS PLANNED UNIT DEVELOPMENT is a planned unit development ("CITRUS SPRINGS PUD") located in Indian County, Florida. The land plan for the CITRUS SPRINGS PUD community contemplates a variety of land uses, including and without limitation: single family detached homes, cluster homes, condominium units and various compatible commercial uses. The land plan contemplates public or private streets, open spaces, sanitary sewer, and drainage and water services. The Developer intends to develop a subdivision to be named Village "G" to be located within the CITRUS SPRINGS PUD. The Developer anticipates that there will be a total of 71 lots in Village "G". The Developer intends to subject all of the property identified in the Plat for Village "G" to these Covenants and Restrictions. Village "G" is a subdivision of the CITRUS SPRINGS PUD.

At the time of their development, each subdivision and condominium in the CITRUS SPRINGS PUD will be subjected to use restrictions and architectural controls. These use restrictions and controls are contained in documents entitled Master Declaration of Covenants, Conditions and Restrictions for Citrus Springs, recorded in Official Records Book 1404, Page 0770 of the Official Public Records of Indian River County, Florida ("Master Covenants"). The Master Covenants provide for their enforcement by an overall Master Association ("Master Association"). Each owner of a lot or unit in CITRUS SPRINGS PUD which has been subjected to the Master Covenants is a member of the Master Association and of the Subdivision Association for the Subdivision where their Lot is located. In addition to the Master Covenants, other covenants and restrictions may be imposed on a subdivision by the developer of that condominium or subdivision. These covenants relate only to Village "G" and are generally enforced by a subdivision association as hereinafter defined. The Developer anticipates that Village "G" will be encumbered by both the Master Covenants, which will be enforced by the Master Association, and by this Declaration which pertain only to Village "G", which will be enforced by the Subdivision Association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Village "G" which is described in the Plat of Village "G", recorded in Plat Book 21, Page 45-47, of the Public Records of Indian River County, Florida (hereinafter the "Plat") and additional plats of land annexed into Village "G", and subjected to and encumbered by the covenants and restrictions contained in this Declaration. This Declaration is sometimes referred to as the "Covenants." For purposes of this Declaration the term "Village "G" shall mean the property identified and known as Village "G" in the Plat, and subsequent Plats recorded in the Public Records of Indian River County, Florida.

Developer declares that Village "G" shall be conveyed and occupied subject to all matters set forth in this Declaration, the Plat and the Master Covenants. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in Village "G" after the recording of these Covenants in the Public Records of Indian River County, Florida.

ARTICLE 1
MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this Declaration are for the purpose of protecting the value and desirability of Village "G" and made for the mutual benefit of each and every owner of a lot in Village "G". They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guests, tenants and invitees shall comply with the provisions of these Covenants while present within Village "G".

ARTICLE 2
DEFINITIONS

In addition to any terms defined in and throughout this Declaration, the following words when used in this Declaration shall have the following meaning:

2.1 "Assessments" shall mean all annual, special, and other assessments and monetary obligations made or imposed by the Association against lots in Village "G" made in accordance with the terms of these Covenants.

2.2 "Board of Directors" or "Board" shall mean the Board of Directors of the Association as defined herein.

2.3 "Common Property" or "Common Area" shall mean Tracts G3, 4, 5, 6 ^{+ PRIVATE ROAD RIGHTAWAY}, as shown in the Plat and all other real property (including improvements thereto) owned by the Association, which is intended for the common use and benefit of all owners and which is to be deeded to the Association at the time that the control of the Association is turned over to the owners.

2.4 "Lot" shall mean each lot or plot of land shown on the Plat for Village "G" subdivision map, regardless of whether a dwelling has been constructed on such lot, with the exception of the Common Property and/or any road right-of-ways dedicated to a public authority or the Association.

2.5 "Master Association" shall mean CITRUS SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, incorporated on May 8, 2000. The Master Association is responsible for maintaining the Common Property of the CITRUS SPRINGS PUD, including without limitation, the Stormwater Management System for CITRUS SPRINGS PUD.

2.6 "Owner" shall mean each person who owns record title to a Lot within Village "G", including contract sellers, but excluding those that have such interest merely as security for performance of an obligation.

2.7 "Declarant" or "Developer" shall mean and refer to Touse Homes, Inc., a Florida corporation, and its successors and assigns. The Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed the Declarant and may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

2.8 "Subdivision" shall mean all the property known as Village "G" being a part of the CITRUS SPRINGS PLANNED UNIT DEVELOPMENT, initially identified in the Plat, recorded in the Public Records of Indian River County, Florida, and all other property subject to and encumbered by these Covenants by the Developer or otherwise annexed into Village "G" as provided herein.

2.9 The "Association" or the "Subdivision Association" shall mean and refer to Village "G" Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

2.10 "Surface Water" or "Stormwater Management System" shall mean a system which 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. Tracts SLAND G2 of the Storm Water Management System will be owned and maintained by the Subdivision Association.

2.11 "Declaration" and "Covenant" shall mean and refer to this Declaration of Covenants, and Restrictions of Village "G" and all amendments hereto.

2.12 "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

2.13 "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

2.14 "Governing Documents" shall mean and collectively refer to the Declaration and the Articles of Incorporation and Bylaws of the Association.

2.15 "Master Association Assessments" shall mean and refer to those charges made by Master Association from time to time against the Property for the purposes set forth in the Master Declaration.

2.16 "Master Documents" shall mean and refer to the documents identified in the Development Plan section of this Declaration including the Master Declaration of Covenants, Conditions, and Restrictions for Citrus Springs (hereinafter the "Master Declaration") and any supplement or amendment to the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, as the same may be amended from time to time and filed in the Public Records of Indian River County, Florida.

2.17 "Property" or "Properties" shall mean and refer to that certain real property described in the Development Plan and Purpose sections of this Declaration and such additions thereto as may be brought within the jurisdiction of the Association.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two classes of voting Membership:

Class A: Class A members shall be all owners, with the exception of the Declarant, of any plot of land shown upon any recorded plat of the Property ("Lot" or "Lots"). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be a member, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant as defined herein who shall be entitled to five (5) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of either of the following events:

(a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) fifteen (15) years from the date of the original recording of the Declaration in the public records of Indian River County, Florida; or

(c) at the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Corporation).

3.3 **General Matters.** When reference is made herein, or in the Articles of Incorporation, By-Laws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE 4
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

4.1 **Property Subject to Declaration.** The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

4.2 **Additions to the Property.** The Developer and the Association reserve the right to add or cause to be added other real property, not now included within the Property to the Property, and such additional real property shall be subject to the provisions of this Declaration.

4.3 **Annexation Without Association Approval.** The Developer may from time to time bring, in whole or in part, additional real property under the provisions hereof by recorded supplemental declaration or amendment hereto, which shall not require the consent of the existing Owners, or the Association, or any mortgagee or the Federal Housing Administration or Veterans Administration, as long as the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the General Development Plan heretofore approved by the Declaration. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Indian River County, Florida an amendment or supplement hereto properly executed by the Developer and without the consent of the members of the Association.

4.4 **Additions or Modifications.** Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of any undeveloped parcels of property annexed pursuant to this Declaration which is the subject of such amendments or supplements to the Declaration, and are not inconsistent with the scheme of this Declaration, as determined by the Developer. Further, such amendments or supplements to the Declaration may contain provisions with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such property and pertaining to all or part of such undeveloped parcels, to the exclusion of the other portions of the Property.

4.5 **Platting.** As long as there is a Class B membership, the Declarant shall be entitled, at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner or the Association.

4.6 **Amendment.** As long as there is a Class B membership, the provisions of this Article cannot be amended without the written consent of the Declarant and any amendment of this Article without the written consent of the Declarant shall be deemed null and void, *ab initio*, unless subsequently approved and adopted by the Declarant.

4.7 **Recordation.** Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement or amendment to this Declaration in the Public Records of Indian River County, Florida, such real property described therein shall be committed and subjected to and encumbered by the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated and defined herein as Property.

4.8 **Merger.** Nothing in these Articles is intended to limit or restrict in any way the Association's rights or ability to merge with any other association as the Board may feel is in the best interests of the Association and its Members. Upon a merger or consolidation of the Association with another association, all Common Area, rights and obligations shall by

operation of law, be transferred to the surviving or consolidated association or, alternatively, shall become the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. However, no such merger or consolidation shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as provided herein.

ARTICLE 5

SUBDIVISION ASSESSMENTS

5.1 **General Purpose.** The Subdivision Association is organized for the purpose of providing common services to lot owners, owning and maintaining the lake and grounds, landscaping on Common Property, entrance sign and lights, street lights and providing the enforcement of the Declaration, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, insurance on Common Property, entrance sign and street lighting for "G" streets.

The Subdivision Association shall be responsible for the maintenance, operation and repair of the portions of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other Stormwater Management System capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. Any amendment to the Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District.

The Subdivision Association shall have the right to increase or reduce the level of services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association; except that, the Subdivision Association shall be responsible for the maintenance, operation and repair of the portion of the Stormwater Management System to be maintained by it and shall not delete, reduce or modify any services related to the stormwater management system without prior approval of the St. Johns River Water Management District. In order to pay for these services, the Subdivision Association shall charge assessments against the Lots and their owners. Each Owner is personally obligated for assessments which come due during the time such Owner owns the Lot.

5.2 **Enforcement of Assessments.**

5.2.1 **Personal Obligation.** Each owner is personally responsible and liable for assessments which become due during the time such owner owns the Lot. The personal obligation of an owner for assessments shall not pass to such owner's successors in title unless assumed by them.

5.2.2 **Lien.** All Lots are subject to a continuing lien to secure unpaid assessments due to the Subdivision Association in accordance with the provisions of these covenants, whether or not the deed to the Lot refers to these covenants. This continuing lien also secures interest on unpaid assessments and the cost of collecting unpaid assessments, including reasonable attorney's fees. Notice of the lien shall be given by recording a claim of lien in the Public Records of Indian River County, Florida, stating the Lot description, the name of the record owner, the amount due and the due date. A claim of lien may be filed against a Lot for unpaid assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any owner or the mortgagee of any owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the assessments levied against an owner and the Owner's Lot and whether the assessment has been paid. A properly executed certificate shall be binding on

the Subdivision Association as of the date of its issuance. The lien shall remain in effect until all sums due to the Subdivision Association have been fully paid.

5.3 **Annual Assessments.** The Subdivision Association shall fix the amount and due date of the annual assessment, the periods of collection, whether annually, semi-annually, quarterly or monthly. Initially, annual assessments shall be payable in equal monthly installments. The Board of Directors shall notify the owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. Annual assessments shall be uniform. The initial annual assessment for the first fiscal year shall be \$ _____. An additional "Capital Contribution Fee" equal to one-six (1/6) of the Annual Assessment for the year in which a Lot is sold to an Owner other than the Developer ("Capital Contribution") shall be payable at the initial closing of each Lot. The Capital Contribution shall be paid to the Association at the time of closing by the first purchaser of a Lot other than the Declarant. The Association may use the Capital Contribution for any of the purposes set forth in this Declaration. The Capital Contribution shall be paid directly to the Association.

5.4 **Date of Commencement of Annual Assessments.** The annual assessment for each Lot shall begin upon conveyance of the Lot to a Class A member who is not the Developer. The first annual assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual assessment shall be due and payable in advance in the installments and at the place established by the Subdivision Association at the time of such conveyance. ALL PROPERTY EXCEPT THAT WHICH IS LEGALLY PLATTED INTO INDIVIDUAL LOTS AS PER A RECORDED PLAT OF Village "G" SHALL BE EXEMPT FROM ASSESSMENTS. FURTHERMORE, ALL PROPERTY OWNED BY THE DEVELOPER, IN THE ORDINARY COURSE OF BUSINESS, INCLUDING INDIVIDUALLY PLATTED LOTS, SHALL BE EXEMPT FROM ASSESSMENTS, HOWEVER, THE DEVELOPER WILL PAY ALL COSTS INCURRED BY THE ASSOCIATION IN ACCOMPLISHMENT OF THE PURPOSES IDENTIFIED IN SECTION 5.1 HEREIN, IN EXCESS OF THE TOTAL AMOUNT COLLECTED BY THE ASSOCIATION THROUGH ALL ASSESSMENTS.

5.5 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be \$ _____ per Lot.

5.1.1 From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year by a maximum of ten percent (10%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

5.1.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment by more than ten (10%) percent, 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 that purpose, must occur.

5.1.3 The Board of Directors may fix the Annual Assessment at any amount not in excess of the maximum provided herein.

5.6 **Special Assessments.** In addition to the Annual Assessments, the Subdivision Association may levy a special assessment to pay in whole or in part for the cost of any major construction, reconstruction, repair or replacement of a capital improvement owned by the Subdivision Association or repair any privacy walls without concurrence of the owners. A major repair is a repair made to an existing capital improvement which exceeds Two-Thousand-Five-Hundred Dollars (\$2,500.00), and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement.

The Subdivision Association may also levy or collect a special assessment to acquire a new capital improvement or for any other purpose (other than major repair or replacement of a capital improvement) if the special assessment is approved by a vote of two-thirds (2/3) of the votes of each class of the Members of the Subdivision Association.

5.7 **Classes of Special Assessments.** There are two (2) classes of Lots for special assessment purposes:

5.7.1 Class I: All Lots which have a home constructed thereon which has been issued a certificate of occupancy.

5.7.2 Class II: All Lots which are not Class I Lots.

Special assessments for each class shall be uniform. Special assessments for each Class II Lot shall not be more than twenty-five (25%) percent of the assessment for Class I Lots.

5.8 **Effect of Non-Payment of Assessment; Remedies of the Subdivision.** Any assessment not paid within fifteen (15) days after the due date shall bear interest from the date due at the rate of EIGHTEEN (18%) PERCENT PER ANNUM or the highest rate allowed under the laws of the State of Florida, whichever is less, until paid. The Subdivision Association may bring an action against the owner of the Lot for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Subdivision Association may waive payment of late fees and interest on an assessment, but may not waive payment of the assessment. No member may waive or otherwise escape liability for assessments by non-use of Common Property or by abandonment of the Lot owned by such owner.

5.9 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for in this Declaration shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

5.10 **Damage by Owners.** The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace Common Property which is necessary by reason of the Owner's carelessness, neglect or willful action or by that of the Owner's family, his guests, agents, tenants or invitees. Any such expense shall be a part of the assessment to which the Owner's Lot is subject and shall be due any payable in the same manner as annual assessments provided for in these Covenants.

ARTICLE 6 **OWNER'S RIGHTS**

6.1 **Right to Use Common Property.** Each Owner and members of such owner's family residing with the Owner or the tenant of a non-resident owner has the non-exclusive right to use Common Property for the purpose for which it is intended, which shall be appurtenant to and shall pass with title to the Lot owned by the Owner, subject to the following provisions:

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

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

6.1.3 The right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication or transfer approved by two thirds (2/3) of each class of Members has been recorded.

6.2 **Utilities.** Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers and drainage lines constructed in the roads or other easements as shown on any Plat recorded for the Subdivision, as the same may be relocated from time to time, subject to regulations and ordinances of Indian River County.

6.3 **Lot Easements.** Unless the Association elects to maintain easement areas on the Property, each owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

ARTICLE 7

RIGHTS OF THE SUBDIVISION ASSOCIATION

7.1 **Enforcement Rights.** The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Section shall not be construed as a limitation of the rights of the Developer or any owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Subdivision Association to enforce the provisions of these Covenants, the Subdivision Association shall be entitled to recover its attorney fees and costs if it is the prevailing party.

7.2 **Other Assessments.** Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or homes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual assessment to which the Lot is subject and enforceable as provided in these Covenants.

7.3 **Common Property Rights.** The Subdivision Association shall have the right:

7.3.1 To adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the owners;

7.3.2 To convey, lease, grant an exclusive use or license in, or encumber any Common Property if authorized by two-thirds (2/3) vote of the Class A and Class B Members. No dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer, by the Class B membership (until Class B membership terminates) and thereafter by the president and secretary of the Subdivision Association certifying that the conveyance was approved by two-thirds (2/3rds) of the Class A members eligible vote, is recorded. The authorization contemplated by this subparagraph may be obtained at a meeting of the members or by execution of a written consent by the Owners of the requisite number of Lots, or both of such methods.

7.3.3 To grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the subdivision.

7.3.4 To assess fines for violation of these Covenants which shall be added to the next installment of the annual assessment to which the Lot is subject and be enforceable as provided in Section 5 of these Covenants.

7.3.5 To release any Common Property from the dedication to the Subdivision Association by the plat if approved by the Class B membership until it terminates and thereafter, by two-thirds (2/3rds) of the Class A voting membership.

7.4 **Association's Rights of Entry.** The Subdivision Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purposes of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements or other right of ways contained on any Plat for Village "G" which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

7.5 **Authorized Services.** The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

- 7.5.1 lighting of roads, sidewalks, walks and paths throughout the Property;
- 7.5.2 fire protection and prevention;
- 7.5.3 garbage and trash collection and disposal;
- 7.5.4 maintaining and repairing roadways, streets and right-of-ways conveyed to the Association;
- 7.5.5 conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;
- 7.5.6 maintaining gates, entranceway and signs;
- 7.5.7 protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;
- 7.5.8 maintenance of electronic and other surveillance devices;
- 7.5.9 installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;
- 7.5.10 such other services as are authorized in the Association's Articles or Bylaws;
- 7.5.11 cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or the other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
- 7.5.12 emergency repairs and other work on the Lots reasonably necessary for the proper maintenance and operation of the Subdivision, including, but not limited to party wall repairs.
- 7.5.13. Maintaining the Storm Water Management System.

ARTICLE 8
RIGHTS RESERVED BY DEVELOPER

8.1 **Eminent Domain.** If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide owners with access to their Lots and with utility service.

8.2 **Easements for Utilities and Cable Television.** Developer reserves a perpetual easement on, over and under the easements and Common Property shown on any Village "G" plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer reserves an exclusive easement over, on and under each Lot for the installation and maintenance of utilities, lines, wires, pipes, power, telephone, CATV, radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to such easements. All easements reserved by the Developer are and shall remain private easements and the sole and exclusive property of the Developer.

8.3 **Drainage Easement.** Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

8.4 **Maintenance Easement.** Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property and any easements thereon.

8.5 **Developer Rights re: Temporary Structures, Etc.** Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Notwithstanding anything in this Declaration to the contrary, Developer shall have the right to use the Property and any Lot for ingress and egress thereover, including the use of construction machinery and trucks thereon and no person shall in anyway impede or interfere with Developer, its employees or agents in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots or improvements thereon. Furthermore, the Developer may make such use of the Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including, but not limited to, maintenance of a sales office and model area, the showing of property, the display of signs, and the right to construct or place sales and construction offices of a temporary on the property. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Developer

8.6 **Further Restrictions.** So long as the Developer owns any Lot in Village "G", Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on the Property, any Lot in Village "G", and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Property.

8.7 **Release of Restrictions, Easements.** If a home or other structure is erected or the construction of a home or structure is substantially advanced in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any setback line, lot line, Common Property or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the home or structure over the lot line, or on the Common Property or the easement area, so long as the Developer, in the exercise of its sole discretion, determines that the release or easement will not materially adversely affect the health and safety of owners, the value of adjacent Lots and appearance of Village "G". Notwithstanding any contrary provisions of this Declaration, the Developer shall have the right without the approval or consent of any Member of the Association to convey any portion of the Common Property that is the subject of any encroachment by a home to the owners of the home. Nothing contained in this Section shall be construed to conflict with any adopted ordinance of Indian River.

8.8 **Easement for Access and Drainage.** The Developer and the Subdivision Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the Stormwater Management System. By this easement, the Developer and Subdivision 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, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Subdivision Association shall have a perpetual 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 River Water Management District.

8.9 **Survival.** Any and all easements, licenses, or other rights granted or reserved pursuant to this Declaration shall survive any termination of this Declaration and conveyance of any Lot and shall be deemed to run with the land more particularly described on any Plat for Village "G" and all other land annexed hereunder.

ARTICLE 9

MASTER ASSOCIATION RIGHTS

Common Areas in the CITRUS SPRINGS PUD community are maintained by the Master Association. Members of the Master Association are the owners of Lots and condominium parcels in each subdivision and condominium in CITRUS SPRINGS PUD. The Master Association for the CITRUS SPRINGS community has certain powers, rights and duties with respect to Village "G" and CITRUS SPRINGS PUD which are set forth in its Articles of Incorporation and By-Laws and in the Master Covenants. Generally the Master Association has certain maintenance, operation and management responsibilities with respect to its roadways, bridges, drainage facilities, rights of way, medians, entrance ways, traffic control systems, lakes and other common areas to be used in common with all residents of CITRUS SPRINGS PUD, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the CITRUS SPRINGS PUD Master Covenants. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates, but does not guaranty, that each Lot and condominium unit in CITRUS SPRINGS PUD shall be subjected to the Master Covenants as it is developed. Each Lot Owner in the Subdivision will be subject to the obligations set forth in the Master Covenants.

ARTICLE 10

ARCHITECTURAL CONTROLS

10.1 **Duties and Powers of Subdivision Association.** Except for the construction of homes and other improvements upon any Lot and improvements to the Common Property by the Developer, and except as otherwise provided in this Declaration, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY HOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOTS SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION OR AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND, IF CONSENT OF THE SUBDIVISION ASSOCIATION IS GRANTED, THE MASTER ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape device or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the home. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the homes. The Subdivision Association may adopt additional standards and criteria to effect the purposes of this Section and Article.

10.2 **Duties of Subdivision Association.** The Subdivision Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form. If the plans are not

approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- 10.2.1 Be not less than 1/8" - 1' scale.
- 10.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- 10.2.3 Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for an include the following items:

- 10.2.3.1 A landscape plan providing at least six (6) trees of species approved by the Subdivision Association, of 10'-12' minimum height;
- 10.2.3.2 A list of plant stock included in the plan; and
- 10.2.3.3 The size of such stock at the time of planting.

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be landscaped and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

10.3 Maintenance of Homes and Lots.

10.3.1 Each Lot, home and other improvement on the Lot shall be maintained by the Owner of such Lot in a neat and attractive condition. All landscaping on Common Property shall be maintained by the Subdivision Association. The Subdivision Association may, but is not required to, replace trees on Common Property. All Owners of Lots bordering any waterbody shall be responsible for maintaining their Lot and law thereon to the edge of the water.

10.3.2 In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Lot Owner, or through the willful or negligent acts of family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be the responsibility of the Lot Owner or those costs shall be added to and become part of the assessments of that Lot.

10.4 Miscellaneous Restrictions.

10.4.1 No fences shall be constructed on any Lot without the prior written approval of the Association which may be withheld for any reason. All shrub lines must be approved by the Subdivision Association prior to construction or installation. Additionally, all shrub lines must be approved by the Subdivision Association prior to construction or installation and fences may be constructed on any Lot with the prior written approval of the Association and all fences or hedges to be erected on any Lot within the Subdivision shall, at a minimum, comply with the following requirements and restrictions:

- a. All fencing must have written approval of the Association's Board of Directors prior to installation, which may be withheld for any reason.

- b. Unless otherwise set forth or required by any federal, state or local law, statute, rule, regulation, code or ordinance, no fence or hedge shall be erected within the Subdivision which shall unreasonably restrict or block the view of an adjoining Lot. For this purpose, a hedge or fence shall be maintained at a height not greater than five (5) feet and no wall or fence shall be erected or placed within the front set-back lines of any Lot, unless said wall or fence shall be ornamental and shall not in any manner impair the general scheme of said property. No wall or fence of any kind, whatsoever, shall be constructed on any Lot until after the height, type and design, and location thereof shall have been approved in writing by the Subdivision Association.
- c. Wooded fences, chain link fences or wire fences are not permitted on any residential Lots, except as expressly provided herein.

10.4.2 All Lots in Village "G" Cove are residential parcels and shall be used exclusively or single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association. No house constructed on a Lot shall have less than 1,800 square feet of living space.

10.4.3 Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers such as trash bags or trash cans or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. Swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. Clotheslines, if any, shall be contained within the fenced areas of Lots. No clothing or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use. Nothing herein contained shall be construed to conflict with §163.04, Florida Statutes.

10.4.4 No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Subdivision Association and all antenna, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur (ham) antennas shall, at a minimum, comply with the following:

- a. Only the following three types of television antennas are permitted.
 1. a flat plate antenna no larger than 14 inches by 14 inches by 2 inches may be installed on the side or back outside wall of a home under the eaves and shall not protrude more than 9 inches from the surface of the house. All such antennas shall be painted the same color as the adjacent surface of the house.
 2. A mast-type antenna (such as Yagi type) no larger than 24 inches in length, including the base, 1½ inches in diameter, may be installed on the side or back outside wall of a home provided that such antenna does not extend above the roof at the point of installation.
 3. A satellite antenna no larger than 20 inches in diameter may be installed on the side or back outside wall of a home, or on a railing, door or ground mount. If ground mounted, the top of the antenna may not be higher than 5 feet above the average grade at the perimeter of the house and the base shall be shielded by landscaping on all sides.
- b. No antenna shall be installed on the front of a home or in the front yard of a home. 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 3 inches from the surface of the house.

- c. The above dimensions are based upon common measuring standards, (feet and inches) physically taken (measured) from the furthest outside edge to furthest outside edge of installed equipment (length/width, height and depth). Manufacturers' listed dimensions are not determinative of actual dimensions.
- d. All other outdoor antennas, including, but not limited to, radio and shortwave, are prohibited with the exception of those installed by Indian River County Utilities for monitoring utility installations. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Subdivision Association, as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

10.4.5 All permanent game and play structures (those which are not readily or easily subject to movement or removal), including permanent basketball hoops and supports (hoops and supports which are implanted into ground, driveway areas or affixed to any improvements to a Lot or residential unit), shall be located adjacent to any driveway area or at the side or rear of the improvement, or on the inside portion of the corner Lots within the set back lines. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.

10.4.6 In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Subdivision Association is obtained.

10.4.7 Nothing shall be stored, constructed within or removed from any Common Area other than by the Subdivision Association unless prior written approval is obtained.

10.4.8 Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Subdivision Association without prior written consent of the Subdivision Association.

10.4.9 No animals, livestock, or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to any other Owner. Residents are encouraged to have such animals neutered. Pets shall be kept only in the home, within screened patio or pool areas, or fenced yards if permitted. No animal shall be permitted off the Lot unless on a leash. Pets shall not be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Subdivision Association and their Owners shall be held accountable for their actions. The Subdivision Association may establish limits on the number and kind of pets that may be kept or permitted on any Lot.

10.4.10 No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

10.4.11 No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. Excepted from the foregoing shall be activities of the Developer or the Subdivision Association, or any assignee of the Developer or the Subdivision Association, in dredging the water areas, creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

10.4.12 All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. "For Sale" signs shall not exceed four (4') square feet or be taller than thirty-six (36") inches and in accordance with uniform sign standards adopted by the Subdivision Association or Master Association or approved in writing by the Subdivision Association and Master Association as to appearance and location.

10.4.13 No hedge or shrub planting which obstructs sight lines at elevations between three (3') feet and six (6') feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25') feet rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

10.4.14 No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to home, each owner, on the request of the Subdivision Association, shall promptly replace the boxes previously employed for such purpose of purposes with all receptacles attached to homes.

10.4.15 No home shall be leased or rented for any period without the express consent of the Subdivision Association. A copy of the lease on each home shall be delivered to the Subdivision Association at or before the time the tenant takes possession of the home.

10.4.16 The parking of vehicles is restricted as follows:

10.4.16.1 **Automobiles.** Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages. Automobiles with advertising or logos shall be parked only in garages.

10.4.16.2 **Passenger Vans.** Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a "passenger van." A non-passenger van shall be subject to the same restrictions as a truck rated three-quarter (3/4) ton or less, as more fully provided herein.

10.4.16.3 **Trucks and Non-Passenger Vans.** Trucks rated three-quarter (3/4) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in Village "G" if parked in garages. Trucks of more than three-quarter (3/4) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in Village "G" unless present solely

for the actual and continuous repair or construction of residence, but in no event shall any such trucks remain parked in Village "G" for more than 3 months.

10.4.16.4 **Boats, Campers and Trailers.** Boats, campers and trailers shall be permitted to be parked in Village "G" only if parked in garages, unless necessary for cleaning, loading or unloading.

10.4.16.5 **Travel Trailers, Motor Coaches, Motor Homes and Mobile Homes.** Travel trailers, motor coaches, motor homes and mobile homes and any other trailer or vehicle not specifically permitted herein, shall not be parked in Village "G" at any time, unless necessary for cleaning, loading or unloading.

10.4.16.6 **Repairs.** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

10.4.16.7 **Hardship.** In cases of undue hardship, the Subdivision Association may grant a special exception of limited duration to the provisions of this section upon written request to the Subdivision Association.

10.4.16.8 **Lawns and Streets.** No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use. No parking in streets between midnight and 6:00 a.m.

10.4.17 Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other owners.

10.4.18 No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Subdivision Association whose decision shall be final.

10.4.19 No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Subdivision Association if it is non-metallic in appearance.

10.4.20 Unless appropriate written consents or permits are obtained from all applicable governmental agencies, each of the following activities within, or uses of, jurisdictional wetlands (that is, wetlands within the jurisdiction of the St. Johns River Water Management District, the Department of Environmental Protection, and the U.S. Army Corps of Engineers, or any of them) within Village "G" are hereby prohibited and restricted:

10.4.20.1 The construction, installation or placement of signs, buildings, fences, walls, roads or other structures and improvements in or above the ground of the wetlands;

10.4.20.1 The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials on jurisdictional wetlands;

10.4.20.3 The cutting or removal or destruction of trees, shrubs or other vegetation from wetlands; and

10.4.20.4 The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance from wetlands areas.

10.5 **Common Area.** Other than those improvements constructed by the Declarant, no improvements shall be constructed upon any portion of the Common Area without approval from the Subdivision Association

10.5.1 No activities constituting a nuisance shall be conducted upon any Common Area.

10.5.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

10.5.3 The Subdivision Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Subdivision Association.

10.6 **Property Maintenance.** In the event an Owner of any Lot shall fail to maintain a Lot and improvements situated thereon in a manner satisfactory to the Subdivision Association, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Subdivision Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien of an Institutional Lender.

10.7 **Fines.** It is acknowledged and agreed among all Owners that a violation of any of the provisions of these Declarations or this Article by an Owner or residence will result in irreparable harm to other Owners or residents and the Developer. Each Owner, the Association and the Developer shall have the right to order, enforce and file all actions to obtain orders or judgments for specific performance and injunction of the terms and provisions of these covenants and this Declaration. All Owners agree that a fine may be imposed by the Developer or Association for each day of violation of these covenants continues after notification by the Developer or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. Not paid within fifteen (15) days, the amount of such fine shall accrue interest at a rate of ten (10%) percent per annum, and shall be treated as a special assessment as provided in these Declarations.

**ARTICLE 11
UTILITY PROVISIONS**

11.1 **Water System.** The central water supply system provided by the Indian River County, Florida for the service of Village "G" shall be used as the sole source of water. Each owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot.

11.2 **Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Indian River County. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

11.3 **Electrical and Telephone Service.** All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Indian River County

**ARTICLE 12
GENERAL PROVISIONS**

12.1 **Privacy Wall.** The Declarant may construct privacy walls, fences, berm or swale areas within the Property ("Privacy Wall"). A Privacy Wall shall hereinafter be defined as any berm, swale area, wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative

or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

12.2 **Maintenance of Privacy Walls.** Unless the Association elects to maintain Privacy Walls, Owners shall be responsible for the maintenance of Privacy Walls situated on their respective Lot or Lots.

12.3 **Failure to Maintain a Privacy Wall.** To the extent an Owner does not maintain the Privacy Wall contiguous with the boundary line of that Owner's Lot, and the Association has elected not to maintain said Privacy Wall, the Association shall have the right to paint, repair or otherwise maintain that portion of the Privacy Wall. Upon the occurrence of such an event, the Association shall have the right to assess said Owner for the costs thereof and the enforcement provisions contained in this Declaration shall apply.

12.4 **Easement for Privacy Wall.** An easement is hereby created in perpetuity, in favor of the Declarant and the Association along the rear Lot lines of all exterior Lots (those Lots bordering other Lots, subdivisions, developments or property not within the Property) within the Subdivision, for the construction, management, inspection, painting, maintenance and repair of Privacy Walls along such rear Lot lines. The easement shall extend ten (10) feet from the rear Lot line of any and all exterior Lots of the Subdivision, into each affected Lot. Entry upon a Lot by the Declarant or the Association, or their agents, as provided herein, may occur without notice and shall not be deemed a trespass.

12.5 **Duration and Amendment.** These covenants and restrictions of this Declaration shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years from the date this Declaration is recorded after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformity with requirements described below. For so long as there remains Class B membership voting rights, the Declarant may amend, change, supplement, modify or terminate this Declaration without the approval of the Owners. In addition to any other manner herein provided for the amendment of this Declaration, these covenants and restrictions may be amended, changed, supplemented, modified or terminated at any time and for any reason from time to time upon the execution and recordation of an instrument approved by the Owners holding not less than two-thirds (2/3) vote of each class of membership in the Association. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Additionally, no such amendment shall adversely affect the right or lien of any Institutional Lender without such mortgagee's express consent. Additionally, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or the St. John's Water Management District, any other governmental agency or authority or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Any amendment or termination of any covenant, or part thereof, which would affect the Surface Water Management System, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District.

12.6 **Notices.** Any notice required to be sent to any person pursuant to any provision of these Covenants shall be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

12.7 **Severability.** Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

12.8 **Assignment by Developer.** Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, who acquire any part of Village "G" for development, in whole or in part, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in

these Covenants shall be for the benefit of Developer, its successors and any entities to whom such rights are assigned in writing. If the Developer sells, transfers, or assigns all of its then remaining interest in Village "G" to any person or entity, such person or entity shall be deemed to be the successor developer of Village "G" and the Class B member of the Subdivision Association; if Developer transfers or assigns less than all of its remaining interest in Village "G" to another person or entity, the successor in interest shall not be the successor developer or the Class B member unless the Developer specifically assigns its rights, obligations and privileges under these Covenants and the Articles of Incorporation of the Subdivision Association to such person or entity by instrument recorded in the Public Records of Indian River County, Florida.

12.9 **Disputes and Construction of Terms.** In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association for non-binding arbitration or mediation. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

12.10 **No Waiver.** The failure of the Association or Developer to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the Association or Developer to enforce such right, provision, covenant, or condition in the future.

12.11 **Enforcement/Attorney Fees.** In addition to any other rights or remedies provided in this Declaration, this Declaration may be enforced by the Developer, the Association, or any Owner by procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. In any action or proceeding to enforce the provisions of this Declaration or in any way relating to this Declaration, including, without limitation, any action for declaratory relief, the prevailing party shall be entitled to recover from the unsuccessful party all attorney fees incurred at all trial and appellate levels in addition to all other costs and other expenses.

12.12 **Indemnification of Officers, Directors or Agents.** The Association shall be entitled to indemnify and procure insurance for any person acting as an officer, director or agent for the Association.

12.13 **Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles of Incorporation shall take precedence over the By-Laws.

12.14 **Governing Law/Venue.** The construction, validity and enforcement of this Declaration shall be determined in accordance with the laws of the State of Florida and the exclusive venue for enforcement of this Declaration shall be in Indian River County, Florida.

IN WITNESS WHEREFORE, the Developer has executed this instrument on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

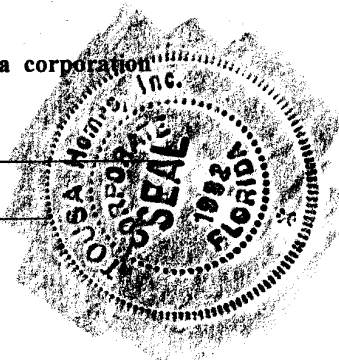
[Signature]
Witness Signature
Lynne G. [Signature]
Print Witness Name
[Signature]
Witness Signature
Charles Black
Print Witness Name

DEVELOPER:

TOUSA HOMES, INC., a Florida corporation

By: [Signature]

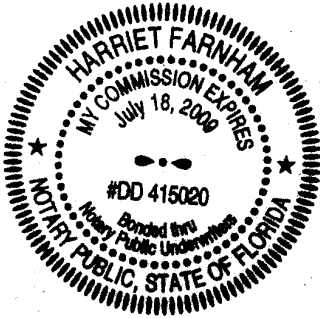
Its: Exec. V.P.



(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 29 day of June, 2005, by Touse Homes, Inc., as SXC V.P. of Touse Homes, Inc., a Florida corporation, who is personally known to me, or who has produced _____ as identification, and who did take an oath.



Notary Public, Signature Harriet Farnham
Print Notary Public Name Harriet Farnham
My Commission Expires July 18, 2009

**BY-LAWS OF
VILLAGE "G"
HOMEOWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation**

ARTICLE I - NAME AND LOCATION

The name of the corporation is the VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., (the "Association"). The initial principal office of the corporation shall be located at 123 NW 13th Street, Suite 300, Boca Raton, FL 33432, but the meetings of members and directors may be held at such places within the State of Florida, County of Indian River, as may be designated by the Association's Board of Directors.

ARTICLE II - DEFINITIONS

The terms and definitions used herein are further defined and clarified in the Declaration of Covenants and Restrictions for Village "G" (the "Declaration"), to be recorded in the Public Records of Indian River County, Florida. For purposes of these Bylaws certain terms are defined as follows:

1. "Articles" shall mean the Articles of Incorporation of VILLAGE "G" HOMEOWNERS ASSOCIATION, INC.
2. "Association" shall mean and refer to the VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation, and its successors and assigns.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
4. "Properties" or "Property" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
5. "Common Area" shall mean all real property owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the Owners and as more particularly described in the Declaration.
6. "Lot" shall mean and refer to any unit, parcel, tract or plot of land shown on any subdivision map or plat of the Properties on file or recorded in the Public Records of Indian River County, Florida with the exception of the Common Area, and/or road right-of-ways if dedicated

to a public authority or the Association. Each lot is subject to assessments and entitles each Owner to voting rights as hereinafter defined.

7. "Declarant" shall mean and refer to Tousa Homes, Inc. d/b/a Engle Homes South Florida, its predecessors in title, successors and assigns.

8. "Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

9. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Village "G" and any amendments or restatements thereof, all recorded in the Public Records of Indian River County, Florida.

10. "Village "G"" shall mean the overall Citrus Springs Village "G" - P.D. subdivision on file with Indian River County, Florida.

ARTICLE III - MEMBERS

1. **Qualifications.** The qualifications of members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles. All record Owners of Lots shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

2. **Membership Register.** The Association shall maintain a membership register at the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of the Association of any change of address of the Member or any change of ownership of the Member's Lot. Each Owner shall comply with any requests by the Association to furnish it with information about or evidence of the record ownership of the Lot. The Association shall not be responsible for making any changes to the register until notified of such change in writing.

3. **Voting Rights.**

(A.) **Determining the Voting Member.** The record ownership of each Lot shall be established by reference to the membership register for purposes of determining the "Voting Member" with respect to that Lot. When a lot is owned by more than one person, the Voting Member shall be designated by a certificate signed by all record Owners and filed with the Association. When a lot is owned by a corporation, partnership, limited partnership, or trust, the Voting Member shall be designated by a certificate filed with the Association and signed by the corporation's president or vice president, all the partnership's partners, all the limited partnership's general partners, or all the trustees, as the case may be. The Voting Member need not be an

Owner, nor one of the joint owners or officers, directors, partners or trustees of an Owner. Each duly executed and filed certificate designating the Voting Member shall be valid until the record Owner of the Lot files a written certificate or other notice revoking or amending the prior certificate or appearing, in person at a meeting and revoking the proxy or certificate.

- (B.) Failure to File Certificate. Owners who are required to file but fail to file a certificate as provided herein shall not be considered Voting Members for purposes of determining whether a quorum exists at membership meetings and shall not be permitted to vote at meetings on any issue.

4. Voting by Proxy. Voting Members may cast their votes in person or by a limited proxy relating to a specific issue or issues at a specific membership meeting. Owners may not vote by general proxy. Limited and general proxies may be used to establish a quorum. A Voting Member's proxy shall be valid only for the particular meeting specified in writing, signed by the Voting Member giving it, and filed with the Association's Secretary or designee before the scheduled time of the meeting to which it relates. Unless the proxy specifically indicates on its face that it is a proxy to vote as to a particular issue or question at the meeting, it shall entitle the holder to vote for the Voting Member on any issue that is properly published in the agenda before the meeting. Holders of proxies need not be Owners. A proxy is valid for a period of not longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure and in the sole discretion of the Owner. Proxies shall be automatically terminated upon conveyance by the Member of his Lot. Proxies may not be used for election of members of the Board of Directors.

ARTICLE IV - MEETING OF MEMBERS

1. Place of Meeting. All meetings of the Association membership shall be held on the Properties or at another suitable place in Indian River County, Florida, determined by the Board of Directors. Any notice of a membership meeting shall clearly indicate the place where it is to be held.

2. Time. Every membership meeting shall be scheduled on a date and at a time determined by the Board of Directors.

3. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date turnover is completed to the Association, as provided for in the Articles and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. unless a different time is established by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

4. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the vote of the Class A membership.

5. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. No business shall be conducted at any special meeting (except one of which no notice is required) other than the business identified in the notice of the special meeting.

6. **Attendance at Meetings.** Any person entitled to cast the votes of a Member, and in the event that any lot is owned by more than one person, all co-owners of a Lot, may attend any meeting of the Members. Any person not expressly authorized to attend the meeting of the Members, as set forth above, may be excluded from any meeting of the members by the presiding officer of such meeting.

7. **Organization.** At each meeting of the members, the President, or in his absence, the Vice President, shall act as chairman of the meeting. The Secretary, or in his absence, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the Board of Directors, at any reasonable time.

8. **Quorum.** Except as otherwise provided in the Articles, the Declaration, or these By-Laws one-tenth (1/10) of the votes of each class of membership entitled to cast a vote or if proxies entitled to cast, shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented. No notice of the rescheduled meeting need be given other than an announcement at the original meeting and a conspicuous posting of a notice of the first rescheduled meeting on the community properties.

9. **Vote Required to Decide Issues.** With the exception of the election of directors, the majority of the voting members who are present in person or by a limited proxy at a membership meeting and are entitled to vote at the meeting shall decide any question brought before the meeting for a vote, unless the question is one in which a different vote is required by the Articles or the Declaration. If some lessor or greater percentage of voting interest is required herein or in the Declaration or Articles, it shall mean such lessor or greater percentage of the votes of the Voting Members and not of the Owners themselves.

10. **Written Consent in Lieu of a Meeting.** Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by the approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to the Secretary or any other officer of the Association. Such written consent shall not be effective to take the corporate action referred to in the consent unless: (i) the consent is signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and (ii) the consent is delivered in the manner required by these By-Laws. Any written consent may be revoked in writing, delivered prior to the date that the Association receives the required number of consents to authorize the proposed action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

ARTICLE V - BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

1. **Number.** The affairs of this Association shall be managed by a Board of Directors of three (3) Directors, who need not be Members of the Association. The number of directors shall always consist of an odd number.

2. **Term of Office.** At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect three Directors for a term of one (1) year.

3. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. No Director shall continue to serve on the Board of Directors if, during the term of his office, his membership in the Association has been terminated for any reason.

4. **Compensation.** No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. **Action Taken Without a Meeting.** The Directors shall have the right to take any action required or permitted to be taken at a Board of Director's meeting without a meeting if the action is taken by all the Members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each Director. The action

taken pursuant to this Section is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section has the effect of meeting vote and may be described as such in any document.

ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members and non-members.

2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members in respect to each vacancy, shall vote in person at a meeting or by a ballot that the Voting Member personally casts, as many votes as the Voting Member is to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII - MEETING OF DIRECTORS

1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly or as the Board of Directors shall otherwise deem necessary to operate or manage the Association and shall be at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings of the Board of Directors shall be open to all Owners, and notices of meetings shall be posted in a conspicuous place on the Association's property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessment against lots are to be established shall specifically contain a statement that assessment shall be considered and a statement of the nature of such assessments. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival of the meeting, any objection to the transaction of affairs because the meeting was not lawfully called or convened.

2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

3. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**ARTICLE VIII - POWERS AND DUTIES
OF THE BOARD OF DIRECTORS**

1. **Powers.** The Board of Directors shall have power to:
 - A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
 - B. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
 - C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved for the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
 - D. declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
 - E. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
 - F. to borrow money and mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to owners;
 - G. to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;
 - H. to employ personnel to perform the services required for proper administration of the Association;

- I. to maintain bank accounts on behalf of the Association and designate signatories required on the accounts;
- J. to establish reasonable rules and regulations for the use of the Common Areas. To employ, dismiss, and compensate personnel reasonably required for operating the community property and administering the Association;
- K. to enforce the obligations of the Members, collect delinquent assessments by filing suit or other reasonable means, to abate nuisances, to enjoin Members from violating the Declarations; and
- L. enter into and upon any portion of the Property, including any Lot(s) when necessary to maintain or preserve any real or personal property in the event the respective Owner fails to do so.

2. **Duties.** It shall be the duty of the Board of Directors to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of all the Class A Members who are entitled to vote;
- B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each unit or projected unit at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- D. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these

certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- E. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- G. cause the Common Area to be maintained;
- H. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and
- I. mortgage or encumber common areas as set forth in the Declaration, and assign such assessments or portions thereof to owners.

ARTICLE IX - OFFICERS AND THEIR DUTIES

1. **Enumeration of Offices.** The officers of this Association shall be President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

3. **Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the board may, from time to time, determine.

5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. After the sale of all Lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. **Duties.** The duties of the officers are as follows:

- A. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President shall be the chief executive officer of the Association, vested with all the powers and duties that are usually vested in the office of the President of an Association.
- B. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- C. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.
- D. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X - COMMITTEES

The Association shall appoint an Architectural Review Committee as provided in Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and these By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII - ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within fifteen (15) days of its due date shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added. No owner may waiver or otherwise escape liability for any assessment by nonuse of the common area or abandonment of his lot.

ARTICLE XIII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation.

ARTICLE XIV - AMENDMENTS

1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have a right to veto amendments to these By-Laws while there is a Class B Membership in existence.

2. In the case of any conflict between Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

- A. The Association shall maintain accounting records for each property it maintains in the county where the property is located, according to good

accounting practices. The records shall be open for inspection by owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:

- (1) A record of all receipts and expenditures.
 - (2) An account for each lot and unit designating the name and current address of the lot and unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.
- B. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expenses, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each Member as more fully provided in the Declaration. Delivery of a copy of any budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.
- C. The depository of the Association shall be such bank of banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.
- D. An audit of the accounts of the Association shall be made annually by an accountant.
- E. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these By-Laws or with statutes of the State of Florida.

ARTICLE XVII - MISCELLANEOUS

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

2. **Notices.** Whenever notices are required to be sent or delivered pursuant to these By-Laws to an Owner, the notice will be mailed to the Owner at the address the Association has in its Membership Register. Notices to the Association shall be delivered by mail to the Secretary or the President of the Association at the place of business for the Association or such other address designated by the Association. Any party may change their mailing address by written notice to the other party. Whenever notices are required to be given under the provisions of the Articles, the Declaration or these By-Laws, a written waiver of notice signed by the person or persons entitled to such notice shall be deemed the equivalent of notice. Notice from the Association shall be deemed delivered when: (i) personally delivered to the Owner; or (ii) upon depositing in United States mail with postage prepaid and addressed to the place of residence for the Owner listed in the Membership Register. Notice to the Association shall be deemed delivered only upon actual receipt by the Secretary or President.

3. **Partial and Validity.** If any of these provisions of these By-Laws shall be or become enforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

4. **Non-Waiver.** No requirement or right contained in these By-Laws shall be deemed to have been waived by the Association's failure to enforce such requirement or right.

5. **Gender and Plurality.** Wherever the context so requires, the use of a masculine gender shall be deemed to include all genders, and the use of a singular gender shall include the plural, and the use of the plural shall include the singular.

6. **Captions.** The captions used in these By-Laws are solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows the caption.

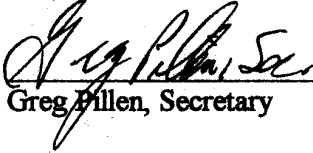
CERTIFICATION

I, the undersigned, hereby certify:

THAT I am the duly elected and acting Secretary of the VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted by consent of the Board of Directors.

IN WITNESS WHEREOF, I have here unto subscribed my name and affix the seal of the Association this ___ day of September, 200 .



Greg Billen, Secretary

State of Florida



Department of State

I certify from the records of this office that CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 5, 2005.

The document number of this corporation is N05000012191.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.


I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 405A00070596-120605-N05000012191-1/1, noted below.

Authentication Code: 405A00070596-120605-N05000012191-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Sixth day of December, 2005




David F. Mann
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 5, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000278364. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N05000012191.

Authentication Code: 405A00070596-120605-N05000012191-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Sixth day of December, 2005



David F. Mann
David F. Mann
Secretary of State



December 6, 2005

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC.
123 NW 13TH ST STE 300
BOCA RATON, FL 33432

The Articles of Incorporation for CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC. were filed on December 5, 2005, and assigned document number N05000012191. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000278364.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Dale White
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 405A00070596

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**ARTICLES OF INCORPORATION OF
CITRUS SPRINGS VILLAGE "G"
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under Chapter 617 of the Florida Statutes, as it existed on the date of incorporation, and all subsequent amendments thereto (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 123 NW 13th Street, Suite 300, Boca, Raton, FL 33432, which shall be the initial registered office and mailing address of the Association.

**ARTICLE III
INCORPORATOR**

David G. Larkin, Fallace & Larkin, L.C., 1900 S. Hickory Street, Suite A, Melbourne, FL 32901 is the sole incorporator of the Association.

**ARTICLE IV
REGISTERED AGENT**

Lynn Gaudet, whose address 123 NW 13th Street, Suite 300, Boca Raton, FL 33432 is hereby appointed as the initial registered agent of the Association.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide the architectural control of the residential lots and common area within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), and to promote the health, safety, and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. In connection therewith, the Association shall have the following powers:

- (a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in a Declaration of Covenants and Restrictions for Citrus Springs Village "G" (the "Declaration"), applicable to the Property and to be recorded in the Office of the Clerk of the Circuit Court, Indian River County, Florida and as the same may be amended from time to time as therein provided;

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- (b) Enforcing the provisions of the Declaration and these Articles of Incorporation, and the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.
- (c) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (f) To dedicate, sell, or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale, or transfer unless otherwise set forth in the Declaration;
- (g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;
- (h) To annex additional property and common areas in the manner set forth in the Declaration;
- (i) To have and to exercise any and all powers, rights and privileges which a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.
- (j) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures, and drainage easements.
- (k) To operate maintain and manage the Surface Water or Stormwater Management Systems in a manner consistent with the St. John's River Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein.
- (l) Maintaining, repairing, replacing, operating, and managing the common areas of this subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.
- (m) To make and establish reasonable rules and regulations governing the use of common areas in accordance with the terms and provisions as set forth and defined in the Declaration.
- (n) To enter into leases and agreements of every nature or kind.

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ARTICLE VI **MEMBERSHIP**

Every person or entity who is a record owner who holds a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described in Article VII hereof. The foregoing shall not to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII **VOTING RIGHTS**

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: Class A members shall be all owners, with the exception of the Declarant, of any plot of land shown upon any recorded plat of the Property ("Lot" or "Lots"). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant (as defined in the Declaration), who shall be entitled to five (5) votes for each Lot owned within the Property. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of either of the following events:

- (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) fifteen (15) years from the date of the original recording of the Declaration in the public records of Indian River County, Florida; or
- (c) at the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

ARTICLE VIII **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The Board of Directors shall be elected at the first meeting of the Association in the manner described in the Bylaws.

ARTICLE IX **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purpose.

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In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management Systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by St. John's River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE X
EXISTENCE AND DURATION

The existence of the Corporation shall commence with the filing of these Articles of Incorporation with the Secretary State, Tallahassee, Florida. The Corporation shall exist in perpetuity.

ARTICLE XI
AMENDMENTS

The Association shall have the right to amend these Articles at any time upon the affirmative vote of two-thirds (2/3) of each class (A&B) of the voting interests of the Association as described in Article VII hereof. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended, or rescinded thereafter in the manner provided therein.

ARTICLE XIII
ASSESSMENTS

The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structure, and drainage easements and for the maintenance and repair of the common areas within the Property, and other property of the Association, as set forth in the Declaration.

ARTICLE XIV
INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

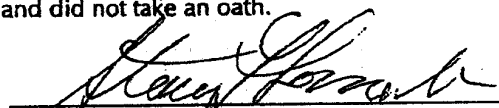
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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole Incorporator of this Association, has executed these Articles of Incorporation this 2 day of December.

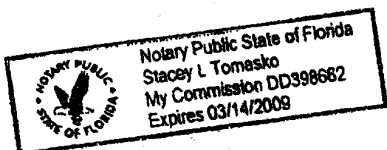

David G. Larkin, Incorporator

STATE OF FLORIDA
COUNTY OF ~~INDIAN RIVER~~ BREVARD

The foregoing instrument was acknowledged before me this 2 day of December 2005, by David G. Larkin who is personally known to me and did not take an oath.


Signature of Notary Public

Stacey L. Tomasko
Print Name of Notary Public
Notary Public State of Florida
My Commission Expires: 3-14-09



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CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

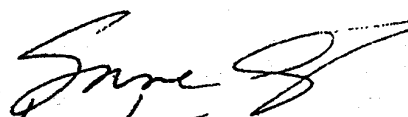
PURSUANT TO THE PROVISIONS OF SECTION 607.0501 OR 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/ REGISTERED AGENT, IN THE STATE OF FLORIDA.

- 1. The name of the corporation is:

CITRUS SPRINGS VILLAGE "G" HOMEOWNERS ASSOCIATION, INC.
- 2. The name and address of the registered agent and office is:

Lynne Gaudet
123 NW 13th Street, Suite 300
Boca Raton, L 33432

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Lynne Gaudet 

Dated: 11/29/05

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EXHIBIT "A"
LEGAL DESCRIPTION OF VILLAGE "G"

H05000278364 4

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EXHIBIT A
LEGAL DESCRIPTION
CITRUS "G"

A PARCEL OF LAND LYING IN TRACTS 13 AND 14, SECTION 21, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW INDIAN RIVER) COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 13 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 1723.90 FEET TO A POINT ON THE WEST LINE OF THE EAST 28.05 ACRES OF SAID TRACT 13 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 1479.14 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 55 SECONDS WEST, A DISTANCE OF 873.86 FEET TO A POINT ON A LINE WHICH IS 120.00 FEET NORTH OF, THE SOUTH LINE OF SAID SECTION 21 AND ALSO A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 80 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 775.93 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 51 SECONDS WEST, ALONG A LINE WHICH IS 120.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1479.14 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE EAST 28.05 ACRES OF SAID TRACT 13; THENCE NORTH 0 DEGREES 10 MINUTES 55 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 873.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.6625 ACRES, MORE OR LESS



St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

October 7, 2003

The Suntree Partners
PO Box 410999
Melbourne, FL 32935

SUBJECT: Permit Number 4-061-64317-4
Citrus Springs Subdivision

Dear Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on October 7, 2003.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis, Director
Permit Data Services Division

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

Agent: Schulke, Bittle & Stoddard, LLC
1140 7th Court Suite F
Vero Beach, FL-32960

GOVERNING BOARD

Duane Otenstroer, CHAIRMAN
JACKSONVILLE

Ometrias D. Long, VICE CHAIRMAN
APOPKA

R. Clay Albright, SECRETARY
EAST LAKE WEIR

David G. Graham, TREASURER
JACKSONVILLE

W. Michael Branch
FERNANDINA BEACH

Jeff K. Jennings
MATLAND

William Kerr
MELBOURNE BEACH

Ann T. Moore
BUNNELL

Catherine A. Walker
ALTAMONTE SPRINGS

notify the District staff that the system is ready for inspection and approval.

9. If the permitted system was not designed by a registered professional, within 30 days after completion of the stormwater system, the permittee must submit to the District the following: District Form No. 40C-1.181(14) (As built Certification), signed by the permittee and two (2) sets of "As Built" drawings when required by a special condition of this permit, or when the completed system substantially differs from permitted plans. This submittal will serve to notify the District staff that the system is ready for inspection and approval.
10. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days before the construction activity in that portion of the site has temporarily or permanently ceased.
11. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the Changes prior to implementation so that a determination can be made whether a permit modification is required.
12. Within thirty (30) days after sale or conveyance of the permitted stormwater management system or the real property on which the system is located, the owner in whose name the permit was granted shall notify the District of such change of ownership. Transfer of the permit shall be in accordance with the provisions of section 40C-612, F.A.C. All terms and conditions of this permit shall be binding upon the transferee. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
13. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to a local government or other responsible entity.
14. The operation phase of the permit shall not become effective until the requirements of Condition No. 8 or 9 have been met, the district determines that the system complies with the permitted plans, and the entity approved by the District in accordance with section 40C-42.027, F.A.C., accepts responsibility for operation and maintenance of the system. The permit cannot be transferred to such an approved, responsible operation and maintenance entity until the requirements of section 40C-42.028, F.A.C., are met, and the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District in accordance with section 40C-42.028, F.A.C., the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to subsection 40C-42.028 (4) F.A.C., the permittee shall be liable for compliance with the terms of the permit.
15. Prior to lot or unit sales, or upon completion of construction of the system, whichever occurs first, the District must receive the final operation and maintenance document(s) approved by the District and recorded, if the latter is appropriate. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity, Failure to submit the appropriate final document will result in the permittee remaining personally liable for carrying out maintenance and operation of the permitted system.
16. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-061-64317-4

DATE ISSUED: October 7, 2003

PROJECT NAME: Citrus Springs Subdivision

A PERMIT AUTHORIZING:

Construction of a surface water management system for a 138.42-acre single family subdivision to be known as Citrus Springs Subdivision.

LOCATION:

Section(s): 21 Township(s): 33S Range(s): 39E

Indian River County

ISSUED TO:

The Suntree Partners
PO Box 410999
Melbourne, FL 32935

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

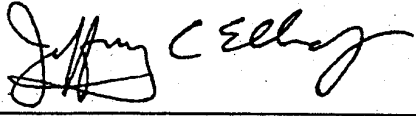
PERMIT IS CONDITIONED UPON:

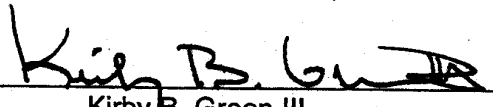
See conditions on attached "Exhibit A", dated October 7, 2003

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By: 
Jeff Elledge
(Director)

By: 
Kirby B. Green III
(Assistant Secretary)

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-061-64317-4
THE SUNTREE PARTNERS
DATED OCTOBER 7, 2003

1. This permit for construction will expire five years from the date of issuance unless otherwise specified by a special condition of the permit.
2. Permittee must obtain a permit from the District prior to beginning construction of subsequent phases or any other work associated with this project not specifically authorized by this permit.
3. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems and control structures during construction or siltation must be removed prior to final grading and stabilization.
4. The permittee must maintain a copy of this permit complete with all conditions, attachments, exhibits, and permit modification in good condition at the construction site. The complete permit must be available for review upon request by District representatives. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
5. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall be considered a violation of this permit.
6. District authorized staff, upon proper identification, must be granted permission to enter, inspect and observe the system to insure conformity with the plans and specifications approved by the permit.
7. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are hereby incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specification in chapter 6 of the Florida Land Development Manual: A guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
8. If the permitted system was designed by a registered professional, within 30 days after completion of the stormwater system, the permittee must submit to the District the following: District Form No. 40C-1.181(13) (As built Certification By a Registered Professional), signed and sealed by an appropriated professional registered in the State of Florida, and two (2) sets of "As Built" drawings when a) required by a special condition of this permit, b) the professional uses "As Built" drawings to support the As Built Certification, or c) when the completed system substantially differs from permitted plans. This submittal will serve to

interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40C-42.028, F.A.C.

17. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
18. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
19. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
20. This permit for construction will expire five years from the date of issuance.
21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. The project must be constructed and operated as per the plans received by the District on August 14, 2003.
25. The operation and maintenance entity shall inspect the surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the Altamonte Springs Service Center, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.