

GENERAL DEVELOPMENT CORPORATION)
A Delaware Corporation)
TO WHOM IT MAY CONCERN)

This Instrument Was Prepared By:
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1111 S. Bayshore Drive
Miami, Florida 33131

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 19th day of March, 1981 by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called "Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Schedules "A" and "B" attached to this Declaration and desires to create thereon a planned residential community with open spaces and greenbelts for the benefit of the said community; and

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

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, OAKWOOD VILLAS PROPERTY OWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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ARTICLE I.

DEFINITIONS

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

(a) "Association" shall mean and refer to OAKWOOD VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof, as more particularly described on Schedule "A" attached hereto.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as more fully described on Schedule "B" attached hereto.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Brevard County, Florida, and is more particularly described on Schedule

"A" attached hereto, all of which shall hereinafter be referred to as "The Properties".

Section 2. Common Properties. The properties described in Schedule "B" attached hereto, which includes streets and roadways, except SHEAFE STREET, are referred to as "Common Properties", shall be dedicated as recreational and/or park areas and for ingress and egress and the use of said common properties shall be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined.

Section 3. Additions to existing property. Additional land may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to 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 and restrictions established by this Declaration within the existing properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

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CLASS A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A Membership with all voting rights of Class "A" Membership on the happening of the following event:

When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; and the Developer is prepared to convey title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1 of this Article.

Section 3. Turnover. Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors, the then officers and directors shall submit their written resignations, the Class A members shall elect their own officers and directors and assume control of the corporation. Provided, however, that so long as General Development Corporation is the owner of one lot in the said subdivision, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only by the Developer.

The Developer can turn over control of the Association to members by calling a meeting for the election of any directors prior to the time it owns fewer than 25% of the Lots and in its sole discretion, by causing all of its appointed directors to resign.

At such time as the Developer's directors resign or the Developer is otherwise obligated to turn over control of the Association or call the first meeting of members for the election of directors, it shall be the affirmative obligation of the members to elect directors and assume control of the Association. Provided

at least 30 days notice of Developer's decision to cause its directors to resign or to hold the first meeting for the election of directors is given to members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after members first elect the members of the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots at all meetings of members whether annual or special.

Section 4. Quorum. Except as provided in Article V, Sections 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-third of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member subject to assessments as provided in Article V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common properties to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance

takes place and any easements granted by the Developer pursuant to Section 6 of this Article.

Section 3. Use of Common Properties for Drainage. The Common Properties may be used for drainage and the temporary retention of storm water run-off from The Properties and other contiguous property, as well as for open space, recreation, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

(a) In the event this Association is dissolved or otherwise ceases to exist, then in such event the Association shall have the right to assign, transfer and deliver over to a municipality or to any other like organization the powers herein reserved to this Association.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment and voting rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

(f) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Section 3 of this Article, and elsewhere herein; and

(g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, except the transfer of drainage areas to a special taxing district, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which thirty (30) days written notice was sent to each Member, a two-thirds (2/3) vote of each Class of Members was obtained, either in person or by proxy, agreeing to such dedication or transfer.

Section 5. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the Members entitled thereto. No parking shall be permitted in other than designated parking areas. There shall be no parking on any street in the subdivision, and particularly in front of any residential unit.

(a) In connection with the parking provisions as herein provided, the developer, and after turnover, the Association, will assign individual parking spaces to unit owners to the extent that each unit owner will be assigned one parking space in a parking area as close to his unit as possible. This will not convey any right, title or interest of the parking space in such unit owner, but will merely grant to such unit owner the exclusive right to the use of same, which right may be assigned in the event such unit owner sells or leases his unit.

Section 6. Utility Easements. There is reserved unto the Developer until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of temporary roads and public utilities on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 7. Party Walls. Each wall which is built as a part of the original construction of the cluster homes upon The Properties and placed on the dividing line between portions of the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Easement. Each unit owner grants to the owners of adjoining units and to the Association an easement over, upon, and across his land for the purpose of performing such maintenance as may be required including, but not limited to, repairing party walls, painting and lawn and sprinkler maintenance.

(e) Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 8. Party Roofs. Each roof which is built as a part of the original construction of the cluster homes upon the properties and placed on the premises, shall constitute a party or common roof and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party roofs and

liability for property damage due to negligence or willful acts or omissions shall apply thereto. In addition, the provisions contained in Subparagraphs (a) through (f) of Section 7 herein, referring to Party Walls, shall likewise apply to this provision concerning party or common roofs.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligations of Assessments.

Except as hereinafter more fully provided, the Developer, for each Lot owned by it within The Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (c) assessments for drainage maintenance. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as for the purpose of payment for drainage maintenance.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the Date of Commencement.

The first annual assessment shall be levied for the balance of the calendar year in which it is imposed, and shall become due and payable on the Date of Commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the number of months remaining in the year of the first annual assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. From the date of commencement of annual assessments, the initial annual assessment shall be six Hundred and no/100 (\$600.00)----- Dollars per Lot for all Class "A" Members. Except as hereinafter provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Prior to turnover of control of the Association to the Class "A" Members, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser or greater amount.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amount collected from the Class "A" Members and the Actual cost of maintenance. Thereafter, the Developer shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

From and after the date of such turn over, the annual assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year, or, at the discretion of the Board of Directors, the annual assessment may be increased annually, provided however, that such increase by the Board of Directors shall not be in excess of 10% above the assessment for the previous year.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes of each class of Members, who are voting in person or proxy, at a meeting duly called for this purpose. Written notice shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Provided further that no change in assessments affecting the Developer shall be made without the consent of the Developer first had and obtained.

Section 7. Quorum for any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. The Lot Owner (except the Developer) agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided in the Articles of the Association and the By-Laws. The Lot Owner agrees and understands that in the event that a Lot Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot Owner's Lot in the form of a statement signed by the President or Vice President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The lot Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to the recording of the lien hereunder. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale or any Lot or Living Unit shall be

effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; and (c) all properties exempt from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VI

ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee, which com-

mittee shall consist of three or more members. During the time that the Developer is in control of the Association, the Committee will consist of the following: the Secretary of the Association, the Assistant Vice President of the Environmental Planning and Design Office of General Development Corporation, and the General Manager of the community in which the subject property is located.

Section 2. Review by Committee. The Committee, in its review of all proposed construction, modifications, or alterations, shall be guided by the following standards of environmental control, to-wit: those included in Article IX hereof, and

(a) Architectural Control: No building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed 45 days after receipt thereof.

(b) Existing Trees: Existing trees on the property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental Control Committee.

(c) Landscaping Approval: No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the dwelling house on any lot or in common areas shall be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved by the Environmental Control Committee as to the preservation of the natural view and aesthetic beauty which each Lot and the community is intended to enjoy. Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the locations of same in relation to all other Lots subject to these restrictions.

(d) Committee Approval: Approval of said plans by the Environmental Control Committee may be withheld if in the opinion of the Committee the view of any Lot would be impeded by the location of such tree, bush, shrub or plant, or in any other manner. In any event, the Committee shall have the right to require any member to remove, trim, or prune any tree, or shrub, which in the reasonable belief of the Committee impedes or detracts from the view of any Lot.

Section 3. Variances. The Board of Directors of the Association or the Environmental Control Committee appointed by the Board may, with the approval of City of Palm Bay approve variances to the requirements of Article IX, Section 2.

Section 4. Attorney's Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with owner, or upon determination by the Association that an Owner has failed to maintain the exterior of his Living Unit in accordance with general standards of the community and above and beyond maintenance furnished by Association, then, after reasonable notice to the owner specifying such failure and upon owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each such Living Unit as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

The cost thereof shall be assessed to the owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association when establishing the annual assessment against each Lot or Living Unit for any

assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day except Sunday.

Section 4. Maintenance. Common area and individual unit maintenance may include, but is not necessarily limited to, the following items:

- (a) Grounds maintenance of the common area and individual unit areas, including mowing, fertilizing, insecticides, etc., when required, but excluding shrubbery maintenance for the individual units.
- (b) Irrigation system maintenance.
- (c) Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.
- (d) Air conditioning, roof, and interior and exterior maintenance of recreation building.
- (e) Parking lot cleaning and maintenance, as well as maintenance and cleaning of parking areas reserved to owners, tenants and guests.
- (f) Waste removal from common areas, if any.
- (g) Maintain perimeter feature.
- (h) Utilities for common areas including water, sewer and electricity.
- (i) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- (j) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- (k) A reserve for future maintenance and repairs.
- (l) Maintain the private streets and roads.
- (m) Maintain all common roofs, including costs of repair, repainting, replacement (when required as decided by the Board of Directors of the Association), payable by special assessment, and insurance thereon.
- (n) Maintenance of exterior of all buildings including repainting (when required, as decided by the Board of Directors of the Association), payable by special assessment.
- (o) Salaries of Manager and other employees.

Section 5. After turnover, the budget of the Association should provide for the following:

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- (a) Management fees;
- (b) Legal fees;
- (c) Accounting fees.

ARTICLE VIII

WATER AND SEWER UTILITIES

Section 1. Mandatory Connection. Developer and its wholly owned subsidiary General Development Utilities, Inc. (hereinafter referred to as "Utilities"), and their respective successors and assigns, hereby declare that, Developer, and all persons claiming by, through, and under Developer as owners of Lots or Living Units shall, within not more than sixty (60) days after the water distribution mains and/or sewage collection lines become available to serve a particular Lot or Living Unit be required to connect to and make use of the water and/or sewer services furnished by Utilities and shall pay to Utilities, in addition to the prescribed connection charges and monthly service charges then in effect under the rules, regulations and rate schedules of Utilities, a utilities extension fee (for plant capacity and main lines).

Section 2. Prohibition of Individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot or Living Unit from such time when central water and/or sewer service or services are made available.

Section 3. It shall be a requirement that no water closet be installed in any home to be constructed on any of the properties having a capacity in excess of 3.5 gallons.

Section 4. No individual pools will be permitted.

Section 5. Enforcement. The extension of water and/or sewer lines by Utilities into The Properties shall, as to each Lot or Living Unit and to the extent of the utilities extension fees referred to in Section 1 above, constitute and shall be deemed an improvement to each such Lot or Living Unit. In the event that developer or owner of Lots or Living Units claiming by, through or under Developer, fail or refuse to connect to and utilize the water and/or sewer systems of Utilities, when same become available and make payment of the utilities extension fees and/or charges as prescribed above, Utilities may enforce the obligation to connect and to make such payment, together with all costs of enforcement and collection, including a reasonable attorney's fee. Utilities shall, in addition to other remedies available to it as prescribed by Florida law, be entitled to have and enforce a mechanic's lien and give notice thereof among the Public Records of Brevard County.

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Section 6. General Development Corporation, as the Developer, reserves to itself and its successors and assigns all water rights below 400 feet in depth under all of the properties described in Schedules "A" and "B" attached hereto but with no right of surface access thereto.

ARTICLE IX

UNIFORM GENERAL REQUIREMENTS

Section 1. Residential Lots; Use and Minimum Square Footage Requirements.

All Lots in The Properties are designated as single family residence lots as more fully indicated in Schedule "A", and no principal building shall be constructed or erected on any single family residence lot other than single family town house homes of not more than two (2) stories. No single family residence shall be otherwise resubdivided.

Section 2.A. Minimum square footage and building set-back requirements shall be in accordance with the requirements of the municipality and/or county.

Section 2.B. Provided however, that the Board of Directors of the Association or the Environmental Control Committee, upon written application thereto as provided in Article VI, may, with the approval of the City of Palm Bay Building and Zoning Board, approve individual variances from the requirements of this Article IX, Sections 2A and 2B.

Section 3. Recreational Vehicles. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently.

Section 4. Parking. No truck or recreational vehicle or boat shall be parked overnight in areas zoned residential unless the truck is employed in the construction of new residential units.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any single family residence Lot, except signs permitted by City of Palm Bay, or signs used by a builder to advertise the property during the construction and sales period, all of which shall be approved by the City of Palm Bay Building and Zoning Department.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

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Section 7. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers and placed in the trash enclosures, if provided in the project. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

Section 8. Planting. No hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line 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. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6') feet above roadway intersection elevation to prevent obstruction of sight lines.

Section 9. Tree Preservation. No large trees measuring six (6") inches or more in diameter at ground level may be removed without the written approval of the Environmental Control Committee, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building. No trees shall be removed from any lot without the consent of the Environmental Control Committee, until the owner shall be ready to begin construction.

Section 10. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any lot or parcel.

Section 11. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the

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installation and maintenance of utilities. The easement area of each lot, tract, or parcel and all permitted improvements within said easement areas shall be maintained continuously by the owner of the lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible. Each owner is granted an easement over, upon and across the land of the adjoining owner on each side for the purpose of maintaining, painting and repairing the extension of the wall on said owner's property.

Section 12. Encroachment on Lots. In the event that any portion of any roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Developer or its designee, successor or assign encroaches on any Lot, it shall be deemed that the Owner of such Lot has granted a perpetual easement to the Owner of the adjoining Lot or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, sprinkler system or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, sprinkler system or structure if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 13. Easement for Walkways. The Developer reserves to itself and its successors and assigns the right to construct walkways between the town house homes for the benefit of the occupants and their guests, as well as for the purpose of maintenance of the lawns adjoining such areas. To this extent and for this purpose the Developer reserves an easement over and across said walkways.

Section 14. It is understood and agreed that said premises may not and shall not be used for convalescing or custodial care as a home occupation.

Section 15. Additional Rules and Regulations. So long as it retains control, the Developer, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

ARTICLE X

GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of Brevard County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots in the hereinabove described property have approved such amendment. Provided, however, no such amendment may be made subsequent to the date on which control of the Association is turned over to the Class "A" Members as provided herein, without written consent of General Development Corporation, its successors and/or assigns; provided further that no amendment affecting the rights or obligations of General Development Corporation, its successors or assigns, may be made after the "turn over" without written consent of General Development Corporation, its successors or assigns; and that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners.

Section 2. Duration. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section 1 of this Article. Thereafter, and after the expiration of said initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien

created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

ARTICLE XI

Section 1. There is reserved to the Association the ownership and control of all areas dedicated for drainage assessments so that the Association shall have the right and power to operate and maintain the drainage system.

Section 2. The Association reserves to itself the right to levy assessments against all Owners for the purpose of operating and maintaining such drainage system and in connection therewith, reserves to itself the lien rights as provided in Article VI, Section 9 hereof.

Section 3. In the event that the corporation is dissolved or its existence is otherwise terminated, then in such event the Association reserves the right to transfer and assign its ownership and control over such drainage maintenance areas to a municipality or to another property owners' association with like powers.

ARTICLE XII

There is attached to this Declaration and incorporated herein by reference as Schedule "C", a budget which shall be in full force and effect for the first year of operation of the said Association. Thereafter, and pursuant to the provisions of Article V, Section 4, paragraph 2, the Board of Directors may increase the amount of the annual assessment.

IN WITNESS WHEREOF; GENERAL DEVELOPMENT CORPORATION; a Delaware corporation, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County,

Florida, this 19th day of March, 1981.

GENERAL DEVELOPMENT CORPORATION

BY: [Signature]
Senior Vice President

ATTEST:
[Signature]
Assistant Secretary



STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this 19th day of March, 1981, before me personally appeared C. C. CRUMP and SAUL J. SACK, Senior Vice President and Assistant Secretary respectively of General Development Corporation, known to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
COMM. NO. 12345
EXPIRES 12/31/84
MIA 1000

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COM. NO. 12345 EXPIRES 12/31/84
MIA 1000

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SCHEDULE A

Property contained in FIRST REPLAT IN PORT MALABAR COUNTRY CLUB UNIT SEVEN according to the Plat thereof to be recorded in Plat Book _____ at page _____, of the Public Records of Brevard County, Florida consisting of the following described Lots and Blocks, to-wit:

Lots 1-42	Block 92
" 1-32	" 93
" 1-34	" 94
" 1-32	" 95
" 1-36	" 96
" 1-20	" 97
" 1-30	" 98
" 1-54	" 99
Total <u>280</u> Townhouse units	

SCHEDULE B

COMMON AREAS

The following described tracts are included in the Common Areas of OAKWOOD VILLAS PROPERTY OWNERS' ASSOCIATION, INC. and are all situate in FIRST REPLAT IN PORT MALABAR COUNTRY CLUB UNIT SEVEN according to the Plat thereof to be recorded in Plat Book 28, at pages 23, 24, 25, of the Public Records of Brevard County, Florida, to-wit:

Recreation - Open spaces for recreation consisting of Tracts G-1, G-2 and G-3 of said plat.

Amenity - Amenity areas including a recreation building, parking lot, swimming pool and deck, two shuffle board courts, tennis courts, one now and one in the future, all lying and being in Tract A of said plat.

Parking and roads - Parking areas and private roads lying and being in Tracts G-4, G-5, G-6 and G-7 of said plat.

Perimeter wall - Running along Palm Bay Road and at the back entrance of Sheafe Avenue.