



CFN 95869956

10-03-95 02:22 pm

OR Book/Page: 3509 / 2078

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 59

#Names: 2

Frustr: 30.00

Re 237.00

Dead: 0.00

Excise: 0.00

Serv 0.00

Vltg: 0.00

Int Tax 0.00

Prepared by and Return to:
Hubert C. Normile, Jr.
Maguire, Voorhis & Wells, P.A.
1499 South Harbor City Blvd., Suite 303
Melbourne, Florida 32901

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
STILL POINT**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS for STILL POINT (the "Declaration") is made this 30th day of September, 1995, and contains certain covenants and restrictions made by FLORIDA SITE DEVELOPERS, INC., a Florida corporation (the "Declarant").

DEVELOPMENT PLAN

STILL POINT is a subdivision of the SUNTREE PLANNED UNIT DEVELOPMENT ("SUNTREE PUD"). The Declarant intends to subdivide the STILL POINT subdivision in two phases. The first phase will contain ten (10) lots and it is contemplated that the second phase will contain twelve (12) lots for a total of twenty-two (22) lots within the STILL POINT subdivision.

At the time of their development, each subdivision and condominium in the SUNTREE PUD has been subjected to use restrictions and architectural controls. These use restrictions and controls are contained in documents entitled Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1545, Page 144 and subsequently amended pursuant to documents entitled and recorded as follows:

- (1) Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1965, Page 895;
- (2) Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2206, Page 837;
- (3) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Suntree recorded in Official Records Book 2368, Page 1026;
- (4) Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2400, Page 1616;

- (5) Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2615, Page 2281;
- (6) Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2722, Page 306;
- (7) Declaration of Annexation as recorded in Official Records Book 3104, Page 727;
- (8) Suntree Homeowners Association No. One, Inc. Certification as recorded in Official Records Book 3207, Page 3203;
- (9) Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Suntree, as Amended, recorded in Official Records Book 3210, Page 624;
- (10) First Amendment to Second Amended and Restated Declaration of Covenants and Restrictions for Suntree PUD as recorded in Official Records Book 3250, Page 3538;
- (11) Second Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Suntree, as Amended, recorded in Official Records Book 3265, Page 1631;
- (12) Third Amendment to Second Amended and Restated Declaration of Covenants and Restrictions for Suntree PUD as recorded in Official Records Book 3321, Page 3607;
- (13) Third Amendment to Second Amended and Restated Declaration of Covenants and Restrictions for Suntree PUD as recorded in Official Records Book 3321, Page 3612;
- (14) Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Suntree, as Amended, recorded in Official Records Book 3330, Page 4562; and
- (15) Declaration of Annexation as recorded in Official Records Book 3384, Page 3115,

(hereinafter collectively, the "Master Covenants").

The Master Covenants provide for their enforcement by an overall Master Association ("Master Association"). Each owner of a lot

or unit in SUNTREE PUD which has been subjected to the Master Covenants is a member of the Master Association.

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 the particular subdivision and are generally enforced by a subdivision association ("Subdivision Association" or the "Association").

The Declarant anticipates that STILL POINT will be encumbered by both the Master Covenants, which will be enforced by the Master Association, and by this Declaration which pertains only to STILL POINT, which will be enforced by the Subdivision Association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject STILL POINT which is described in the Plat of STILL POINT, Phase I recorded in Plat Book 41, Page 83, of the Public Records of Brevard County, Florida (the "Plat"), to the covenants and restrictions contained in this Declaration. This Declaration is sometimes referred to as the "Covenants."

Declarant declares that STILL POINT shall be conveyed and occupied subject to all matters set forth in this Declaration and the Plat. These Covenants shall run with title to the land and shall be binding upon the Declarant and upon all parties acquiring any interest in STILL POINT after the recording of these Covenants in the Public Records of Brevard 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 STILL POINT and made for the mutual benefit of each and every owner of a lot or unit in STILL POINT. 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 STILL POINT.

ARTICLE II

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 and/or units in STILL POINT made in accordance with the terms of these Covenants.

2.2 "Board Of Directors" shall mean the Board of Directors of the Association.

2.3 "Subdivision" shall mean all the property known as STILL POINT being a part of the SUNTREE PLANNED UNIT DEVELOPMENT, identified in the Plat recorded in the Public Records of Brevard County, Florida, and all other property subject to these Covenants by the Declarant or otherwise annexed as provided herein.

2.4 "Common Property" or "Common Area" shall mean Tracts A,B,C,D,E and related improvements 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.

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

2.6 "Master Association" shall mean SUNTREE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, incorporated on July 22, 1975. The Master Association is responsible for maintaining the Common Property, including without limitation, the Stormwater Management System for SUNTREE PUD.

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

2.8 "Declarant" or "Developer" shall mean and refer to FLORIDA SITE DEVELOPERS, INC., a corporation organized and existing under the

laws of the State of Florida, 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 the Declarant specifically assigns to it. Any such assignment may be made on a non-exclusive basis.

2.9 The "Association" or the "Subdivision Association" shall mean and refer to STILL POINT 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. The stormwater management system will be owned and maintained by the Subdivision Association.

2.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of STILL POINT.

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 Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Suntree (hereinafter the "Master Declaration") and any Supplement 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 Brevard 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 III 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 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: Class B member shall be the Declarant (as defined in the Declaration), who shall be entitled to nine (9) 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) three months after the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership; or
- (b) ten (10) years from the date of the original recording of the Declaration in the public records of Brevard 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, Bylaws, 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 IV
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 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.

4.3 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.

4.4 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, 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. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE X
SUBDIVISION ASSESSMENTS

5.1 General Purpose. The Subdivision Association is organized for the purpose of providing common services to lot owners, owning and maintaining private roads, entrance ways and security gates, landscaping on Common Property, entrance sign and lights, and providing the enforcement of the Declaration, and engaging in activities for the mutual benefit of the owners. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, maintenance of roads in the Subdivision, insurance on Common Property, maintenance of entrance ways, security gates, signs and lighting for STILL POINT.

The Subdivision Association shall be responsible for the maintenance, operation and repair 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.

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 Brevard 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 quarterly 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 \$1,140.00, with an additional start-up fee of \$350.00 payable at the initial closing of each lot.

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 Declarant. 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 THE RECORDED PLAT OF STILL POINT SHALL BE EXEMPT FROM ASSESSMENTS. FURTHERMORE, ALL PROPERTY OWNED BY THE DECLARANT, IN THE ORDINARY COURSE OF BUSINESS, INCLUDING INDIVIDUALLY PLATTED LOTS, SHALL BE EXEMPT FROM ASSESSMENTS, HOWEVER, THE DECLARANT 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 \$1,140.00 per Lot.

5.5.1 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 twenty five (25%) percent above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

5.5.2 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 twenty five (25%) percent, a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

5.5.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 (\$2,500.00) Dollars, 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 sixty (60%) percent of the votes of the Members of the Subdivision Association.

5.7 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.

5.8 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.

5.9 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 and payable in the same manner as annual assessments provided for in these Covenants.

ARTICLE XI
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.

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

ARTICLE VII
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 Declarant 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's 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 or encumber any Common Property if authorized by the Class B member until it terminates and thereafter if authorized by two-thirds (2/3) of the Class A 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 (2/3) 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 community;

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 3 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 (2/3) 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 of 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 non-exclusive easement is hereby created over all utility easements contained on the Plat, 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 conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;

7.5.5 protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;

7.5.6 maintenance of electronic and other surveillance devices, electronic gates and other security systems;

7.5.7 installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;

7.5.8 such other services as are authorized in the Association Articles or Bylaws;

7.5.9 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;

7.5.10 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.

ARTICLE 8 RIGHTS RESERVED BY DECLARANT

8.1 Eminent Domain. If all or part of any easement granted by Declarant over property of the Declarant is taken by eminent domain, no claim shall be made by the Subdivision Association or any owner other than Declarant for any portion of any award, provided Declarant 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. Declarant reserved a perpetual easement on, over and under the easements and Common Property shown on the STILL POINT 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, Declarant 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 portions of the Subdivision which are subject to such easements. All easements

reserved by the Declarant are and shall remain private easements and the sole and exclusive property of the Declarant.

8.3 Drainage Easement. Drainage flow shall not be constructed or diverted from drainage easements. Declarant 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. Declarant reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

8.5 Declarant Rights re: Temporary Structures, Etc. Declarant reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon lots owned by Declarant and to erect and maintain such commercial and display signs as Declarant, in its sole discretion, deems advisable. Declarant 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, Declarant 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 Declarant, 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 Declarant 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 nature on the property. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Declarant.

8.6 Further Restrictions. So long as the Declarant owns any Lot in STILL POINT, Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on the Property, any Lot in STILL POINT, and on the Common Property. The easements granted by Declarant 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 is erected or the construction of a home 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, Declarant shall have the right to release the Lot from the restriction it violated. Declarant shall also have the right to grant an easement to permit encroachment by the home over the lot line, or on the Common Property or the easement area, so long as the Declarant, 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 STILL POINT. Notwithstanding any contrary provisions of this Declaration, the Declarant 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 Brevard County.

8.8 Easement for Access and Drainage. The Declarant 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 Declarant 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 Construction. The right to construct and maintain on any portion of the properties owned or controlled by it and on any portion of the Common Properties, (whatever improvements it desires to construct) which rights shall include, but not be limited to, a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Properties during whatever period of time the Declarant is engaged in any construction or improvement work within the Subdivision, as well as any easement for the storage of materials, vehicles, tools, equipment and the like which are being utilized in such work.

8.10 Marketing. The right to sell, lease and otherwise dispose of existing and planned parcels (and portions thereof) which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the properties, to solicit and receive the visits of unlimited numbers of perspective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Properties and to visit and inspect the facilities on the Common Properties) and to place signs and other promotional devices on any portion or portions of the Properties without regard to their size or aesthetic appeal.

8.11 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Declaration shall survive any termination of this Declaration.

ARTICLE 9 MASTER ASSOCIATION RIGHTS

Common Areas in the SUNTREE 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 SUNTREE PUD. The Master Association for the SUNTREE PUD community has certain powers, rights and duties with respect to STILL POINT and SUNTREE PUD which are set forth in its Articles of Incorporation and Bylaws 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, entranceways, traffic control systems, lakes and other common areas to be used in common with all residents of SUNTREE 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 SUNTREE 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 Bylaws 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. Declarant anticipates, but does not guaranty, that each Lot and condominium unit in SUNTREE PUD shall be subjected to the Master Covenants as it is developed.

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 Declarant, 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 DESIGN REVIEW 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. In the event of disapproval, written notice shall be given to the Owner which notice shall state the reasons for disapproval. It is Declarant'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 Design Review Committee. The Declarant, upon the recording of this Declaration, shall form a committee known as the "Design Review Committee" (hereinafter referred to as the "DRC") initially consisting of three (3) persons designated by the Declarant. Subject to Section 10.2.1 below, the Declarant shall appoint the members of the DRC until control of the Association has been passed onto the Owners other than the Declarant. At such time as the DRC shall be appointed by the Board and shall serve at the pleasure of the Board. Members of the DRC need not be officers, directors or members of the Association provided, however, that, in its selection, the Board shall be obligated to appoint a designated representative of Declarant to the DRC for so long as the Declarant owns any Lot. Members of the DRC shall be entitled to reasonable compensation for services performed, and the DRC may employ independent professional advisers and allow reasonable compensation to such advisers from the Association funds.

10.2.1 Permanent DRC Member. FLORIDA SITE DEVELOPERS, INC., a Florida corporation, shall have the permanent right to appoint one member to the DRC.

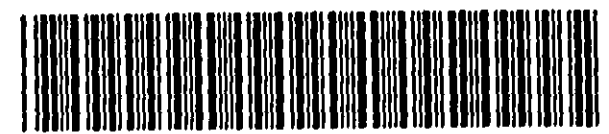
10.2.2 Powers and Duties. The purpose, duties and functions of the DRC shall be to create, establish, develop, maintain and preserve the Subdivision in a pleasant, attractive, and harmonious manner so as to foster and promote a community of interest within the Subdivision and to ensure the highest construction standards, and architectural, landscaping and aesthetic qualities within STILL POINT. The DRC shall review and approve, disapprove and otherwise control the design and construction of any and all buildings, structures, and other improvements of any nature and kind, including landscaping and tree removal, on any lot or any portion of Common Areas. In addition to the above, the DRC shall have the following duties and powers:

10.2.2.1 to adopt, promulgate, rescind, amend and revise from time to time its rules and regulations governing architectural control, provided, however, such rules and declarations shall be consistent with the provisions of this Declaration and shall be filed with and made part of the Association's minutes;

10.2.2.2 the DRC shall have the right of specific approval or veto of all construction, architectural, engineering, platting, planning and landscaping aspects of any improvements of any Lot;

10.2.2.3 to approve or disapprove in writing any such building plans and specifications, lot grading plans, and landscaping plans. The conclusion and opinion of the DRC shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the DRC should determine that said improvement, alteration, etc. is not consistent with the planned development of the Subdivision;

10.2.2.4 to determine to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach a decision; and



10.2.2.5 for any of the above and as a pre-condition to consideration for approval, the DRC shall be furnished two (2) sets of written plans and specifications, without the necessity of any seal, showing the nature, type, shape, height, color, materials, approximate costs and location of all proposed improvements, lot grading plans and landscaping plans. The plans shall be of a scale sufficient to show detail and shall show the elevation of the ground on all sides of the proposed structure as it will exist after the modification. The specifications shall include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the DRC's satisfaction. Any exceptional landscaping plan changes or alterations submitted to the Subdivision Association shall include an exceptional landscaping plan.

The entire Lot, together with the land between the street pavement and the right-of-way 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 DRC in the approval of any landscaping plan and layout plan to preserve all existing trees where possible.

10.2.3 DRC Review. The DRC may appoint one or more persons to make preliminary review of all applications and report on such application to the DRC with such person's recommendation for DRC action thereon. Such preliminary review shall be subject to the regulations and limitations as the DRC deems advisable. The DRC shall consider all matters submitted for approval as to the harmony of external design and location in relation to surrounding structures and topography and shall, in writing, approve or disapprove all matters submitted to it within thirty (30) days of receipt of such submission.

All approvals of plans and specifications must be evidenced by the signature of the Association's president or vice president on the plans or specifications furnished. The existence of the signature of the Association's president or vice president on any plans or specifications shall be

conclusive proof of the approval by the DRC of such plans or specifications.

Notwithstanding the above, nothing herein shall grant DRC the power to approve the construction of residential structures other than single family residences, together with appurtenant structures upon the Subdivision Property.

10.2.4 Standards. No approval shall be given by the DRC pursuant to the provisions of this Article, unless the DRC determines that such approval shall:

10.2.4.1 assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Subdivision Properties;

10.2.4.2 protect and conserve the value and desirability of the Declaration Property as a residential community;

10.2.4.3 be consistent with the provisions of this Declaration; and

10.2.4.4 be in the best interest of the Association in maintaining the value and desirability of the Subdivision Property as a residential community of the highest quality and design.

10.2.5 Declarant's Consent. Any and all actions of the DRC as to Lots owned by the Declarant must have the written approval of the Declarant, unless such approval is waived in writing by Declarant.

10.2.6 Appeals Process. In the event of any disapproval of plans and specifications, the builder or Owner may appeal in writing to the Board no later than fifteen (15) days after notice of disapproval. The Board shall have thirty (30) days to rule on the appeal. If the Board fails to meet or fails to act on any appeal, such failure to meet or act shall be deemed to be approval of the DRC action. The decision of the Board shall be final.

10.2.7 Enforcement. Should any Owner fail to comply with the requirements hereof after thirty (30) days written

notice the DRC, the Declarant and the Board shall have the right to enter upon the Lot, make such corrections or modifications as are necessary to remove anything in violation of the provisions hereof, and charge the costs thereof to the Owner. Should the DRC, the Declarant or the Board be required or elect to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectable from the Owner. The DRC, the Declarant and the Board, or its agents or employees shall not be liable to the Owner for any damages or injury to the Property or person of the Owner, incurred pursuant to actions taken by the Declarant, DRC or the Board of Directors of the Association.

10.2.8 Exculpation of Declarant and DRC. The Declarant, the Association and DRC cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, including but not limited to, architectural, construction or design plans nor shall the Declarant or the DRC be held responsible for any loss or damages to any person arising out of non-compliance with the zoning law or ordinance or land use or building regulations.

10.3 Construction Restrictions and Maintenance.

10.3.1 Construction Restrictions. The following construction restrictions are adopted:

10.3.1.1 A minimum of thirty-five (35') feet setback shall be required from the nearest part of the front building to the front lot line. A minimum of fifteen (15') feet setback shall be maintained between the sidewalls of all structures and the sidelines of the lot unless waived by the DRC on irregularly shaped lots. Minor accessory structures may extend into the side setback an additional five (5') feet if they abut the residence and are approved by the DRC. The rear setback shall vary from lot to lot as follows:

Lot 1 - 65 Feet
Lot 2 - 65 Feet

Lot 3 - 70 Feet
Lot 4 - 70 Feet
Lot 5 - 70 Feet
Lot 6 - 70 Feet
Lot 7 - 90 Feet
Lot 8 - 100 Feet
Lot 9 - 110 Feet
Lot 10 - 120 Feet

10.3.1.2 The minimum floor area of each dwelling shall be Two-Thousand-Eight-Hundred (2,800) square feet exclusive of screened areas, garages, porches, patios and terraces.

10.3.1.3 A roof pitch of not less than six (6") inches to twelve (12") inches shall be maintained on all buildings.

10.3.1.4 All utilities whatsoever shall be installed underground. Any aboveground transformers shall be landscaped and screened from view.

10.3.1.5 All dwellings must include a garage containing a minimum of two (2) bays unless otherwise approved by the DRC.

10.3.2 Maintenance of Single Family Homes and Lots.
All Lots, single family homes and improvements on the Lots shall be maintained by the Owner in a neat and attractive condition. All landscaping of Common Property will be maintained by the Subdivision Association.

In the event of damage or destruction by fire or other casualty to the single family home or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed single family home or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Owner within a reasonable period of time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days of such damage or destruction.

10.4 Miscellaneous Use 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.

10.4.2 All lots in STILL POINT are residential parcels and shall be used exclusively for 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 2,800 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. All pool and spa equipment must be completely enclosed and covered to provide a visual screen and sound barrier from the street and the adjoining property owners. 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 shall not be permitted. 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. The Subdivision Association will approve an outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizen band (CB) or amateur band (ham) antenna only if it is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. 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 game and play structures, except basketball hoops and supports, shall be located at the side or rear of the improvement unless approved by the DRC. Tree house 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 slightly 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 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 Declarant or the Subdivision Association, or any assignee of the Declarant 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.

10.4.11 All signs 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. Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining a billboard or such commercial and display signs as Declarant may deem advisable for development purposes.

10.4.12 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.

10.4.13 No home shall be leased or rented for a period of less than seven (7) months 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.

10.4.14 The parking of vehicles is restricted as follows:

10.4.14.1 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.

10.4.14.2 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 one-half (1/2) ton or less, as more fully provided in subparagraph 10.4.16.3 below.

10.4.14.3 Trucks and Non-Passenger Vans. Trucks rated one-half (1/2) 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 STILL POINT if parked in garages. Trucks of more than one-half (1/2) 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 STILL POINT unless present solely for the actual and continuous repair or construction of residence.

10.4.14.4 Boats, Campers and Trailers. Boats, campers and trailers shall be permitted to be parked in STILL POINT only if parked in garages.

10.4.14.5 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 above in this subparagraph 10.4.16.4, may only be parked at Still Point for a maximum of eight (8) hours for the purpose of loading and unloading.

10.4.14.6 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.

10.4.14.7 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.

10.4.14.8 Lawns and Streets. No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

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

10.4.16 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.

10.4.17 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-reflective in appearance.

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

10.4.19 The Owner of each Lot shall at his or her own expense keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects and shall keep such Lots at all times in a neat and attractive condition. In the event the Owner fails to comply with this Section then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and to remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects from the Lot and do any other things and perform and furnish any labor necessary or desirable in its judgement to maintain the Property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass.

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 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 resident will result in irreparable harm to other Owners or residents and the Declarant. Each Owner, the

Association and the Declarant shall have the right to other specific performance of the terms and provisions of these covenants and this Declaration. All Owners agree that a fine may be imposed by the Declarant or Association for each day the violation of these Covenants continues after notification by the Declarant 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. If 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 City of Cocoa for the service of STILL POINT shall be used as the sole source of potable 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 Sewage System. The central sewage system provided by Brevard County for the service of STILL POINT shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of any sewer laterals located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within STILL POINT.

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

11.4 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 Brevard County and to the Declarant.

ARTICLE 12 GENERAL PROVISIONS

12.1 Privacy Wall. The Declarant may construct privacy walls or fences within the Property ("Privacy Wall"). A Privacy Wall shall

hereinafter be defined as any 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. The Association shall maintain Privacy Walls within the Common Areas.

12.3 Easement for Privacy Walls. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5') feet into each affected Lot from the Privacy Wall. 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.

12.4 Assignments. Declarant shall have the sole and exclusive right at any time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any and all rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant by any part or paragraph of the Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in such Association, except in the event aforesaid.

12.5 Declarant's Rights. Declarant reserves and shall have the sole and exclusive right:

12.5.1 to amend the Declaration for purposes of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any Owner or mortgagee;

12.5.2 to include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Subdivision which do not lower the standards of this Declaration;

12.5.3 to cause additional lands described in "Exhibit A", attached hereto and by reference made a part hereof, to become subjected to this Declaration, which additions may be made whenever the Declarant, in its sole discretion, deems appropriate. Any such additional lands that may be subjected to this Declaration may be of any size and contain any number of lots, along with any Common Areas, deemed appropriate as determined solely by the Declarant. The additions authorized hereunder shall be made by the Declarant's filing of a supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to the real property described in any such supplemental Declaration. Such supplemental Declaration shall be made by the Declarant and shall not require the consent of any Owner, member or mortgagee or any Lot or the Association. Such supplemental Declaration may contain such additions and modifications of the Covenants, Conditions and Restrictions contained in this Declaration as may be deemed necessary to reflect the different character, if any, of the additional lands being subjected to the Declaration. The Owner of any Lot in any additional land subjected to this Declaration shall become a member of the Association when the supplemental Declaration is recorded in the Public Records of Brevard County, Florida, submitting the additional lands in which a lot is located to the terms of this Declaration; and, at that time the Owner may exercise all rights of a member of the Association, including the right to vote, and shall become subject to the terms and conditions of this Declaration as provided in the supplemental Declaration, including such obligations as payment of assessments.

12.6 Duration and Amendment. These Covenants 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 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 Declarant, 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. These Covenants may be amended, modified or terminated for any reason, by a duly recorded written instrument executed by the president or vice president and secretary or assistant secretary of the Declarant until the Declarant no longer owns any Lots, and thereafter by the president or vice president and secretary or assistant secretary of the Subdivision Association upon affirmative

vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. Additionally, the Declarant 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 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 Declarant shall not be amended or terminated at any time without the consent in writing of the Declarant.

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.

12.7 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.

12.8 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.

12.9 Assignment by Declarant. Declarant shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, who acquire any part of STILL POINT for development, in whole or in part, any or all of the easements and rights whatsoever given to or reserved by Declarant in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Declarant, its successors and any entities to whom such rights are assigned in writing.

If the Declarant sells, transfers, or assigns all of its then remaining interest in STILL POINT to any person or entity, such person or entity shall be deemed to be the successor developer of STILL POINT

and the Class B member of the Subdivision Association; if Declarant transfers or assigns less than all of its remaining interest in STILL POINT to another person or entity, the successor in interest shall not be the successor developer or the Class B member unless the Declarant 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 Brevard County, Florida.

12.10 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.

12.11 No Waiver. The failure of the Association or Declarant 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 Declarant to enforce such right, provision, covenant, or condition in the future.

12.12 Enforcement/Attorney Fees. In addition to any other rights or remedies provided in this Declaration, this Declaration may be enforced by the Declarant, 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, 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.

12.13 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.

12.14 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

12.15 Governing Law/Venue. The construction, validity, 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 Brevard County, Florida.

ARTICLE 13
TRANSFER OF UNIMPROVED LOTS

13.1 Declarant's Right of First Refusal. No Lot, and no interest therein, upon which a single family residence has not been constructed (and a Certificate of Occupancy issued therefore) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Declarant and Declarant has waived, in writing, its right to purchase said Lot.

13.2 Notice to Declarant. Any Owner intending to make a bona fide sale of his Lot or any interest therein shall give to the Declarant notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days after receipt of such notice and information, Declarant shall either exercise, or waive exercise of, its right of refusal. If Declarant elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

13.2.1 the price to be paid, and the terms of payment shall be that stated in the Proposed Contract;

13.2.2 the sale shall be closed within thirty (30) days after delivery of making said agreement to purchase. If Declarant shall fail to exercise, or waive exercise of, its right of first refusal within said thirty (30) days of receipt of the Proposed Contract, the Declarant's right of first refusal shall be deemed to have been waived and the Declarant shall furnish a certificate of waiver as hereinafter provided.

13.3 Certificate of Waiver. If Declarant shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Declarant's waiver shall be evidenced by the certificate executed by Declarant in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Brevard County, Florida.

13.4 Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a single family residence has not been constructed (and a Certificate of Occupancy issued therefore) without notice to the Declarant and waiver of Declarant's right of first refusal as aforesaid shall be void.

13.5 Exceptions. This Article shall not apply to a transfer to or sale by any bank, life insurance company, federal or state savings and loan association, or real estate investment trust which acquired its title as a result of owning a mortgage upon the Lot concerned, nor shall this Article apply to a sale by any such institution which so acquired title. Neither shall this Article require the waiver by Declarant as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sales, foreclosure sales, judicial sales or tax sales.

ARTICLE 14 **TIME TO COMMENCE CONSTRUCTION**

14.1 Time to Commence Construction. The owner must commence construction of a residence within two (2) years after becoming an owner of a lot. Construction, once commenced shall proceed and be completed within twelve (12) months provided that the construction period can be extended with the consent of the Declarant which consent shall not be unreasonably withheld.

14.2 Declarant's Rights if Not Completed. IN THE EVENT AN OWNER DOES NOT COMMENCE CONSTRUCTION WITHIN SAID TWO (2) YEAR PERIOD THE DECLARANT SHALL HAVE THE OPTION BUT NOT THE OBLIGATION TO REPURCHASE

THE LOT FOR AN AMOUNT EQUAL TO NINETY (90%) PERCENT OF THE ORIGINAL GROSS SALES PRICE.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FLORIDA SITE DEVELOPERS, INC.,
a Florida corporation

[Signature]
Witness Signature

By: Peter D. Woods, President
President

4. NORRILE, JR
Print Witness Name

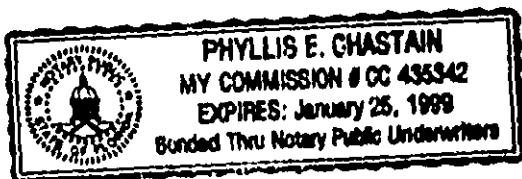
[Signature]
Witness Signature

Phyllis E Chastain
Print Witness Name

STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

The foregoing instrument was acknowledged before me this 30 day of September, 1995, by Peter D Woods, as President of FLORIDA SITE DEVELOPERS, INC., a Florida corporation, who is personally known to me, or who has produced _____ as identification, and who did take an oath.

[Signature]
Notary Public Signature



Print Notary Public Name
My commission expires: _____



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1 (PARCEL 105-A)

A PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 (STATE ROAD NO. 5) A 145.00 FOOT RIGHT-OF-WAY, AND THE SOUTH LINE OF GOVERNMENT LOT 1 IN SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE IN N 16 21'17" W ALONG SAID EAST RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 FOR A DISTANCE OF 67.41 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 7463.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 THROUGH A CENTRAL ANGLE OF 3 43'39" FOR A DISTANCE OF 485.58 FEET TO A POINT SAID POINT BEARS N 69 55'04" E FROM THE CENTER OF SAID CURVE; THENCE N 68 44'55" E FOR A DISTANCE OF 189 FEET, MORE OR LESS, TO THE WESTERN SHORELINE OF THE INDIAN RIVER; THENCE SOUTHEASTERLY, EASTERLY AND SOUTHERLY MEANDERING THE SAID SHORELINE FOR A DISTANCE OF 970 FEET, MORE OR LESS, TO A POINT ON A LINE LYING 38.47 FEET SOUTH OF AS MEASURE AT RIGHT ANGLES TO AND PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 1; THENCE S 89 08'13" W ALONG SAID LINE FOR A DISTANCE OF 443 FEET, MORE OR LESS, TO THE SAID EAST RIGHT-OF-WAY LINE OF US HIGHWAY NO 1; THENCE N 16 21'17" W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 39.92 FEET TO THE POINT OF BEGINNING. CONTAINING 6.6 ACRES MORE OR LESS.

PARCEL 2 (PARCEL 105-B)

ALL OF GOVERNMENT LOT 2 EAST OF US HIGHWAY 1 (STATE ROAD NO. 5), A 145.00 FOOT RIGHT-OF-WAY, EXCEPT THE SOUTH 344.52 FEET THEREOF, AS MEASURED ALONG THE EAST RIGHT-OF-WAY OF SAID HIGHWAY AND EXCEPT THE NORTH 38.47 FEET THEREOF, SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 AND THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE N 23 37'29" W ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 344.52 FEET TO THE POINT OF BEGINNING; THENCE N 89 11'49" E ALONG A LINE PARALLEL WITH THE SOUTHLINE OF SAID GOVERNMENT LOT 2 FOR A DISTANCE OF 942 FEET, MORE OR LESS, TO THE WESTERN SHORELINE OF THE INDIAN RIVER; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID SHORELINE FOR A DISTANCE OF 1360 FEET, MORE OR LESS, TO A POINT ON A LINE LYING 38.47 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE S 89 08'13" W ALONG SAID LINE FOR A DISTANCE OF 443 FEET, MORE OR LESS, TO A POINT ON THE SAID EAST RIGHT-OF-WAY OF US HIGHWAY NO. 1; THENCE S 16 21'17" E ALONG SAID EAST RIGHT-OF-WAY LINE FOR



EXHIBIT "A" continued

OR Book/Page: 3509 / 2117

A DISTANCE OF 567.44 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2802.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE SAID EAST RIGHT-OF-WAY LINE THRU A CENTRAL ANGLE OF 7 16'12" FOR A DISTANCE OF 355.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE S 23 37'29" E FOR A DISTANCE OF 91.24 FEET TO THE POINT OF BEGINNING. CONTAINING 13.3 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), PRESENTLY BEING 145.00 FEET WIDE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP FOR SECTION NO.700-2 (175) 227. ROAD NO.5, BREVARD COUNTY, FLORIDA: THENCE RUN NORTH 23 27'18" WEST, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, AS A BASIS OF BEARING (REFERENCED TO THE SAID FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP) A DISTANCE OF 435.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2802.93 FEET, A CENTRAL ANGLE OF 07 10'00"; THENCE ALONG THE ARC OF SAID CURVE, IN A CLOCKWISE DIRECTION, 350.60 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 16 17'18" WEST, A DISTANCE OF 194.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 16,17,18 WEST, A DISTANCE OF 417.33 FEET TO THE INTERSECTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF PREVIOUSLY MENTIONED GOVERNMENT LOT 1; THENCE CONTINUE NORTH 16 17'18" WEST A DISTANCE OF 216.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5791.65 FEET AND A CENTRAL ANGLE OF 03 20'32"; THENCE ALONG THE ARC OF SAID CURVE, AND THE SAID EASTERLY RIGHT-OF-WAY LINE, IN A CLOCKWISE DIRECTION. A DISTANCE OF 337.83 FEET TO A POINT ON SAID CURVE, AT WHICH POINT THE RADIAL LINE BEARS SOUTH 69 55'04" WEST; THENCE LEAVE SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTH 70 22'10" EAST, A DISTANCE OF 188.00 FEET MORE OR LESS TO THE MEAN WATER LINE OF THE INDIAN RIVER; THENCE MEANDER THE SAID MEAN WATER LINE SOUTHEASTERLY 1282 +/- FEET MORE OR LESS; THENCE, LEAVE SAID MEAN WATER LINE, RUN S 73 04'56" W DISTANCE OF 402.98' TO AFORESAID EASTERLY RIGHT-OF-WAY LINE AND POINT OF BEGINNING.

ARTICLES OF INCORPORATION
OF
STILL POINT HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I
Name

The name of this corporation is **STILL POINT HOMEOWNERS ASSOCIATION, INC.** The corporation is sometimes referred to herein as the "Association".

ARTICLE II
Definitions

All terms defined in the Declaration of Covenants and Restrictions for Still Point (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
Principal Office and Agent

The principal place of business and initial registered office of the Association is 11410 South Tropical Trail, Merritt Island, Florida, 32952. The Registered Agent of the Association is Pete Woods.

ARTICLE IV
Objects, Purposes and Powers

Section 4.1: This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2: The objects and purposes for which this Association is organized are as follows:

4.2.1: To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit No. 42-009-1489N requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which

relate to the surface water or stormwater management system.

4.2.2: To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.3: To provide for the enforcement of the Covenants.

4.2.4: To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.5: To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.6: To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3: In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1: 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 system.

4.3.2: To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.3: To bring and defend suits on behalf of the Association.

4.3.4: To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.5: To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the corporation.

4.3.6: To contract for the management of its property

and to delegate to such contractors all powers and duties of the Corporation.

4.3.7: To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.8: To purchase insurance upon its property for the protection of the Association and its members.

4.3.9: To reconstruct improvements constructed on its property after casualty or other loss.

4.3.10: To make additional improvements to its property.

4.3.11: To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

ARTICLE V Members

Section 5.1: The members of this Association shall consist of all owners of record title to Lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision shall also be members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2: Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3: The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Lots. Class A members shall be entitled to one (1) vote for each Lot owned.

Class B member shall be the Developer. The Class B member shall be entitled to nine (9) votes for each Lot owned.

The Class B membership shall terminate at such time as (a) the then Class B member so designates in writing delivered

to the Association, (b) one hundred twenty (120) days after ninety percent (90%) of the Lots are owned by persons other than Developer, or (c) ten (10) years after conveyance of the first Lot to a Class A member, whichever shall first occur.

When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot, such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

ARTICLE VI Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. This Corporation shall exist perpetuity.

ARTICLE VII Board of Directors

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than two (2) Directors nor more than nine (9) Directors. The first Board of Directors shall consist of two (2) members. The Board of Directors shall be elected by the members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

President	Pete Woods 11410 South Tropical Trail Merritt Island, Florida 32952
Secretary/Treasurer	Heidi Woods 11410 South Tropical Trail Merritt Island, Florida 32952

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII Officers

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

President	Pete Woods 11410 South Tropical Trail Merritt Island, Florida 32952
Secretary/Treasurer	Heidi Woods 11410 South Tropical Trail Merritt Island, Florida 32952

ARTICLE IX Indemnification

Section 9.1: Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2: Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or



intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated Association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3: Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4: Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X Contracts

Until termination of the Class B membership, the Association shall not enter into any contract (except the Landscape Maintenance Contract) unless the same is terminable after transfer of control to

the Class A members upon not more than ninety (90) days written notice to the other party.

ARTICLE XI Dissolution

Section 11.1: 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 system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 11.2: No member, director, or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more non-profit associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

ARTICLE XII Amendment of Articles

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XIII By-Laws

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By-Laws.

ARTICLE IX Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

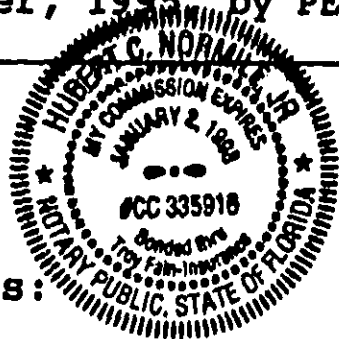
Pete Woods
11410 South Tropical Trail
Merritt Island, Florida 32952

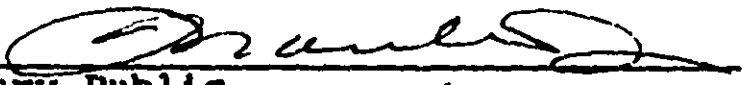
IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 21st day of September, 1995.


Pete Woods, Incorporator

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of September, 1995, by PETE WOODS, who is personally known to me or who produced _____ as identification, and who did take an oath.

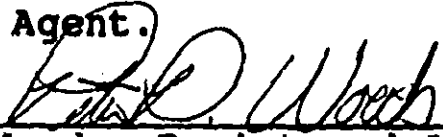



Notary Public
Name of Notary: H. NORMILE, JR.

My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

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.


Pete Woods, Registered Agent

Date: SEPTEMBER 21, 1995

**BY-LAWS
OF
STILL POINT HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit Under the
Laws of the State of Florida**

These are the By-Laws of Still Point Homeowners Association, Inc., (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Florida.

**ARTICLE I
Association**

Section 1.1: Office. The office of the Association shall be at 11410 South Tropical Trail, Merritt Island, Florida, 32952, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2: Fiscal Year. The fiscal year of the Association shall be the calendar year.

**ARTICLE II
Definitions**

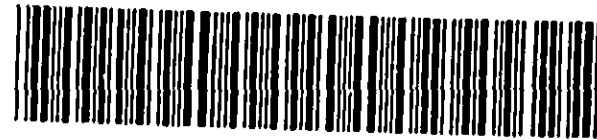
All terms defined in the Declaration of Covenants and Restrictions for Still Point recorded in Official Records Book 3509, Page 2078, of the Public Records of Brevard County (the "Covenants") shall have the same meanings when used herein.

**ARTICLE III
Membership**

The members of the Association shall be those persons described in Article V of the Articles of Incorporation.

**ARTICLE IV
Voting Rights**

Each class of membership shall have the voting rights set forth in Article V of the Articles of Incorporation.



ARTICLE V
Board of Directors

Section 5.1: Selection; Terms of Office. Until the time at which the Class B membership terminates, the Board of Directors shall consist of three (3) members, who shall be elected at the times and in the manner set forth in Section 5.2 hereof. After the time at which the Class B membership terminates, the Board of Directors shall be elected at the time set forth in Section 5.3 and in the manner set forth in Article V of these By-Laws.

Section 5.2: Designation of Directors by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) members who shall be designated by the Class B member.

Any Director or Directors designated by the Class B member may be removed at any time, with or without cause, by the Class B member at any regular or special meeting thereof, and the successor of such removed Director may be designated by the Class B member.

Section 5.3: Election of Directors by the Class A Members. After the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) members who shall be elected in the following manner:

5.3.1. The incumbent Board of Directors designated by the Class B member shall hold office until the election of their successors by the Class A members at the first meeting of the Class A members which shall be held for this purpose within sixty (60) days after the termination of the Class B membership.

5.3.2. At the first meeting of the Class A members there shall be elected in the manner set forth in Article V of these By-Laws three (3) Directors, one (1) of such Directors shall be elected for two (2) years and two (2) such Directors shall be elected for one (1) year.

Section 5.4: Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his

successor is elected by the Class A members or the Class B member, as the case may be, who were entitled to elect the Director, at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VI Election Procedure

Section 6.1: Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. Each member shall have the right to vote for as many persons as there are Directors to be elected at that time and for whose election the member has a right to vote. The person receiving the largest number of votes shall be elected.

Section 6.2: Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Class A members shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors, one (1) of whom shall be directors, and two (2) of whom shall be non-directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the Members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election.

In addition, nominations for the Board of Directors may be made by Petition signed by more than twenty (20) members of the Association, provided that such Petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected.

Section 6.3: Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by the Petition timely filed with the Secretary of the Association.

Section 6.4: Voting Procedures. The member designated by the Owners of a Lot to cast the vote for the Lot shall receive the ballot for such Lot at the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consist of three (3) members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall:

6.4.1. Establish that the number of ballots turned in by each member correspond with the number of Lots owned by such member or his proxy identified on the ballot.

6.4.2. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article V of these By-Laws and that such proxy is valid.

The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the election shall be announced at the conclusion of the meeting. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 7.1: Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2: Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these By-Laws shall become operative.

Section 7.3: Duties. It shall be the duty of the Board of Directors:



7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports thereon to the Members at the annual meeting of the members.

7.3.2. To supervise all officers, agents and employees of the Association.

7.3.3. To prepare an annual budget and to fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date of any payment of such Assessment is due. The budget shall include an adequate reserve fund for repair and replacement of Common Property.

7.3.4. To prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member thereof, and, to send written notice of each Assessment to every Member subject thereto.

7.3.5. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and if not identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment therein stated to have been paid.

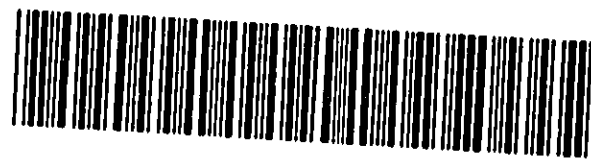
7.3.6. To obtain and maintain a liability and casualty insurance policy for the protection of the Association covering the Common Property and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7. To obtain, when and if available fidelity bond coverage as specified in Section 803.07p of the FNMA Conventional Home Mortgage Selling Contract Supplement.

ARTICLE VIII

Directors Meetings

Section 8.1: Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of



the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2: Notice. No notice of regular meetings of the Board of Directors is required. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3: Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4: Waivers, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5: Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6: Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IX Officers

Section 9.1: Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a Member of the Board of Directors.

Section 9.2: Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3: Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4: President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

Section 9.5: Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6: Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.7: 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; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books to be made at the completion of each fiscal year. He shall prepare the annual budgets and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting. The Treasurer shall, upon written request of any holder of a first mortgage, furnish copies of the statements to such lender.

ARTICLE X Committees

Section 10.1: Standing Committees. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors. The standing committees shall be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2: Executive Committee. The Board of Directors shall have the power to appoint an executive committee from among its membership and may delegate to any such executive committee any of its powers, duties and functions.

Section 10.3: Review of Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI Meetings of Members

Section 11.1: Annual Meetings. After the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the regular annual meeting of the Class A Member shall be on the anniversary date of the date of incorporation of the Association, or within two (2) weeks thereafter, a time and place to be agreed upon by the Class B Member. Until the time at which the Class B membership terminates, there shall be no annual or regular meeting of the Class A membership.

The first annual meeting of the Class A Members shall be held within sixty (60) days after the termination of the Class B membership. Thereafter, the regular annual meeting of the Members shall be held at 8:00 p.m. on the first Thursday in March of each year (beginning the year in which said meeting date is more than twelve months following the initial meeting), provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meetings shall be determined by the Board of Directors.

Section 11.2: Special Meetings. Special meetings of members may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors. In addition, special meetings of Class A Members may be called upon the written request of the members who have the right to cast one-fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3: Notice. Notice of meetings of Class A Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4: Quorum. The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the vote of the class of membership so meeting shall constitute a quorum for any actions governed by these By-laws unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these By-Laws.

ARTICLE XII
Proxies

Section 12.1: Form of Vote. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 12.2: Proxies. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months, and every proxy shall automatically cease if the persons granting the proxy ceases to be a member. No one person may hold more than five (5) proxies.

ARTICLE XIII
Inspection of Books and Papers; Lender's Notices

Section 13.1: Inspection. Copies of the Declaration, By-Laws, Articles of Incorporation, Rules and Regulations of the Association and the bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Section 13.2: Notices. Upon written request to the Association, identifying the name and address of the lender holding a lien on a Lot in the Subdivision and the Lot encumbered by the lien, the lender will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Subdivision or any Lot on which there is a first mortgage held, insured, or guaranteed by such lender;

(b) Any delinquency in the payment of Assessments owed by the Member owning a Lot subject to a first mortgage held, insured or guaranteed by such lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**ARTICLE XIV
Parliamentary Rule**

Section 14.1: **Roberts Rules of Order** (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

**ARTICLE XV
Amendments**

Section 15.1: **Until** the time at which the Class B membership terminates and the Class A membership is entitled to full voting privileges, as provided for in Article V of the Articles of Incorporation, these By-Laws may be amended upon a majority vote of the Board of Directors. After such time as the Class A Members shall be entitled to full voting privileges, these By-Laws may be amended by two-thirds (2/3) of the Members of the Association entitled to vote.

**ARTICLE XVI
Conflicts**

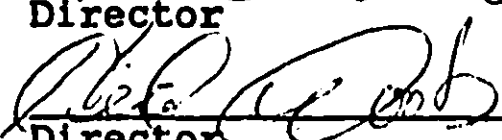
Section 16.1: **In the case** of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

Section 16.2 **Conflicts with Florida Law.** To the extent that these By-Laws are in conflict with the laws of the State of Florida, the laws of the State of Florida shall prevail. Further, all provisions of chapter 617 governing homeowners associations not incorporated in these By-Laws are hereby, by reference, made a part hereof. These By-Laws may be amended from time to time to incorporate, and make a part hereof, the laws of the State of Florida governing homeowners associations.

SIGNED this 21ST day of SEPTEMBER, 1995.



Director



Director