

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS, made this 1st day of February 2000 by Sabal Grove Homeowners' Association, Inc., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions ("Declaration") was recorded in Official Records Book 3225, Page 0196, Public Records of Brevard County, Florida, and as thereafter amended, has been made applicable to SABAL GROVE UNIT ONE, according to said plat as recorded in Plat Book 38, at Page(s) 48, 49, 50, 51, SABAL GROVE UNIT TWO, according to said plat as recorded in Plat Book 39, Page 74 and SABAL GROVE UNIT THREE, according to said plat as recorded in Plat Book 43, Page 72, Public Records of Brevard County, Florida (hereinafter referred to in the aggregate as the "Subdivision" and in its several parts as "Lot" or "Lots"); and

WHEREAS, the Declaration provided for amendment by vote of at least two-thirds of the Owners, and not less than two-thirds of the Owners having voted to amend and restate the Declaration as set forth herein,

NOW, THEREFORE, all of the Subdivision, or any part thereof, and any Lot or Lots, shall be held, sold and conveyed subject to this Restated Declaration, and the covenants, conditions, easements, restrictions, reservations, liens and charges herein contained, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. This Restated Declaration shall run with the Subdivision and Lots therein contained, and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof, and shall inure to the benefit of the Association and to each Owner of any Lot or Lots or of any portion or portions of the Subdivision regardless of when or how acquired.

1. **DEFINITIONS.** The following words shall have meaning set forth whenever used herein:

A. "Assessment" shall mean and refer to the payments required to be paid to the Association by Owners for costs and expenses of operation, management, maintenance, repairs, replacements and improvements to the Common Areas and its property as herein specified.

B. "Association" shall mean and refer to the Sabal Grove Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

This is a merged copy of the Restated Declaration of Covenants and Restrictions filed with Brevard County on 2-4-2000 and the first amendment filed on 6-26-2001.

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

D. "Common Area" shall mean for the purposes of this Restated Declaration those areas specifically designated as "Common Areas" on the plat of Sabal Grove and those areas which are within the plat boundary but are neither part of the Lots nor part of the dedicated lands.

E. "Lot" shall mean and refer to any of the individual platted lots in the Subdivision.

F. "Owner" shall mean and refer to any person or entity who is the record owner of fee simple title to any Lot.

G. "Sabal Grove" shall mean and refer to the Subdivision as platted, or as subsequently amended, altered or modified.

H. "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, of the Florida Administrative Code.

2. **DURATION OF RESTRICTIONS.** This Restated Declaration shall be binding on all members of the Association until January 1, 2050, at which time the Restated Declaration shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the Owners of all of the Lots located in the Subdivision, it is agreed to change said Restated Declaration in whole or in part.

3. **INVALIDITY.** Invalidation of any one of the provisions of the Restated Declaration by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. **CONTROL.** For the purposes of ensuring the use and development of the Subdivision as a single-family residential area of high standards, the Association reserves the power to control, as herein specified, the use, buildings, structures and other improvements placed on each Lot and the Common Areas.

5. **HOMEOWNERS' ASSOCIATION.**

A. Establishment of Homeowners Association:

There shall be established a homeowners' association, hereinafter sometimes referred to as the "Association", composed of record owners of each Lot. The Association shall be the Sabal Grove Homeowners' Association, Inc., a not for profit

corporation, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the Common Areas and its property and perform other duties hereafter provided for. The Association shall have all the powers and duties set forth in this Restated Declaration, its Articles of Incorporation, its By-laws and as granted by the laws of the State of Florida to nonprofit corporations.

B. Membership:

Every Owner of a Lot shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. At any meeting of members of the Association or at any meeting of Lot Owners, a member or a Lot Owner will be entitled to a number of votes equivalent to the number of Lots owned by him.

C. The Association shall be governed by a Board of Directors consisting of nine (9) members, who must be members of the Association. All members of the Board of Directors shall be elected by and shall serve at the pleasure of a majority vote of members attending the annual meeting in person or by proxy. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and the Association. The Board of Directors shall administer and govern the Association in accordance with this Declaration, the Association's Articles of Incorporation and By-laws.

D. The Board of Directors of the Association shall adopt annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, insurance, electricity, maintenance expenses, repairs, replacement reserve and reasonable operating reserve for the common property, in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary to the protection of Owners, including any areas that may be located on the dedicated right-of-way comprising the entrance to the Subdivision, and those planted areas not part of the platted Lots, where planting and landscaping exist for the aesthetic enhancement of the Subdivision, and those commonly maintained areas that are part of the Lots but over which exist draining easements which the Association is responsible for maintaining. Each owner shall be liable for the payment to the Association of its share of common expenses, also known as the Assessment, as determined in said budget.

E. After adoption of a budget and determination of the annual Assessment per Lot, and after its approval by the members' meeting as per Article 6 herein, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Lot at such member's most recent address as shown by the books and records of the Association. The annual Assessment shall be due and payable in advance to the Association annually regardless of whether or not members are sent notice thereof.

F. Special Assessments may be made by the Board of Directors of the Association from time to time to meet other needs or requirements of the Association in the operation and maintenance of the Common Areas and its property, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

G. The liability for any Assessment or portion thereof may not be avoided by any Owner or waived by reason of such Owner's waiver of the use and enjoyment of any of the Common Areas or by his abandonment of his Lot.

H. The Owners shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, made by the Association and for all costs of collection of delinquent Assessments. In the event Assessments against a Lot are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such Assessments. There shall be a Twenty-five Dollar (\$25.00) late fee for each Assessment that is unpaid for more than ten (10) days after due date, to cover the extra administrative costs associated with collecting such late Assessments. In addition to the late fee, Assessments that are unpaid for more than thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum until paid.

I. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon which has been assessed against the Lot Owner, except as set forth below. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as it deems necessary to collect Assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if it deems it is in the best interests of the Association. The delinquent Owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to,

bid at any sale pursuant to a suit to foreclose a lien for an Assessment, and to apply said Assessment as credit for the foreclosed lien.

J. As to priority between the lien of a recorded mortgage, lien or encumbrance and the lien for an Assessment, the lien for an Assessment is hereby rendered subordinate and inferior to any recorded first mortgage, regardless when said Assessment was due, but not to any other mortgage, lien or encumbrance. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

6. **COVENANTS FOR ASSESSMENTS**

A. **MEMBERS' APPROVAL OF ANNUAL ASSESSMENT.**

Assessments set by the Board of Directors must be approved by simple majority of members of the Association present at the meeting called to approve such "Assessments".

B. **UNIFORM RATE OF ASSESSMENT.** All regular and special Assessments shall be at a uniform rate for each Lot.

C. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS.** In addition to any annual Assessments, the Board may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

D. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE.** The Assessments for which provisions are herein made shall commence on the date or dates fixed by the Board of Directors of the Association to be the date of commencement. The due date of any Assessment shall be the date of commencement. The Assessment shall be payable in advance in annual installments.

E. **DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors of the Association shall fix the date of commencement, and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be sent to each Owner at his last known

address. Written notice of Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. **EXTERIOR MAINTENANCE ASSESSMENT.**

A. **EXTERIOR MAINTENANCE.** In addition to maintenance upon the Common Areas, the Association may provide upon any Lot requiring same - when necessary in the opinion of the Board of Directors of the Association to preserve the beauty and quality of the neighborhood - maintenance, including but not limited to paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance. This remedy shall be available in addition to any other legal or equitable remedy pursued by the Association.

B. **ASSESSMENT OF COST.** The cost of such maintenance shall be assessed against the Lot(s) upon which such maintenance is performed. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the Assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance Assessments shall not be considered part of the annual or special Assessments. Any exterior maintenance Assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for cost of collection, as provided for the other Assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Article 5, subparagraph "J" hereof.

C. **ACCESS AT REASONABLE HOURS.** For the purpose of performing the maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, but not the obligation, after giving a seven (7) day notice in writing to the Owner, to enter upon any Lot or the exterior of any improvements thereon between the hours of 9:00 A.M. and 5:00 P.M. on any day except Saturday or Sunday and such entry shall not be deemed a trespass. In the event there is a serious health or safety hazard, the seven (7) day notice requirement shall be waived.

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8. **ARCHITECTURE REVIEW COMMITTEE.**

A. There shall be established an Architectural Review Committee (hereinafter referred to as "Committee"), which shall be appointed by the Board of Directors. This committee shall consist of a Chairperson, who shall be a member of the

Board of Directors, and two (2) or more members of the Association. None of the members shall be entitled to any compensation for services rendered pursuant to this Restated Declaration. All members of the Committee shall serve two (2) year terms once appointed. In the event of a vacancy on the committee, a replacement committee member shall be appointed by the Board of Directors for the remainder of the term. Committee meetings shall be held monthly the first week of each month. Each Association newsletter shall publish the locations and dates of the six (6) future meetings of the Committee. Special meetings will be held as necessary to consider out-of-cycle requests. Notices of committee meetings shall be posted in the subdivision at least forty-eight (48) hours in advance of the meeting or notices shall be mailed to members at least seven (7) days in advance of the meeting. Minutes shall be taken at all committee meetings, and the same shall be preserved among the corporate records.

B. Members of the Committee shall be precluded from making any Committee decisions relating to any Lot or Lots owned by them in the Sabal Grove subdivision. All architectural requests, plans or other documents required by Article 9 of this Restated Declaration relating to Committee member's property shall be submitted to the Board of Directors for approval or disapproval. Any Director who is a member of the Committee shall be precluded from voting on any architectural issue submitted to the Board.

ARC (9) **CONSTRUCTION REVIEW**

A. Whether or not provision therefore is specifically stated in any conveyance of a Lot, the Owners or occupants of each and every Lot by acceptance of title thereto, or by taking possession thereof, covenant and agree, for themselves, their heirs, administrators, personal representatives, successors or assigns, that no structure or improvement shall be placed on any Lot, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof have been received the prior approval of the Committee. "Structure or Improvement" as used herein shall include, but not be limited to, fences, storage sheds, swimming pools, porches, alteration of the exterior surface of the home (including screened porch, swimming pool, or paint), addition or extension of concrete surfaces (walks, patios, driveways or slabs), solar energy devices, decorative buildings (such as gazebos) and alterations or construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of the local governing agency issuing permits for construction or land alteration, in effect at the time of such proposed construction or alteration. The Committee shall have the right to approve or disapprove any improvement or structure.

B. Approval or disapproval of the plans, specifications and plot plans must be given within ten (10) days after the Architecture Review Committee's meeting which next follows the submission. If the approval or disapproval is not given within that time, then such written approval shall not be required; provided, however, that no single-family building, accessory building or structure shall be erected which violates any of the provisions of this Restated Declaration. Two sets of construction requests must be submitted to the Committee. The Committee shall notify the Lot Owner, in writing, of the approval or disapproval, and the response will be signed or initialed by a member of the Committee.

C. The approval or disapproval of plans, specifications, and locations by the Committee shall be based on grounds including, but not limited to, aesthetic reasons, effect on property value, and/or neighborhood conformity, and shall be at the sole discretion of the Committee. The construction request provided to the Committee shall include detailed sketches, a copy of the permit as applicable, and include location, size, materials, shape and color, as applicable for the structure or improvement. This request shall be submitted by the Lot Owner to the Committee prior to the scheduled Committee meeting, to be considered at that meeting. The Committee shall hand deliver or send via US mail its written response within ten (10) days of the Committee meeting which followed the request. An application which does not contain all of the information and documents required herein shall not be considered by the Committee, shall not be deemed submitted for any purposes hereof until complete, and it shall be the applicant's responsibility to bring his or her request into compliance. For purposes of approval or disapproval deadline, an application shall first be considered received on such date as all required information and documents are received. The Committee's determination as to completeness shall be binding.

D. In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that approval was not given, and that a violation and/or breach of this Restated Declaration has occurred, and all enforcement provisions of this Restated Declaration shall be applicable. Changes to, or replacement of structures or improvements previously approved by the Committee, shall require the approval of the Committee in the same manner as was required for the original structure or improvement.

E. In the event of a violation of Article 9 of this Declaration, the Lot Owner shall be responsible for all costs associated with the removal or modification of the structure or improvement that caused the violation, and, additionally all enforcement

provisions of this Restated Declaration shall be cumulatively applicable. The Lot Owner shall also be responsible for any legal expenses and costs associated with the Association's enforcement of this Section.

F. All exterior construction, paint and other activities relating to a structure or improvement for which plans and specifications are required to be submitted to the Committee for approval shall be completed within six (6) months from the date of written approval. The Committee may grant an extension of said six-month period at its discretion.

ARC (10.) **SETBACK LINES.** The setbacks will be as per City of Rockledge zoning specifications as may be changed from time to time.

11. **SUBDIVISION OF LOTS.** No Lots, as shown on the Subdivision plat, shall be subdivided except that one or more Lots, or parts thereof, abutting other Lot(s) may be joined or merged to increase the size of such abutting Lot(s), and such Lot(s) of increased size shall thereafter remain as one building site.

ARC (12.) **BUILDING DESIGN AND SPECIFICATIONS:**

A. Residences shall have roofs of fiberglass shingles, asphalt shingles, wood shingles, cement tile, clay tile, or poured masonry or other materials approved by the Committee.

B. The use of aluminum, vinyl, tin, or iron shall be specifically prohibited for siding on any structure, unless otherwise expressly approved by the Committee.

C. Each residence shall have an enclosed, two-car or larger garage. Carports shall not be permitted. Garage door screens may be installed in addition to a solid garage door.

D. ~~No false stone or simulated brick veneer shall be permitted on the exterior of any residence. All paint used on the exterior body of any residence shall be subdued in its tone. There shall be no loud or bright colors. Changes to paint colors originally applied by the builder of the residence shall be submitted for approval by the Committee prior to being applied on any residence.~~

E. All driveways shall be constructed of concrete, brick or a combination of concrete and brick. Expansion of existing driveways shall require Committee approval.

F. Swimming pools may be constructed on any Lot, provided no portion of any swimming pool or its appurtenances, including its fence, shall encroach upon the setback lines established in Article 10 hereof, or upon any other setback line established by law. The location of and materials to be used in all swimming pools must

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receive the prior written consent of the Committee. All pools must have restricted access from all directions by fencing, screened enclosures and/or the residential structure. The fences and/or screened enclosures must receive the prior written approval of the Committee. Swimming pools shall be only of the in-ground type, and shall be constructed of fiberglass, concrete or concrete type materials.

G. Electrical connections to any structure built on a Lot shall be buried underground. Overhead electrical connections are expressly prohibited.

H. No residence which contains a floor area of less than twelve hundred (1,200) square feet of living area shall be erected on any Lot.

I. Each Owner shall be responsible for maintaining the drainage swale over the rear and sides of the Lot as per the plat of the Subdivision, including mowing and removal of debris that might affect the free flow of the storm water drainage system. In the event an Owner is duly noticed by the Association, or governmental authority, of a violation of this provision, and shall fail to timely remove any debris or remedy any situation adversely affecting the storm water drainage system that may exist on that Owner's Lot, then the Association shall have the power and duty to remove such obstruction and to lien the Lot for any costs incurred in connection therewith, including a reasonable attorneys' fee that may be incurred for the collection or prosecution thereof.

J. Hurricane shutters may be installed by any Lot Owner without approval of the Committee.

K. No window or wall air conditioning units shall be permitted.

L. Screen porches are permitted, but must have a trussed roof with roofing materials that match the residence's style, design and structure, in the discretion of the Committee.

M. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

ARC (13.) **REGULATION OF STORAGE SHEDS**

A. ~~Storage sheds shall require the approval of the Committee prior to installation.~~

B. ~~Storage sheds for homes that are not on the retention ponds are permitted and shall be of wood framed construction or stucco with a shingled roof. The shingled roof and sides of the shed shall match the respective colors on the primary residence. The shed must be tied down. The shed must be placed behind the back line of the structure. A location near the rear of the property and not visible from the street is the preferred position.~~

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C. ~~Storage sheds for homes on the retention ponds and conservation easements shall not be detached from the primary residence. A Rubbermaid-style outdoor storage closet shall be permitted on the side of said residences.~~

D. ~~Rubbermaid style outdoor storage closets shall be permitted as long as they are not detached from the primary residence. These style storage closets shall not be located ahead of the front line of the residence. The preferred location is either in the rear of the residence or on the side of the residence.~~

14. **GROUPS AND YARD MAINTENANCE.**

A. Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed, edged and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, grass and plants which die shall be promptly removed and replaced.

B. No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such Property in such vicinity.

C. All residences must have sodded or seeded lawns. Desert type yards of sand and rock are prohibited.

D. No building materials of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such materials will be used and is used within two (2) months for the construction of buildings or structures upon the Lot on which the materials are stored.

15. **REGULATIONS OF PARKING: MOTOR HOMES, BOATS, TRAILERS, ETC.**

A. No unlicensed motor vehicle will be parked on any Lot at any time, except in an enclosed garage. Boats, boat trailers, camper trailers, recreational vehicles, motor homes, trucks, exclusive of pick-up or panel, and other types of trailers shall be parked in an enclosed garage, or to the rear of the front line of the residence, and shall not be parked in the street right-of-ways. Trailers and motor homes shall not be used for temporary or permanent occupancy in the Subdivision. No mobile home shall be parked or installed on any Lot. Construction trailers for the storage of tools, materials and equipment may be permitted during the course of construction of the main dwelling; but in no event shall the time permitted exceed six (6) months.

B. Under no circumstances shall any vehicle be parked on the grass of any residence or any Sabal Grove Homeowners' Association maintained area.

C. The parking of commercial vehicles (which description shall include but not limited to: any vehicle utilized primarily for commercial purposes or bearing any commercial signage; any trucks larger than a full-size pick-up truck; tractor-trailers; semi-trailers and commercial trailers) at any time on driveways or otherwise on a Lot, on the Common Areas or on the streets of the Subdivision, is prohibited except during construction and for brief loading and unloading purposes.

ARC (16.) SATELLITE RECEIVING DISHES: TRANSMITTERS AND ANTENNA.

A. With regard to antennae, aerials, and any electronic receiving apparatus having a diameter in any dimension exceeding one meter, the same shall not be allowed unless obscured from view from the street(s) and located in such a manner as to provide no safety hazard, and further shall be allowed only on condition that the same provides no interference with other electronic equipment operated in the subdivision.

B. With regard to any antennae, serial, or electronic receiving apparatus having a diameter of one meter or less, the Committee shall expedite consideration of any request for approval of same. In no event shall the Committee approve erection of any such device having a height greater than twelve (12) feet above the highest point of the roof line of the applicant's residence. The Committee shall require that any such device be located to minimize visibility from adjacent streets, and be constructed in a manner which addresses safety concerns, subject to the owner's right to receive an acceptable quality signal.

C. "Ham Radio" and other analogous radio transmitters shall be prohibited within the subdivision.

ARC (17.) REGULATIONS OF FENCES AND WALLS.

A. Boundary and interior fences shall be permitted, but only after written approval has been obtained from the Committee as specified in Article 9 herein. The Committee may condition its approval on the modification of the type, location, design or materials used in the proposed fence or wall.

B. Fences are to be four (4) or six (6) foot high wood structures, except as specified in Article 17C herein. Barbed wire fencing is prohibited under all circumstances.

C. Fences for residences that abut the retention ponds must be constructed of wood from the front building line of the dwelling to the rear building line of the dwelling. Four (4) foot chain-link fencing must be constructed from the rear line of the dwelling to the rear of the property line and across the back of the property.

D. Fences for residences that abut the conservation areas must be constructed of wood from the front building line of the dwelling to the rear building line of the dwelling. Four (4) foot wood or chain link fencing must be constructed from the rear line of the dwelling to the rear of the property line and across the back of the property.

18. **DRAINAGE AND RETENTION AREA EASEMENT -
"RETENTION AREA"**

A. "Retention area" shall mean that area which is a part of the stormwater management system, and as identified as such on the plat of the Subdivision or subsequent amendments and replats.

B. **Maintenance and Utilization of Retention Area:**

1. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system, maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

2. Each Lot Owner agrees in the acceptance of title to a Lot that no obstruction, wall, fencing or planting shall be placed in the area designated on the plat as "Drainage Retention Easement" that would obstruct, hinder or prevent the maintenance of the area within said area.

3. Each Lot Owner acknowledges in acceptance of title to a Lot that the natural state of the Retention Area including grading, cannot be altered or modified.

4. No treated, polluted or chlorinated water shall be discharged by any Lot Owner directly into the Retention Area.

5. Any amendment to this Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

6. 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 surface water or stormwater management system.

7. Each Owner shall be responsible for the maintenance, operation, and repair of the swales on the Owner's property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating or otherwise obstructing the surface water flow in the swales is prohibited.

19. NUISANCES AND WASTE

ARC (A.) Clotheslines may be maintained on a Lot. Clotheslines are considered a structure and must receive the prior written approval of the Committee before they are located on the homeowner's property.

B. No part of any Lot shall be used for major automotive, motor, or engine repairs except that tune-ups and minor repairs may be conducted within the garage on the Lot by the Lot Owner while working on his own automobile, motor or engine.

C. No garbage, trash or other refuse from the premises shall be placed or emptied upon the surface of any Lot.

D. No motorized boats shall be permitted to be used on any of the retention ponds situated in the Subdivision. No swimming or innertubing shall be permitted on the retention ponds as well.

E. Home businesses will be allowed in the subdivision as long as they do not result in increased traffic flow or increased on-street parking. No signs will be allowed to be displayed.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of any lot, except that dogs, cats or any other household pets may be kept thereon if they are not raised, bred, kept, or maintained for commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Board shall control.

ARC (G.) Swings, climbing gyms and other children's play apparatus may be installed without approval of the Committee. These apparatus, however, shall not be forward of the rear setback line of the residence. Basketball goals are an exception that may be used on the driveway of the residence.

25. **MAINTENANCE OF ENTRYWAY** The Association will maintain at its expense, the landscaped main entranceway to the subdivision from Murrell Boulevard, on the Plat, including but not limited to the plantings, signs, structures, fixtures and other improvements located thereon.

26. **CONSERVATION EASEMENT** "Conservation Easement Area" means all of such areas described on any Plat of Sabal Grove. The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.05, F.S., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

A. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas.

B. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.

C. The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas.

D. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas.

E. Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

G. Acts or uses detrimental to such retention of land or water areas.
The Conservation Easement Areas hereby created and declared shall be perpetual.

The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

ARC (H.) Canopies or similar temporary structures shall not be maintained on a Lot for longer than three (3) consecutive days. Canopy style storage areas or carports shall not be constructed or maintained on a Lot.

ARC (20.) **EASEMENTS.** No Owner shall erect any structure or install any fence or impediment within the Retention Area as identified on the Subdivision plat or granted to the Association.

ARC (21.) **SUBDIVISION IMPROVEMENTS.** All construction undertaken in the Subdivision by Owners, their contractors or other agents or servants, shall be performed in a manner not to interfere with, modify or otherwise adversely affect the Subdivision improvements described in the Plat thereof. Any such interference, modification or adverse effect, if found to have occurred, in the opinion of the County Engineer, Brevard County, Florida or the City of Rockledge designees, shall be immediately corrected upon written notification by the Committee, to the Owner responsible therefore or for whom the work in question had been performed. Such corrective work will immediately thereafter be undertaken and completed at the expense of such Owner.

22. **REMEDIES FOR VIOLATION.** For a violation or breach of any provisions of this Restated Declaration by any person or entity, the Association, any Owner, the City of Rockledge or the St. Johns River Water Management District, shall have the right to proceed at law or in equity, to compel compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to promptly enforce any provision of this Restated Declaration shall not bar their enforcement. The prevailing party in any dispute arising hereunder shall be entitled to recover reasonable attorney's fees. The Association shall have the right to assess fines, in addition to its other remedies, as provided in Chapter 617, Florida Statute, as amended.

23. **AMENDMENT.** This Restated Declaration may be amended by a positive vote of at least two-thirds (2/3) of the Owners, or their proxies, present at a meeting convened therefore by the Board of Directors by a fifteen (15) day advance notice to Owners. Any duly authorized amendment, properly executed by an officer of the Association, will be recorded in the Public Records of Brevard County, Florida. No common areas may be mortgaged or conveyed without consent of at least two-thirds (2/3) of the Owners, or their proxies, present at a meeting described in the first sentence of this paragraph.

24. **LIABILITY FOR COMMON AREAS.** Nothing contained herein shall be deemed to impose personal liability upon an Owner for damages arising due to an incident upon the common area, or a Lot owned by another Owner.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity, including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns.

Access to the Conservation Easement shall be over Publicly dedicated rights-of-way and over the Public Utility Easements which exist along the rear 7.5 feet of each and every Lot and along the side 5 feet of each and every Lot.

27. **MISCELLANEOUS**

A. Notwithstanding any previous language to the contrary, the provisions of this Restated Declaration shall control over the Declaration and any prior restatements or amendments thereto.

B. Use of Lots shall be limited to residential purpose. Nothing herein shall be deemed to prevent an owner from leasing his or her residence to a single family, subject to these restrictions.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Restated Declaration the day and year first above written at Brevard County, Florida.

SABAL GROVE HOMEOWNERS' ASSOCIATION

Witness

By: _____
As Its President

Witness

By: _____
As Its Secretary

Notary Public