

improvements have been constructed or erected shall be allowed to become or remain overgrown or unsightly.

Section 8. Planting. No hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six (6') feet above the roadway intersection elevation to prevent obstruction of sight lines.

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

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

Section 11. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each Lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible. Each Owner is granted an easement over, upon and across the land of the adjoining Owner on each side for the purpose of maintaining, painting and repairing the extension of the wall on said Owner's property.

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

Section 13. Easement for Walkways. The Developer reserves to itself and its successor and assigns the right to construct walkways between the homes for the benefit of the occupants and their guests. To this extent and for this purpose the Developer reserves an easement over and across said walkways.

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

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

Section 16. Fire, Casualty, and Flood Insurance. The Association may require that each owner of a Lot or Living Unit, except the Developer, carry fire, casualty, and/or flood insurance covering the premises in a minimum specified amount. Upon the

determination by the Association that an Owner has failed to obtain such insurance coverage, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to correct the same, then in such event the Association may obtain such insurance coverage for the account of the Owner. The cost thereof shall be assessed to the Owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Article X.
GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by the Developer and, after "turnover", by recording among the Public Records of St. Lucia County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots in each class in the hereinabove described property have approved such amendment. Provided, however, that no such amendment may be made subsequent to the date on which control of the Association is turned over to the Class "A" Members as provided herein, without written consent of General Development Corporation, its successors and/or assigns; provided further that no amendment affecting the rights or obligations of General Development Corporation, its successors or assigns, may be made after the "turnover" without the written consent of General Development Corporation, its successors and/or assigns; and that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners; provided further that any amendment which would affect the surface water management system, including the water management portions of the common areas, as provided in Article IX hereof, must have the prior approval of the South Florida Water Management District.

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

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

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by an proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

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

Section 6. Information. The Association is required to make available to family residence lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 7. Financial Statements. Any holder of a first mortgage shall be or is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.