

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FARMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FARMS (herein "Declaration") is made this _____ day of _____, 2003, by Flinchum-Schlitt Development, L.L.C., a Florida limited liability company (herein "Developer").

WHEREAS, Developer is the owner of the land described on Exhibit "A" attached hereto and made a part hereof (herein "Property"); and

WHEREAS, Developer subdivided and platted the 3rd Place S.W. Roadway, which plat was recorded in **Plat Book 17, Page 18,18A**, in the Public Records of Indian River County, Florida (herein "The Farms") said plat by reference being made a part hereof; and

WHEREAS, Developer desires to subject The Farms and the land described on Exhibit "B" attached hereto and made a part hereof (herein "Out-Parcel") to the provisions of this Declaration in order to create thereon a residential community of single family homes and to provide a flexible and reasonable method for the administration, operation, maintenance and development thereof.

NOW, THEREFORE, Developer hereby declares that: (1) the Property and Out-Parcel shall be held, sold and conveyed subject to the matters shown on the Plat of The Farms; and (2) the Property and Out-Parcel shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration, which covenants, conditions and restrictions shall run with the land and which shall be binding upon all parties having any right, title or interest in the land or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner of such land or any part thereof.

**SECTION I
DEFINITIONS**

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

1. "Architectural Review Committee" or "Committee" or "ARC" shall mean the Architectural Review Committee appointed by the Board of Directors of the Association.
2. "Association" shall mean The Farms Property Owners Association, Inc., a Florida not-for-profit corporation, or its successors and assigns.
3. "Board of Directors" shall mean the Board of Directors of the Association.
4. "Common Areas" shall mean and refer to portions of the Development ornamental plantings, irrigation systems, Development identity signs, and any other improvements included within the Development installed and maintained solely or primarily for the benefit of the Development as a whole.
5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Farms applicable to the Development and recorded in the Public Records of Indian River County, Florida.
6. "Developer" shall mean and refer to Flinchum Schlitt Development , L.L.C., a Florida limited liability company, or
 - (a) Any person or entity who succeeds to the title of Developer to all or a portion of the Development by sale or assignment of all of the interest of the Developer in the Development, if the instrument of sale or assignment expressly so provides; or
 - (b) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by this Declaration, the Articles of Incorporation or the Bylaws of the Association.
7. "Development" shall refer to The Farms subdivision and Out-Parcel.
8. "Lot" shall mean each separately owned residential building site within the Development, namely the Out-parcel and Lots 1 through 15.
9. "Member" shall mean and refer to all those Owners who are Members of the Association.
10. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to a "Lot" but notwithstanding any applicable provision of any mortgage shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

11. "Subdivision" shall mean and refer to "The Farms" subdivision.
12. "Surface Water or Stormwater Management System" means 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

SECTION II
USE RESTRICTIONS

1. No Lot shall be used for any purpose except erection, maintenance and use as a single family private residence with the sole exception of the permitted exceptions hereafter specified in this Paragraph 1. There shall be no commercial, business or professional use of any Lot no matter how incidental such use may be to the single-family dwelling purpose. The permitted exceptions to the foregoing are:
 - A. A limited exemption from this provision shall be applicable to the Out-Parcel of the Subdivision. Owners of the Out-Parcel shall be permitted to use the existing house and barn for a sales office and construction staging area. Existing house and barn set backs are exempt from Subdivision setbacks. However, any new construction on the Out-Parcel must meet all county and Subdivision restrictions and covenants.
 - B. The Owner or occupant of a Lot may use the house or other enclosed structures on the Lot for home or cottage occupations in strict accordance with county ordinances (if and to the extent permitted under county ordinances) provided that 1) there is no appreciable impact on the Owners and occupants of the other Lots and (2) there is no appreciable external evidence thereof, and (3) there is no appreciable increase in the vehicular use of the roads within the Subdivision. The determination of (1), (2) and (3) above shall be at the sole discretion of the Board of Directors.
2. No Lot shall be divided, subdivided, or reduced in size. In the event more land than one Lot is used as one building site, it shall be considered as a single Lot and shall not be further subdivided. No Lot or any part of the Development shall be used for access to any property not part of the Development.
3. No time sharing, interval ownership, or other similar division of the fee simple ownership of any Lot or any single-family dwelling erected thereon shall be

permitted. However, this provision shall not prevent the leasing of any single family dwelling to a tenant for normal single family residential purposes. The Owner of a Lot may lease the Lot and improvements thereon to a lessee, however the lessee shall be bound by all the stipulations of this Declaration the same as the Owner.

4. No building or structure for any purpose shall be erected; placed or permitted to remain in the Subdivision which shall be more than two stories in height. There shall be no outside stairways or stairwells leading to any second floor, any roof or sundecks unless approved by Architectural Review Committee. The provisions hereof prohibiting outside stairways or stairwells shall apply to all homes whether or not same is a two-story home.
5. No residence shall be erected, placed or permitted to remain in said subdivision which covers less than 2,300 square feet of living area, exclusive of open or screened porches, garage attached or unattached, and auxiliary buildings. If a two story building, said dwelling shall have a minimum ground or first floor area of not less than 1,700 square feet, and the total area of said two-story dwelling shall be no less than 2,300 square feet.
6. A minimum 9-foot ceiling height is required on main residence.
7. Main roof areas shall have a minimum slope of 6:12 and 3:12 over porches. No flat roofs are permitted. Roof overhangs shall be not less than 10 inches and incorporate fascia of 8 inches to 12 inches to provide scale to roof edges unless otherwise approved by the Committee. Aluminum or vinyl fascia is not permitted. Acceptable roofing materials are dimensional asphalt shingles, clay or cement roof tiles, tin roof, wood shingles or wood shakes. No barrel tile, composition wood shingles or colored glazed tiles are permitted.
8. Driveways shall be constructed substantially in accordance with Exhibit "C" attached hereto. Driveways shall be a minimum of twelve (12) feet in width and have a minimum base of six (6) inches of compacted, stabilized material. Gravel, shell, concrete or asphalt driveways are permitted. All driveways shall be maintained in a good condition including, but not by way of limitation, regular removal of weeds or grass from the driveway. All driveways shall have a concrete or asphalt apron from edge of road to beginning of East-West fence line. During period of construction, provisions should be taken to protect edge of pavement from damage due to equipment, vehicles, etc. A designated construction entrance shall be maintained by keeping fill dirt at height of pavement. If damage occurs, Owner or Builder shall be required to repair by a professional paving contractor at their own expense.
9. There shall be no change in the topography of any Lot or swales either for construction or landscaping without the approval of the Committee.

10. No wall or window air conditioning units shall be permitted. All exterior pumps, motors, compressors, tank or similar mechanical devices shall be properly screened from view by such means as shall be approved by the Committee.
11. Generally speaking, all fences, gates and walls located on or about the perimeter or interior of the Lots shall be aesthetically appealing and conform to Indian River County zoning codes. Owners are required to install a wood four (4) rail fence ten feet back along the entire length of the front property line as described on Exhibit "C" attached hereto. The construction and materials shall match that of the subdivisions 66th Ave. fence and shall be as follows: Four and one-half (4 ½) feet high four-rail wood fence with six (6) inch by six (6) inch posts which the base of all posts shall extend into the ground a minimum depth of three (3) feet. All posts must be pressure treated. Rails must be a minimum of two (2) inch by six (6) inch pressure treated lumber. Posts shall be set eight (8) feet apart. Fences shall be level and painted white. If owner elects to install A fence on the rear or side lot lines it shall be as follows; **Rear** ; Four rail with 2x6 P.T. and 4x4 P.T. posts eight feet apart. Top of posts to be at ELV. 26.67' with base of posts extending into ground a minimum of three feet. **Side**; Option #1 Four rail with 2x6 P.T. and 4x4 P.T. posts eight feet apart. Option #2 Field fence on 4x4 P.T. posts eight feet apart with a top 2x6 P.T. stiffening rail at ELEV. 26.67'. Wooden stockade/shadow box, barbed wire, or chain link fences are generally prohibited; however, for purposes of privacy, security or safety reasons within the 1 ¾-acre building area, these may be considered by the Committee for approval on an individual basis. The location, style and color of all fences, gates and walls of any kind must be approved by the Committee. All fences walls and gates shall be maintained on a regular basis to promote the aesthetics of the Development.
12. Each Homeowner will be required at time of construction to install and maintain a post light on a dusk to dawn photo cell. Post lights are to match design, material, and height of developers front entry lights and to be located at home's entry positioned as described on Exhibit "C" attached hereto.
13. Each dwelling shall include either an attached or unattached enclosed two-car garage with the minimum width of 22 feet. All garages must have garage doors that are maintained in a good operating, useful condition. No garage may be converted to another use without the approval of the Committee. Conversions may be permitted if approved by the Committee and the converted use would otherwise be permitted use or structure and if another garage meeting the requirements hereof is simultaneously and contemporaneously constructed.
14. No radio towers or television towers of any kind shall be permitted. No satellite dish over 21" in diameter will be permitted on front elevation of home.

15. No building or structure of any kind or character whatsoever shall be erected, reconstructed or maintained on any Lot except a separate and detached single family private dwelling house, and each dwelling house shall be designed and erected for the occupation by a single private family only. For use with such residence, swimming pools and adjacent patios, appropriate buildings for guest house, servant's quarters, garages, toolhouse, laundry house, utility building, storage facilities, horse stalls, and similar facilities shall be permitted upon any one Lot in said subdivision, provided same are permitted by the Indian River County zoning regulations then in effect and are approved by the Committee. Such auxiliary building or buildings shall be constructed of same materials and shall be of the same architectural design as the residence. Such auxiliary building or buildings shall be constructed simultaneously with or subsequent to (never before) erection of the residence. No pipe or canvas/tarpaulin of any kind. No metal sheds or metal barns shall be permitted on any Lot.
16. The exterior of all structures on a Lot, including without limitation to houses or auxiliary buildings of any nature shall be of smooth stucco, brick, and Lap siding or natural materials such as stone or wood. There shall be no exposed block, or vinyl siding. 5/8" No-groove cedar or cypress plywood used with a board & batten application will be allowed. Pre-grooved plywood sheathing and/or inexpensive pressed wood products shall not be allowed for exterior walls. Exterior colors shall be light colors. No bright colors such as red, orange, etc. or dark colors are permitted as "body" color.
17. The ARC shall give final approval of all exterior color plans and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms to the natural color scheme of and for The Farms. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted. Samples of proposed exterior colors or color changes shall be submitted and approved well in advance of their actual application. Artificial simulated or imitation materials shall not be permitted without the approval of the ARC. Samples of proposed exterior materials may be required at the time plans are submitted.
18. All architectural designs must be approved by the Committee. High quality architectural designs which are "classic" and/or "traditional" in character are encouraged for the Development. No modular structures are allowed. Exterior doors shall be predominantly hinged type doors with no sliding doors exposed to streets, etc.
19. All water pumps, treatment systems, sprinkling systems, gas tanks, pool equipment, garbage cans and air conditioning units shall be screened with a

structure to harmonize with existing structures or screened with adequate landscaping material so as not to be visible from the street.

20. All electrical and telephone lines shall be run underground from service lines in the subdivision easements. No service poles or overhead lines shall be erected, placed or permitted other than those constructed in the platted utility easements by the utilities company.
21. No building or structure of any kind for any permitted use shall be erected or reconstructed less than 150 feet from any street right of way, nor less than 75 feet from any side Lot line (for the purpose of computation of this set back requirement, the side Lot line is any side Lot line which does not face on any street), nor less than 100 feet from any rear Lot line or as may be allowed by Indian River County Zoning Codes, whichever is greater. Except for the 100 foot rear set back from rear Lot lines, the set backs herein described shall not include permitted items such as fences or walkways. The set back and location requirements for said excluded permitted items shall be such as is permitted by the county (or other applicable) zoning regulations and approved and accepted by the Architectural Review Committee. In the event that any single Owner, including a husband and wife, shall acquire more than one Lot, or a Lot and a portion of another adjacent Lot, such multiple Lots, or a Lot and portion of an adjacent Lot, shall be considered as one Lot for the application of the building restrictions as to side Lot lines, Indian River County permitting.
22. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. An "annoyance" or "nuisance" shall be as determined by the Board of Directors and such determination shall be final.
23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, under or in any Lot, nor shall oil or gasoline tanks, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nothing in this paragraph shall be construed to prohibit the digging of a pond on each Lot for the purpose of obtaining on-site fill, so long as same is approved by the Architectural Review Committee, permitted by Indian River County and so long as any necessary permits are obtained from Indian River County or any other applicable governing body.
24. A minimum of a ½ acre lake or pond is required and will need to fit into the master drainage plan of the Development and as such must be taken into consideration. The banks of any pond or lake should have a slope of not steeper than 4:1 to prevent erosion. Lakes and ponds developed by individual Lot Owners should have a minimum finished depth of eight (8) feet to deter or

prevent rank vegetative growth. The banks of any pond or lake shall be maintained in a good condition. Any pond dug on Lots are to be considered part of the landscaping and ornamental in character and shall be subject to the review of the Architectural Review Committee. Docks, slides and other similar structures deemed inappropriate shall not be permitted unless approved by the A.R.C.

24. No animals, livestock, or peacocks of any kind shall be raised, bred or kept on any Lot, except as follows: Unless otherwise prohibited by County ordinance, household pets, dogs, cats, a maximum of three (3) horses or ponies, a maximum of two (2) cows, and a maximum of two (2) pigs are permitted provided they are not kept, bred or maintained for commercial purposes. No animals shall be placed or kept on a Lot unless the Owner is residing on same (normal vacations excepted). In no event shall boarding of pets or other animals be permitted in the Development. Pets shall be kept under the control of their owners at all times. It is understood and agreed to by all Lot Owners and Members that NO LIABILITY will be assumed by the Association for any injury to person, property or animal that may occur for allowing the animals mentioned above within the Development.
25. No outbuilding shall be used for permanent or temporary residence purposes except those specifically approved and constructed as a guesthouse.
26. No above ground pools of any kind are permitted.
27. Clotheslines or drying yards shall be so located as not to be visible from the street serving the premises.
28. No Green Houses of a "home-made" nature are permitted and must be approved by A.R.C.
29. There shall be no "boarding up" of houses except for storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.
30. No sign of any kind shall be displayed to the public view except the entrance sign built by Owner. However, the following signs shall be permitted: (1) a sign showing the name of the Owner and containing not more than one square foot of space; (2) a sign advertising a "model home" which shall contain not more than nine (9) square feet of space; (3) a sign advertising a "lot for sale" or a "for sale" sign which shall contain not more than four square feet of space; and (4) other similar signs provided same are approved by the Architectural Review Committee and the size of same does not exceed the maximum of four square feet of space. Any such signs which are of a "home-made" variety and not constructed and lettered by a professional sign company or are not the standard "for sale" signs used by real estate brokers

shall be subject to review and approval as to quality and aesthetics by the Architectural Review Committee.

31. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be exposed to public view. Domestic animal droppings shall be disposed of in a sanitary manner to prevent any unsightly, odorous or noxious condition.
32. .
 - A. The following plants are considered nuisance exotics and are not permitted in the Development: Australian Pine, Norfolk Pine, Monkey Puzzle, Brazilian Pepper, and Melaleuka.
 - B. The following plants are considered a threat to citrus and host plant to the Caribbean Fruit Fly and are not permitted in the Development: Cattleya Guava (*Paidium Cattlelalum*), Common Guava (*Paidium Guajava*), Loquat (*Eriobotrya Japonica*), Rose Apple (*Byzygium Jambos*) and Surinam Cherry (*Eugenia Uniflora*). If these host plants are discovered to exist on any of the Lots, the Lot Owner shall immediately remove same from the property.
33. If any clearing or under brushing is required or done on any Lot or building site, the underbrush and other debris, fallen trees, etc., resulting from such clearing and under brushing, shall not be burned or buried on any Lot or building site in the subdivision but shall be removed from the site.
34. No motor home, recreational vehicle, trucks larger than three-quarter ton, travel trailer ("pop-up" or otherwise), boat, boat trailer, or other trailer, tractor or mowing equipment shall be parked, stored, or allowed to remain on the streets in the Subdivision or on any Lot except in an enclosed garage or in an area situated at the rear of the home in an inconspicuous location that nearly eliminates any potential visual nuisance from the street or adjoining Lot Owners, as determined in the sole discretion of the Architectural Review Committee.
35. No structure of a temporary character, trailers, tents, shacks, guesthouses, barn or other outbuildings shall be placed on any Lot at any time, either temporarily or permanently. Construction offices may be placed on any Lot during the construction period only.
36. No tractor-trailer trucks shall be permitted to be parked overnight on any Lot or street in the Subdivision. No heavy equipment shall be kept, stored or parked upon any Lot, excepting a Lot upon which improvements are being

constructed, in which case equipment used in connection with the construction of said improvements may be permitted to be kept or stored on the Lot for a reasonable construction period.

37. Commercial trucks shall be required to park in the garage or enclosed structure only, and no commercial business involving the same shall be conducted from on any Lot in the Subdivision.
38. No dismantled automobile or trucks shall be permitted to remain on any Lot or street. This provision shall include any motor vehicle without a current license tag. Failure to comply with this paragraph shall be considered a nuisance which may be abated by the removal of the vehicle at the cost of the Owner.
39. A limited number of solar panels in an inconspicuous location & not on the front elevation shall be permitted. Specific approval of a solar panel design much be obtained by the Committee.
40. All yard areas within a 1 ½ -acre building site designated on the plat of the Subdivision shall be entirely sodded with St. Augustine or Floratam type sod within one hundred (100) feet of the residence and within twenty-five (25) feet of any auxiliary building or structure, with the exception of planting beds. Grass in sodded areas shall be maintained at a height of six (6) inches or less. Vegetation outside of the sodded and planting areas may be kept in their natural state, provided that the result is aesthetically appealing. Any area used as pasture shall be regularly maintained and mowed at a maximum height of 16" to prevent overgrowth and unsightliness. No overgrazing to dirt shall be permitted.
41. All existing water furrows must be filled in with clean fill dirt to create a "crown" on each Lot which will drain into the engineered Subdivision stormwater system so as not to hold water on site other than in lakes and ponds. All Owners must maintain a drainsite plan consistent with the overall Subdivision drainage plan, which Lot drainsite plan shall be approved by the Architectural Review Committee.
42. Because of the limited amount of naturally occurring vegetation in The Farms it is the stated intent of this Declaration to emphasize the need for carefully landscaped Lots emphasizing the use of indigenous species to create a native Florida environment.
 - A. Landscaping material shall be of a mature size and shall be drought and freeze resistant species. ARC will use the guideline of 5% of construction cost and Lot value as a minimum expenditure for the landscaping budget. This is for planted materials and is not intended as a budget for walks, sprinkler systems, driveways, patios, or hard surface items. The ARC shall take into consideration the size of the

Lot, location of the home on that Lot, location of adjacent structures to the Lot and the impact of the structure on adjoining neighboring Lots in determining the adequacy of the landscaping plan.

- B. The ARC shall use a point system guideline requirement across the front property line to create a natural canopy without obstructing the view of homes by planting material with a minimum trunk height of 5' which will begin behind the fence line and shall extend a minimum of 20' to the rear of the property as described on attached Exhibit "C". The canopy shall contain a minimum total of 17 points which will count toward the overall 5%. 75% of such trees shall be of hardwood species, such as, Live Oak, Bay, Carrotwood, Silk Oak, Eucalptus, Wax Myrtle, or similar variety. 25% of all trees shall be cabbage palms or similar variety. The following table will be used for calculating canopy points:

- (1) 2" Caliber x 12' Height with 5' Spread = 1 point
- (1) 4" Caliber x 16' Height with 6' Spread = 2 points
- (3) Cabbage Palms or similar species = 1 point

- C. In all areas where new sod is installed, a landscape irrigation system shall be installed of sufficient size and capacity to irrigate all sodded or landscaped areas and must be maintained in good working order. The irrigation system must be on an automatic timer screened from view and shall be installed prior to completion of landscape installation.

43. Commercial lawn care and pool cleaning services are prohibited on Sundays however Owners reserve the right to maintain property on these days.
44. If construction is not commenced on said Lot within six (6) months from date of acquisition, the Owner shall have unoccupied Lots mowed at least three (3) times a year and storm debris shall be removed as may become necessary. All developed Lots shall be mowed as necessary to maintain no more than six-(6) inch height of grass.
45. A central community mailbox will be supplied by Developer at the entrance. Individual mailboxes are prohibited.
46. No hunting or shooting/firing of firearms or weapons of any kind shall be permitted in the Development.
47. The provisions of this Section II shall not be construed to prohibit the construction of a "model home" or "model homes" and the use and showing of said model home or model homes to prospective purchasers of Lots or prospective homeowners within the Development, provided such model home otherwise meets the applicable restrictions and covenants set forth in this

Declaration.

SECTION III
EASEMENTS; RIGHTS OF WAY

1. Easements for installation and maintenance of utilities and/or drainage facilities are reserved as shown on the recorded 3rd Place S.W. Roadway plat in Plat Book 17 Page 18, 18A. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or unreasonably interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in drainage easements or which may obstruct or retard the flow of water through the drainage channels in drainage easement.
2. The private road right of way and easement shown on the recorded plat of the Subdivision is a private road and it shall be maintained by the Association. **The common areas and rights-of-way are not dedicated to the public and will not be maintained, repaired or improved by the county.**

SECTION IV
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

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 systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District (sometimes hereinafter referred to as the "District"). Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the District. **Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.**
2. The 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 system. By this easement, the 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 Association shall have a perpetual non-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 swells, without the prior written approval of the St. Johns River Water Management District.

3. 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 Lands, must have the prior approval of the District.
4. The 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.
5. The Developer has constructed a Drainage Swale upon each Lot for purposes of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. 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, excavation, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

SECTION VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Subdivision or Out-Parcel A shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The membership of each Owner is appurtenant to the Owner's ownership of a Lot or out-parcel and automatically shall be transferred upon the transfer of the Lot or out-parcel. Said membership otherwise shall be non-transferable whether by gift, bequest, devise, assignment or otherwise.
2. Voting Rights. The Association shall have three (3) classes of voting membership:
 - A. Class A. The Class A members shall be all members who own any

Lot in the Subdivision, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interests required for membership by Paragraph 1 above. When more than one person holds such interest or interests in any such Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot which is owned by more than one person.

- B. Class B. The Class B member shall be the Developer. The Class B member shall be entitled to ten (10) votes for each Lot in the Subdivision in which it holds the interest required for membership until such Lot is first sold. The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:
- (1) When the total votes outstanding in Class A exceed the total votes outstanding in the Class B membership; or,
 - (2) On December 31, 2005.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership as set forth above.

- C. Class C. The Class C members shall be all members who own Out-Parcel A or Out-Parcel B. Class C members shall have restricted voting rights. On those matters on which Class C members have a vote (as hereinafter set forth), one vote may be cast by the Owner/Owners of Out-Parcel A and one vote may be cast by the Owner/Owners of Out-Parcel B in accordance and consistent with the corresponding provisions hereinafter set forth for Class A voting rights.

In all voting, voting by proxy shall be permitted, and any action which requires a vote may be taken by unanimous written consent of all members without a meeting.

3. Powers. The Association shall have all of the following rights, duties and powers.
- A. To maintain, keep in repair, construct, reconstruct and operate as may be applicable in order to carry out and effectuate the rights, duties, obligations and responsibilities of the Association as set forth in this Declaration.
 - B. To purchase and maintain casualty and liability insurance and such other insurance as the Association may deem necessary or reasonable.

- C. To retain, hire, engage and pay such persons or firms as are appropriate in order for the Association to carry out its rights, duties, obligations and responsibilities.
 - D. To levy, assess and collect any and all general or special or other assessments against and upon all or any of the members of the Association and lands subject to levy and assessment, **not limiting to the right to file a lien or foreclose if not paid**, in accordance with the authority and power set forth in the Declaration.
 - E. To enforce the covenants, agreements, restrictions and provisions of this Declaration.
 - F. To exercise any other rights or privileges given to it expressly by this Declaration or by law and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
4. Architectural Review Committee: An Architectural Review Committee is hereby established with the initial members being Lawrence P. Schlitt, J. Russell Flinchum, and William Craft. When a vacancy occurs, the vacancy shall be filled by appointment by the Appointment Committee, Lawrence P. Schlitt and J. Russell Flinchum. All building and landscape plans must be approved by said Committee prior to the commencement of construction or installation of said structure. A plot plan showing location of all improvements to be located on said property and showing property setbacks shall be submitted to this Committee by Owners at the same time that the house and landscape plans are submitted and shall be approved by this Committee. In the event of the death or resignation of the Appointment Committee, the Architectural Review Committee of not more than three (3) members will be appointed by a majority of Owners of the Lots in The Farms Subdivision.

SECTION VII
AMENDMENT OF DECLARATION

1. By Developer. Until the Class B membership shall cease, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no materially adverse effect upon any material rights of any affected Owner. Thereafter, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict therewith; (b) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; or (c) to enable any institutional or

governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as the Developer still owns property described in Exhibits "A" or "B" for development as part of the Property, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

2. By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty-one percent (51.00%) of the total Class "A" votes in the Association, including fifty-one percent (51.00%) of the Class "A" votes held by Members other than the Developer, and the consent of the Developer, so long as the Developer owns any Lot.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Notwithstanding the foregoing, any amendment of this Declaration which would affect the surface water management system (including any environmental conservation areas and the water management portions of the Common Areas) must first be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the District determines that such amendment would affect the surface water management system, then the amendment shall not become effective until any necessary modifications to the surface water management permit have been applied for and obtained.

3. Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Public Records of Indian River County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may, directly or indirectly, remove, revoke, or modify the status of, or any right or privilege of, the Developer or the Class "B" Member without the written consent

of the Developer or the Class "B" Member (or the assignee of such right or privilege).

- 4. Exhibits. Exhibits "A," "B," and "C" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Section, except as otherwise specifically provided in this Declaration. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, Flinchum-Schlitt Development, L.L.C., a Florida limited liability company, has executed this Declaration of Covenants, Conditions and Restrictions for The Farms as of the date first above written.

WITNESSES:

**DEVELOPER
FLINCHUM-SCHLITT DEVELOPMENT,
L.L.C., a Florida limited liability
company**

WITNESS SIGNATURE

By: _____
Lawrence P. Schlitt
As its Managing Member

WITNESS NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I **HEREBY CERTIFY**, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Lawrence P. Schlitt personally appeared before me, as Managing Member of Flinchum-Schlitt Development, L.L.C., a Florida limited liability company, and executed or acknowledged his previous execution of this instrument. I **HEREBY FURTHER CERTIFY**, that Lawrence P. Schlitt, is the same person either executing or acknowledging execution of the foregoing instrument because: I personally know him/her/them OR I have satisfactory evidence of same based upon a Florida driver's license or Other identification: _____ **WITNESS** my hand and official seal in the State and County aforesaid this ____ day of _____, 2003.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)