

amendments to the Architectural Guidelines. Any modifications or amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. The ARC shall also have the power to approve, disapprove or conditionally approve all applications submitted to it in accordance with Section 1 of this Article. The Board of Directors of the Association may adopt a schedule of reasonable fees for processing applications.

Section 4. Developer Conveyance to Association: Developer shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as, in the sole judgement of the Developer, the Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been the Developer.

Section 5. Contractors and Subcontractors Rules and Regulations: All contractors, subcontractors, and material men shall follow the Contractors and Subcontractors Rules and Regulations, a copy of which is attached hereto as Exhibit "A", as the same may from time to time be amended in accordance with Section 3 of this Article.

ARTICLE VIII RESTRICTIONS

Section 1. Residential Use: The Properties subject to these covenants and restrictions may be used for residential Living Units and for no other purpose except that Developer may use one or more Lots for sales offices or model homes, and further:

No business or commercial building may be erected on any Lot and no business, except for two (2) garage sales per year, may be conducted on any part thereof. No building or other improvements shall be erected, altered, or improved upon any Lot without the prior ARC approval thereof as elsewhere herein provided. When the construction of any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the Lot.

Hurricane shutters may only be installed not more than 5 days before a hurricane or windstorm and must be removed within 5 days after each hurricane or windstorm.

Section 2. Pets: No animals, livestock, birds, or fowl shall be kept, bred, raised or maintained on any part of the Property or any Lot except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash or restrained when they are outside the Owner's premises or Living Unit and must not become a nuisance to other Members or residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and

SECTION 3. LIQUES DRIVING AHEAD: THERE SHALL BE NO COURTESIES OR OVERTAKING AT ANY PART OF THE PROPERTY OR ANY LOT.

Section 4. Trucks and Other Vehicles: Only four-wheel passenger vehicles (including pickup trucks smaller than 1 ton) shall be parked upon any Lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot. All other types of vehicles must be kept inside an enclosed garage, i.e., pickup trucks 1 ton or larger, trucks of commercial usage, motor homes, R.V.s, and trailers. No heavy equipment, except during construction, shall be kept, stored, or parked on any Lot.

Section 5. Boats: No boats shall be allowed on the Property or any Lot except within enclosed garages.

Section 6. Signs: No sign of any kind shall be displayed to the public view of any Lot. This Section shall not apply to the Developer or its designees.

Section 7. Condition of Lots Prior to Construction: Vacant Lots must be mowed and/or properly maintained in accordance with the Architectural Planning Criteria.

Section 8. Condition of Lots: Upon construction of a dwelling, all Owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other Lots in the subdivision and in accordance with the Architectural Planning Criteria.

- A) All Lots must be mowed and properly maintained to avoid unsightly appearance.
- B) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere or any Lot at any time.
- C) In the event that any Owner shall fail or refuse to keep his Lot in accordance with this Declaration or the Architectural Planning Criteria, then after fifteen days written notice, the Association may enter upon said Lot and remove the same at the expense of the Owners, and such entry shall not be deemed a trespass.

D) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant Lots. Each vacant Lot must be mowed of underbrush, regularly, and at no time may growth thereon exclusive of trees, exceed twelve (12) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any Lot and the cost of the work shall be paid by the Lot Owner and payment secured by a lien on the Owner's Lot enforceable in the manner provided by law for the enforcement of mechanics' or construction liens.

COPIES

Section 10. Oil: No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a Lot except as such underground tanks required for heating, cooking, or air conditioning.

Section 11. Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, campers, vans, tents, sheds, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Properties or any Lot except in accordance with this Declaration and the rules and regulations of the Association. This restriction shall not apply to temporary structures used by the Developer or the Association.

Section 12. Rules and Regulations: No person, Owner or Member shall use the Common Properties, the Properties any Lot or Living Unit, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time.

ARTICLE IX ENFORCEMENT

If the Owners of the Properties or any Lot covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any Properties or any Lot situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages, court costs, enforcement costs, interest, and attorneys fees and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving part in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendants in such proceedings.

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 the Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

The remedies and rights provided for in this Article XI shall be in addition to such other rights and remedies set forth in this Declaration or available as a matter of statute, general law and equity.

SOLELY

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Developer, the Association and Members thereof.

ARTICLE XI
EFFECTIVE DATE

ARTICLE XII
GENERAL PROVISIONS

COPIES

This Declaration shall become effective upon its being recorded, with appropriate certificates, in the public records in INDIAN RIVER County, Florida

Section 1. Duration and Remedies for Violations: The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot or Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject Property or Lot, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

Section 2. Speed Limit: The speed limit in the Properties shall be 15 M.P.H. All traffic directional signs are to be followed. The Association may void the construction pass of violators.

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, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 4. Amendments: This Declaration may be amended at any time from time to time by a vote of not less than two-thirds (2/3) percent of those Owner's or Members voting (Class A and Class B), either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments. Any vote pertaining to

COPIES

ability to develop the Riviera Key subdivision, or its ability to sell unimproved lots shall be submitted to the Developer for prior consent, which it shall not unreasonably withhold. However, any amendments, which would modify or terminate any right or reservations granted to the Developer in this Declaration, must first be given the written approval by the Developer.

~~Any amendment to the Covenants and Restrictions which alter the Surface Water or Storm Water 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.~~

~~Any amendment to the Covenants and Restrictions which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property, must be approved by the Association.~~

~~Section 5. Usage: Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.~~

ARTICLE XIII EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. Except as provided in the plat or other instrument pertaining to an easement, the surface of the easement area within each lot, if any, shall be mowed and maintained by the Owner of each Lot.

ARTICLE XIV CONSERVATION EASEMENTS

blank

ARTICLE XV DEFAULT

The Developer or other holder of any institutional mortgage acquiring title to a Lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale, resulting from the foreclosure of said mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such Lots or chargeable for the former Lot Owner which become due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from the Member owing the unpaid assessment and if not collectible there from all of the Lot Owners on a pro-rata basis

ANY PERSON WHO ACQUIRES AN INTEREST IN A LOT EXCEPT THROUGH THE INSTRUMENT OF AN INSTITUTIONAL MORTGAGE" OR "MORTGAGE HELD BY THE DEVELOPER", SHALL BE PERSONALLY LIABLE AND JOINTLY AND SEVERALLY LIABLE WITH THE GRANTOR OR FORMER OWNER OF THE LOT FOR ALL OF THE UNPAID LIENS OR ASSESSMENTS UP TO THE TIME OF THE TRANSFER OF OWNERSHIP.

FOR THE PURPOSE OF THIS INSTRUMENT, AN INSTITUTIONAL MORTGAGE SHALL BE DEFINED AS A MORTGAGE ORIGINALLY EXECUTED AND DELIVERED TO A BANK, SAVINGS AND LOAN ASSOCIATION OR INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA OR THE DEVELOPER FOR THE PURPOSE OF PURCHASING OR MAKING IMPROVEMENTS TO SAID LOT.

ARTICLE XVI
SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, OPERATION, AND REPAIR OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM. MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM(S) SHALL MEAN THE EXERCISE OF PRACTICES WHICH ALLOW THE SYSTEMS TO PROVIDE DRAINAGE, WATER STORAGE, CONVEYANCE OR OTHER SURFACE WATER OR STORM WATER 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 OR STORM WATER MANAGEMENT SYSTEM SHALL BE PERMITTED, OR IF MODIFIED, AS APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

ARTICLE XVII
LAWS GOVERNING

IT IS EXPRESSLY UNDERSTOOD THAT THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS DECLARATION AND THE PROVISIONS HEREIN CONTAINED.

THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PRECEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM.

IN WITNESS WHEREOF, THE SAID DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THIS 19 day of OCT, 2005.

[Signature]
Witness

[Signature]
Witness

SOUTH LAKES, L.L.C.

BY *[Signature]*, President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

[Large stylized signature]

ALL COUNTY DIVISION TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARING
Personally known to me and known to me to be the PRESENT of
SUIT CASES L.L.C. And that they acknowledge executing the same
freely and voluntarily under authority duly vested in them by said corporation and that the seal
affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 19th
day of AUGUST 2004
Christine S. Weiss
Notary Public

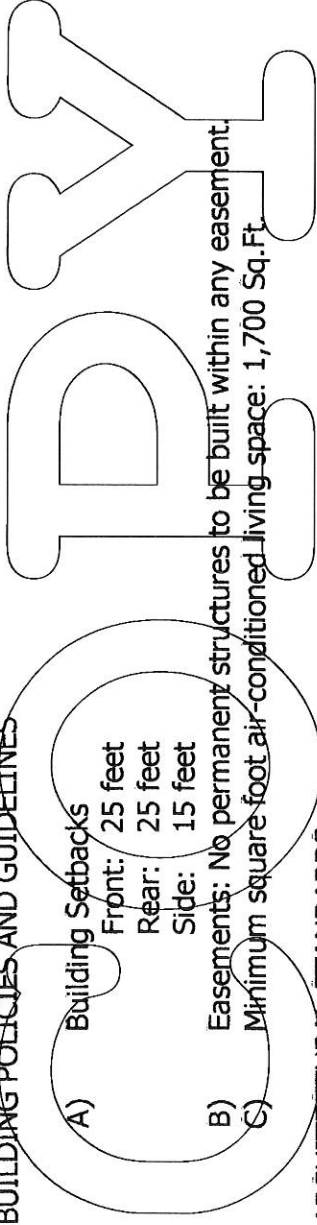


COPY

COPY

ARCHITECTURAL GUIDELINES
SOUTH LAKES SUBDIVISION

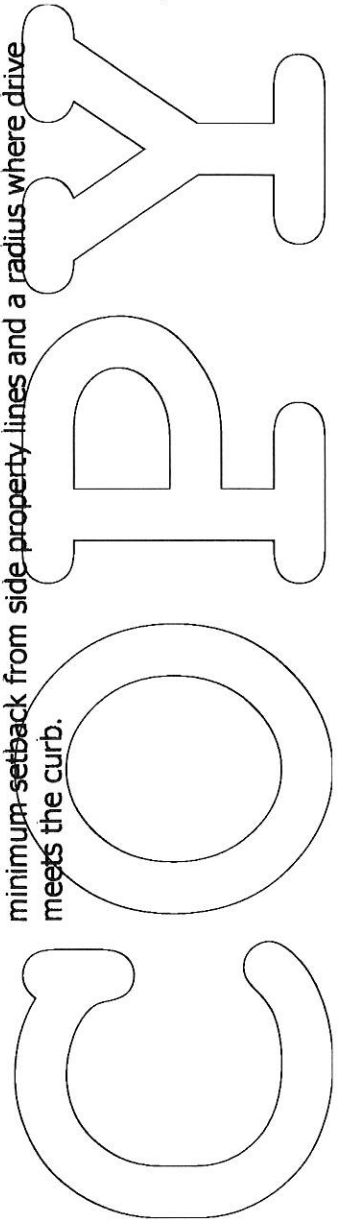
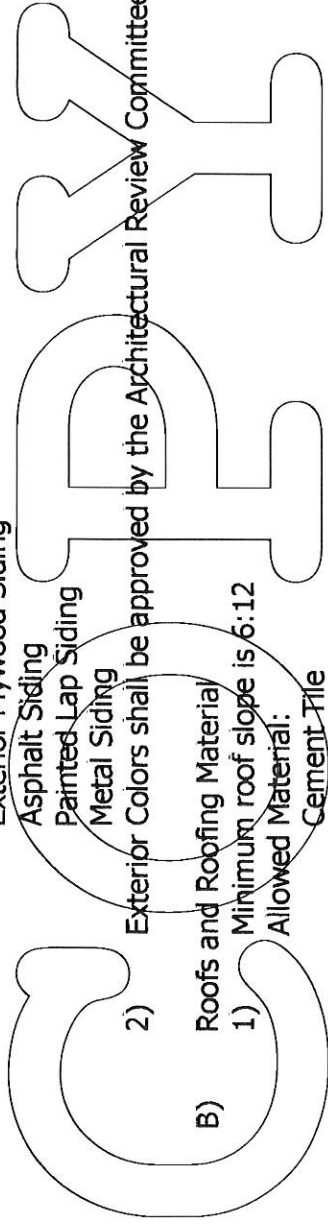
BUILDING POLICIES AND GUIDELINES



- A) Building Setbacks
Front: 25 feet
Rear: 25 feet
Side: 15 feet
- B) Easements: No permanent structures to be built within any easement.
- C) Minimum square-foot air-conditioned living space: 1,700 Sq.Ft.

ARCHITECTURAL STANDARDS

- A) Materials, Colors, and Finishes
 - 1) Exterior wall finishes
Allowed:
 - Stone
 - Stucco
 - Brick
 - Not Allowed:
 - Vinyl Siding
 - Exterior Plywood Siding
 - Asphalt Siding
 - Painted Lap Siding
 - Metal Siding
- 2) Exterior Colors shall be approved by the Architectural Review Committee.
- B) Roofs and Roofing Material
 - 1) Minimum roof slope is 6:12
Allowed Material:
 - Cement Tile
 - Architectural (Dimensional) Shingle
 - Metal Seam
- C) Doors, Windows
 - 1) Front: Single with one or two side panels ; single with glass; or double doors required.
 - 2) Garage, minimum two car.
 - 3) Louver windows are not permitted
- D) Driveways
 - 1) Minimum width 12 feet (excluding motor court area) with 2-foot minimum setback from side property lines and a radius where drive meets the curb.



- Concrete with brick paviors
- Stamped Concrete
- Tabby Concrete
- Locking Brick Pavers

Not Allowed:

- Asphalt
- Gravel, loose stone

- E) Garages + All garages must accommodate at least two cars.
- F) All exterior elevations to be approved by the Architectural Review Committee.

ADDITIONAL ITEMS

- A) Location of Solar Panels must be approved by the Architectural Review Committee.
- B) Screen Enclosures are permitted.
- C) Fences on lakes are permitted between the center side of the house and the lake maintenance easement. They must be no higher than a 4' high green vinyl clad links with a minimum 2' high shrubby screen. Color of fence must be approved by ARB as well as plant material. Fences on non-lake Lots are permitted between the center side of the house and the rear property line, provided they are six (6) feet high. Fence style must be of white PVC material approved by the ARC.
- D) Double mailboxes must be community approved and located on every other Lot line.
- E) All homes must have a front post light on a photoelectric cell.
- F) Above ground pools are not permitted.
- G) Aluminum patio roofs are not permitted.
- H) 18" dish antennas are permitted as long as they are screened from the street or any adjacent home site. ARC approval is required for location.
- I) Parking of recreation vehicles, boats, campers, etc. is permitted only in the enclosed garage.
- J) No temporary basketball structures are allowed. Permanent basketball structures allowed provided they receive approval from the ARC.

ENGINEERING REQUIREMENTS

- A) Minimum finish floor elevation shall be 18 inches above the crown of the adjacent roadway, or the minimum floor elevation as established by F.E.M.A. or INDIAN RIVER County, whichever is greater.
- B) The maximum finish floor elevation shall be 1 foot above the minimum.
- C) Lot grading shall be in accordance with the St. Johns River Water Management District Permit.

THE MISSION OF SOUTH LAKES WILL BE TO KEEP AND PRESERVE EXISTING NATURAL BEAUTY AND PLANT LIFE. The following requirements will be used only as a guideline. **ALL LANDSCAPE AND CLEARING PLANS MUST BE APPROVED BY THE ARC.**

- A) Each home shall have a minimum of 6 trees. A minimum of two Live Oak Trees, 12 to 14 feet high with a 2 inch caliper not closer than 15 feet or further than 20 feet from the back of curb at least 25 feet apart. Two trees may be any canopy variety, 12 to 14 feet high with a 2 inch caliper planted any where on the Lot at the discretion of the ARC. The last two trees may be palm trees 12 to 14 feet high planted any where on the Lot at the discretion of ARC. This requirement may be modified at the discretion of the ARC based on a survey of the existing trees on the Lot. Lot Owners must maintain minimum landscaping as originally installed.
- B) Total Lot area including road right-of-way and to the edge must be sodded or landscaped.
- C) Automatic irrigation systems are required.
- D) All sod must be St. Augustine, Floratam.
- E) Front yards must have a minimum of 250 square feet of planter beds.
- F) Two (2) palm trees, six (6) foot minimum trunk height must be planted on each Lot within fifteen (15) feet of the water edge. This requirement may be modified at the discretion of the ARC based on a survey of the existing trees on the Lot. Bald cypress trees are not permitted.

ARCHITECTURAL REVIEW COMMITTEE (ARC)

- A) Purpose
The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in architectural themes and maintain harmony between all residences and to preserve and enhance values of the Properties.
- B) Scope of Responsibility
The ARC has control over all construction within the Lots. All construction must first be approved by the ARC Enforcement Powers.
- C) Should an architectural violation occur, the ARC or the Association has the right to injunctive relief to require the Owner to stop, remove, and or alter any improvement in a manner, which complies with the standards established by the ARC. Approval by the ARC does not relieve the Owner of his/her obligation to receive any additional governmental approvals, if required.
- D) Limitation of Responsibilities
The primary goal of the ARC is to review the application, plans, specifications, materials and samples to determine if the proposed improvements, landscaping and structures conform to the design criteria and guidelines as set forth by the ARC and the Association. The ARC does not assume responsibility for such things as structural adequacy, conformance with local or state building codes, safety requirements, or governmental laws and ordinances.

COPIES

ASSOCIATION.

F) Variances

All variance requests pertaining to an ARC decision must be made in writing to the ARC. Any variance granted shall be considered unique and will not set any precedent for future decisions or constitute a waiver of ARC's enforcement powers.

G) Appeal

If an applicant has been denied, or approval subject to conditions, which the Owner feels are unacceptable, the Owner may request a hearing before the ARC. The ARC will review its decision and notify the Owner of its final decision within (10) days of the hearing.

H) Construction Inspections

Periodic inspections may be made by the ARC or its agents while construction is in progress to determine compliance with the approved plans and specifications. Modification to the Design Guidelines

I)

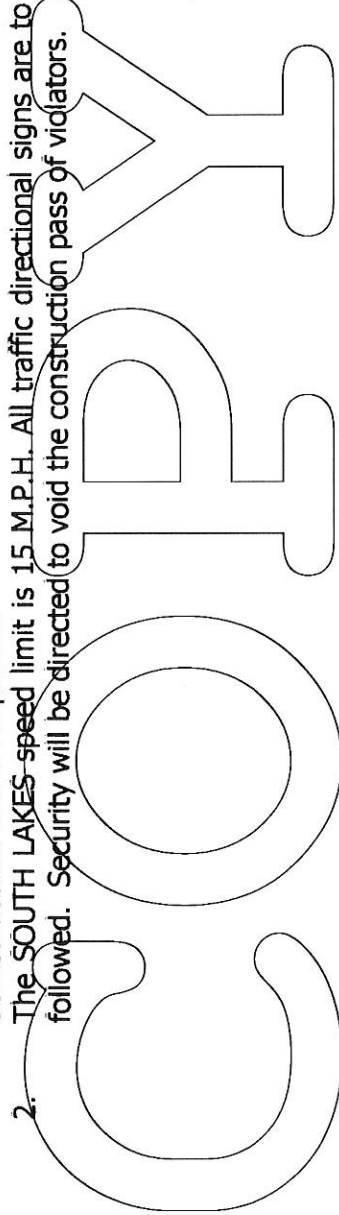
The ARC may at any time request a change or modification to the design guidelines.

ARCHITECTURAL REVIEW PROCESS

- 1) The builder and/or Owner shall make a written application to the ARC. The application shall include a site plan, floor plans, elevations, specification for the proposed residence and tree survey, (landscape plans may be submitted at a later date but also must obtain ARC approval).
- 2) A member of the ARC shall review the application and submitted data to determine its completeness. If sufficient information exists to enable the ARC to evaluate the proposed project, a meeting of the full board is called to consider the application. If the application is not complete, an ARC member will notify the builder and/or Owner and the builder and/or Owner shall provide additional information.
- 3) The ARC shall review the proposed project for a maximum of thirty days. The builder and/or Owner shall be notified that the application has been approved, approved with stipulations or disapproved. Reasons for approval with stipulations or disapproval will be provided by the ARC. If the ARC does not notify the Owner within thirty days the application is deemed to have been approved. A simple majority of the ARC is required to approve or disapprove any application.

CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. There will be no job seekers or salespersons admitted to the Properties unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be denied access to the Properties.
2. The SOUTH LAKES speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security will be directed to void the construction pass of violators.



התחילת העבודה תהיה עם אישור מועדון הבנייה, אך לא תהיה אחריות על הפרת חוקי התחבורה. מועדון הבנייה לא יאשר עבודה בלילה או בשבת. מועדון הבנייה יאשר עבודה בלילה או בשבת רק במקרים חריגים. מועדון הבנייה יאשר עבודה בלילה או בשבת רק במקרים חריגים.

Association will not be responsible for vacant Lots, but will call the proper authorities if trespassing is observed.

4. No fill, construction materials or trash may be dumped or stored on adjacent Lots.
5. Construction sites must be kept neat. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.
6. No dogs will be permitted in or about the Properties other than those owned by Lot Owners.
7. No sub-contractors signs may be placed on construction sites.
8. Any damages to adjacent Lots, especially swales, must be repaired by the contractor, regraded and reseeded.
9. Parking is permitted during construction on the road right-of-way. No overnight parking vehicles or construction equipment is permitted without approval.
10. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent Lots will not be disrupted by construction.
11. All contractors must carry liability insurance, workers compensation insurance and must be appropriately licensed.
12. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.
13. The Association reserves the right to deny the services of any contractor who previously has not been in compliance with the foregoing.
14. No road radios, phonographs or tape decks are permitted.
15. No construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Association. Work may not begin before 7:30 AM and all employees must be off the Lot by no later than sunset.
16. Heavy vibrating taping roller equipment may not be used for compacting fill.
17. Vehicles with noisy mufflers will not be admitted.
18. Turning around in Lot-Owner's driveways will not be permitted.
19. The following will also not be permitted:
 - a) Drinking of alcoholic beverages.
 - b) Firearms.
 - c) Fishing.
 - d) Illegal Drugs.
 - e) Lewd, obnoxious or offensive language or acts.

COBBEY