

Index – Phase II – Covenants and Restrictions

6.1.12.....	Access to lots - access permitted by Declaration shall not be trespassing
First Amend. #3.....	Amendments - approved by majority of parcels represented in person and proxy.
Third Amend. #9.....	Amendments - no amendment effective unless also included in Phase I
13.4.1.....	ARB - quorum, no formal meetings required, action confirmed in writing.
Third Amend. #11 (13.2.1)	ARB - Approval/Disapproval response time
Third Amend. #11 (13.2.2)	ARB - Disapproval - applicant's request for formal meeting
Third Amend. #11 (13.2)	ARB - necessity of board for review
13.4.3.....	ARB - not liable for its actions in connection with submitted plans, unless wrongful intent
Third Amend. #11 (13.2.2)	ARB - Notification of approval.
13.4.4.....	ARB - power to release lot from structural violation, if violation is minor.
Third Amend. #12.....	ARB - Right of entry to determine violations
13.3.....	ARB - up to three members - appointed by Board
13.4.3.....	ARB - use reasonable judgment, - liability
Second Amend. #1	Architectural Review - alterations, changes - need approval
Second Amend. #4	Architectural Review - Antennae, satellites, rooftop accessories
Fifth Amend. #14	Architectural Review - Color of dwellings - no same color within three houses, consistent with current colors
Fifth Amend. #10	Architectural Review - Completion of construction -
13.6.6.....	Architectural Review - Driveways - same grade at edge of street - concrete, paver stone or brick
Fifth Amend. #13	Architectural Review - Board quorum, meetings, update to BOD
Fourth Amend. #5	Architectural Review - Fences - no fences allowed except approved pool fences with landscaping.
13.1.1.....	Architectural Review - Floor area of dwellings - Lots 37-58, 1800 sq.ft. under air; 32-36, 2000 under air
Fifth Amend. #15	Architectural Review - Garages - min. 440 sq. ft. - attached or detached, entrance street or side
13.7.....	Architectural Review - Landscaping - plans submitted along with other plans
Third Amend. #13	Architectural Review - Plan submittal procedures.
Fifth Amend. #11	Architectural Review - Approval/Disapproval within 20 working days
Second Amend. #6	Architectural Review - Roofs - minimum pitch--five in twelve; no flat roofs; no asphalt shingles
13.6.1.....	Architectural Review - Screening
Second Amend. #7	Architectural Review - Setbacks - Front 25; side 15; rear 20; side 2-story 20 ft.
6.1.28.....	Architectural Review - Siding requirements - no plywood, board & batten not allowed
Third Amend. #15	Architectural Review - Swimming pools - in ground only
Second Amend. #10	Architectural Review - Variances
6.1.27.....	Artificial Vegetation - not permitted without ARB approval
5.1.....	Assessments - Association has authority to make and collect assessments
Second Amend. #3	Assessments - basis and collection of assessments - \$50 penalty

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Fifth Amendment #2	Assessments - basis and collection of assessments - uniform rate
Fifth Amendment #3	Assessments - effect of non payment, interest, lien, attorney's fees
5.11.....	Assessments - exempt property - owned by Association, dedicated to County
Second Amend. #3	Assessments - penalty - 30 or more days late.
5.2.....	Assessments - used for expenses of the Association
Third Amend. #5	Back-flow preventers - preferred location
Fifth Amend. #8	Builders signs - primary builder may display one commercial sign
Third Amend. #6	Builder's signs - should include after hours emergency phone number
6.1.18.....	Clotheslines - must be screened from street and adjoining lots
4.11.....	Common Areas - adjustment; property not used for residential shall be common
4.1.....	Common Areas - Association responsible for management
4.2.....	Common Areas - Maintenance obligations, failure to maintain
4.14.....	Common Areas - Maintenance of sprinkler, streets, lights, entrance features, etc.
Fifth Amend. #7	Common Areas - Owners cannot perform maintenance or alterations, except as member of committee
6.1.21.....	Common Areas - Owners responsible for damage done
4.12.....	Common Areas - use by family and guests of owner, subject to rules & regulations
6.1.37.....	Construction barrier - protect preserve area during construction
15 10.....	Covenant, restriction - Failure to object to owner's violation shall not be deemed to be a waiver of such
covenant	
15.12.....	Covenants - Declaration supercedes Articles of Incorporation and By-Laws
15.1.....	Covenants - duration to be 50 years - extended for 10 years at a time - run with property
10.2.....	Covenants - Enforcement - failure to comply - legal action, loss of vote, use of Common areas
10.1.....	Covenants - Enforcement - owners shall comply and also with rules and regulations
15.5.....	Covenants - enforcement at law or in equity
Third Amend. #3 (6.1.9.1)	Decorations - patriotic/seasonal holiday decorations
1.1.....	Definition - ARB
1.2.....	Definition - Association
1.3.....	Definition - Board of Directors
1.4.....	Definition - By-Laws
1.5.....	Definition - Common Areas
1.6.....	Definition - Common Expenses
1.6.5.....	Definition - Common Expenses declared in declaration
1.6.3.....	Definition - Common Expenses incurred - administration
1.6.1.....	Definition - Common Expenses incurred - common areas

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1.6.2.....	Definition - Common Expenses incurred - personal property
1.6.4.....	Definition - Common water, sewer, utilities
1.9.....	Definition - Member, an owner see 3.2
1 10.....	Definition - Owner - record owner
1.12.....	Definition - Preserve Area Management Plan -- plan for protection of preserve areas
1.13.....	Definition - Residential Lots - lots on which single family homes are to be constructed
1.14.....	Definition - Rules and Regulations - adopted by Board of Directors
1.15.....	Definition - Streets -- which are private and part of common area
1.11.....	Definition - The Property - real property subject to this declaration
1.16.....	Definition - Traffic Regulations - speed limits promulgated by the Association
4.9.....	Easements - Association has right to grant additional or relocate utilities
6.1.31.....	Easements - no planting on, except approved landscaping to street & to rear lot line
6.1.14.....	Easements - no planting, improvement on right of way
5.7.....	Fines - may be levied for violations of covenants or rules and regulations
Third Amend. #3 (6.1.9.2)	Flags - American flag only, except seasonal flags under sec. 6.1.9.1
Fourth Amend. #3	Flood Lights on eaves - not directed towards streets or adjacent property, extended hood
6.1.38.....	Gopher Tortoise Relocation - need permit by FGFFC, owners expense
6.1.35.....	Guest Facilities - guest suite without a kitchen permitted, no separate rental
Third Amend. #3 (6.1.9.4)	Hurricane Shutters
15.2.....	Indemnification of Directors - against any claim from operating association
Third Amend. #8	Individual Assessments -
4.13.....	Insurance - Association required to have general liability insurance
6.1.7.....	Insurance - Don't permit anything to increase rate of insurance on parcel/common property
6.1.29.4.....	Irrigation - automated - moisture sensing device - Xeriscape - back-flow preventers not visible
Fourth Amend. #4	Landscape Lighting - low voltage, white illumination, flood lights with extended hood
First Amend. #1	Landscaping - plan approval and penalties
Second Amend. #5	Landscaping Costs - minimum \$4500.00.
6.1.29.2.....	Lawns - maintained for pest, weeds, grass not to exceed in., shrubs trimmed
6.1.26.....	Leasing - no leasing for a term less than 4 mo or 2 X in one year
2.1.....	Legal Description - Exhibit A
Sixth Amend. #1....	Lien to Mortgage - subordinate to mortgage to institution
Fourth Amend. #2....	Mail boxes - white in color, no "theme" mailboxes, no newspaper boxes allowed
3.2.....	Membership - record owner entitled to be member of Association
2.2.....	Merger or Consolidation - merger with another association allowed

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8.....	Mortgagees have right of ingress and egress to lots upon which they hold mortgage
15.4.....	Notices to owners properly sent if personally delivered, mailed to last address
6.1.8.....	Nuisances - no nuisance, immoral or illegal activity, no excessive noise
6.1.34.....	Occupancy - no garage, trailer or partially completed building used for occupancy
Third Amend. #3	Outside Displays - ARB has right to remove offensive/obtrusive displays
4.4.....	Owners easement - right to enjoy common property
4.5.....	Owners easement of common property - specific rights
4.5.5.....	Owners enjoyment subject of right of Assoc. to transfer all or part of Common Property
4.5.1.....	Owners enjoyment subject to levy of assessments
4.5.4..	Owners enjoyment subject to mortgage of common areas for improvement, repair
4.5.3.....	Owners enjoyment subject to rules and regulations of Association
Fifth Amend. # 1	Violation of covenants - right to suspend owners use of common areas
6.1.15.....	Owners Property - clean, no rubbish, Association has right to clean up
6.1.32.....	Owners Property - maintenance of lots - no debris, Assoc. has right to clear with notice & costs charged
6.1.32.....	Owners Property - maintenance of lots, swale areas and drainage easements
Fifth Amend #9 / 6.1.32.1	Owners Vacant Lots - association responsible for mowing - owner responsible for cost - or can maintain own lot
Fifth Amend. #5	Parking - no parking on street overnight or on unpaved areas
6.1.4.....	Pets - no more than 4, owner responsible for clean up. removal of nuisance pets
6.1.29.5.....	Preservation of Trees - protect natural foliage and trees
6.1 40.....	Preserve Area - management responsibility of association, removal of exotics
4.7.....	Public Easements - Fire, Police, etc. --have perpetual easement for ingress/egress.
14.1.1.....	Purchaser of property to furnish Association with mailing address, new owner to acknowledge Rules & Regs.
Fifth Amend #5 & 6.1.5	Recreational & Commercial Vehicles - no boats, commercial vehicles, etc.
6.1.22.....	Recreational Facilities - use at own risk
6.1.16.....	Refuse and Storage tanks - containers not visible; underground or small BBQ propane okay
Third Amend. #4	Refuse Containers - Keep in garage or screened with approved material
Third Amend. #2	Residential Use - single family dwelling - restrictions on business activity
Fifth Amend. #4	Residential Use - single family dwelling; guest house permitted if ordinance if permitted by regulations
6.1.25.....	Rules & Regulations - promulgated by Association, not necessarily stated here
Third Amend. #14	Screening - visually by landscaping or materials consistent with architectural finish of the home.
4.3.....	Seascape - access to recreational facilities and waterway
Fifth Amend. #6	Signs - no signs without approval by ARB
5.5.....	Special Assessments - emergency - hurricane, flood, fire
5.4.....	Special Assessments - unexpected expenses

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6.1.33.....	Storage facilities - must be attached to dwelling and constitute a single structure
Third Amend. #4	Storage Tanks - No large Oil/Gas tanks. Large Propane tanks must be buried.
6.1.17.....	Streets - cannot be conveyed
6.1.11.....	Subdivision of dwellings and parcels -not allowed
11.4.....	Surface Water Management System - amendments to same need approval SFWMD
3.4.....	Suspension of voting rights - when assessment has not been paid
6.1.6.....	Temporary Structures - no trailers, vans, tents, sheds, accessory structures
4 10.....	Traffic Regulations - Board has right to promulgate traffic reg. and enforcement
6.1.19.....	Underground Utilities - no above ground wires permitted
2.3.....	Unity of Title - Common areas considered one unit
4.6.....	Utility Easements - installed underground in Common Areas when necessary
3.3.....	Voting rights - Members - owners - one vote per parcel
7.....	Water & Sewer - source of water for irrigation - Martin Co. Utilities
7.....	Water & Sewer - to front of lot provided - connection to house paid by owner
Third Amend. #3 (6.1.9.3)	Yard Equipment - games, play equipment, decorative objects, patio furniture, placed in rear of property