EXHIBIT "A"

ARCHITECTURAL PLANNING CRITERIA
STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

It is the plan of the Developer of STONEY BROOK FARM to develop it into a highly restricted community of quality homes, aesthetically compatible with each other and with their natural surrounds. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specified emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

1. **Building Type and Dimensions**. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached single-family dwelling containing not less than two thousand five hundred (2,500) square feet of livable enclosed floor area, and not less than nineteen hundred (1,900) square feet on the ground floor in a two story dwelling, exclusive of open or screen porches, terraces and garages. Any dwelling erected shall not exceed more than thirty-five (35) feet in height from the highest point of elevation on said Lot and have a private and enclosed garage for not less than two (2) full sized cars.

Unless approved by the ARC as to the use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. **Procedure for Plan Submittal**. The following two-step procedure shall be followed by the Owners in submitting the necessary documentation to the ARC. Step I is established for the purpose of minimizing misunderstandings and expense to the Owners.

STEP I:

(a) The owner shall submit tentative conceptual plans and specifications, prepared in a professional manner to the ARC for approval prior to finalizing plans and specifications as called for in Step II.

(b) The owner shall submit a tree survey locating each tree of two (2) inches or greater in diameter located on the Lot.

(c) The owner shall submit elevation of the lot to determine the fill requirements or removal.

STEP II: After receiving tentative conceptual approval by the ARC, final plans and specifications, shall be submitted including the following:

(a) An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives and walks.

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(b) Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all backfilling and landscaping is done from finished ground up.

(c) Actual samples of all material such as roofing, siding, brick, etc., as well as all exterior color schemes must be submitted for approval.

(d) Landscape plan showing the location of all existing and proposed landscaping and sprinkler system layout, prepared in a professional manner.

(e) All plans must be drawn in a professional manner to a one-quarter inch scale.

3. Builder and Construction Approval. All builders or contractors must be licensed and approved by the ARC. Any construction done in STONEY BROOK FARM by any builder or contractor even though the builder or contractor has been approved by the ARC which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or their assigns by purchasing property in STONEY BROOK FARM hereby gives their permission to the ARC or its representatives to inspect the work done on their property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home. Construction must proceed on a timely and continuing basis without interruption.

All homes and auxiliary buildings to be located in the Subdivision shall be constructed by an Approved Builder. To become an Approved Builder, a builder must complete and submit an Approved Builder application to the Board of Directors. If the Board votes to approve a builder, and after paying the Approved Builder Fee, the builder is allowed to construct homes in the subdivision.

To determine a builder's qualification to be granted Approved Builder status the Board shall consider the following:

a. Builder's reputation for honesty.
b. Builder's reputation for construction quality.
c. Builder's perceived ability to construct homes consistent with desired standards for the Stoney Brook Farm subdivision.
d. Builder's financial stability.
e. Builder's reputation for compliance with deed restrictions.

The Approved Builder fee shall be $2,000.00. This fee may be modified by the Board. The Approved Builder fee is payable to the Stoneybrook Farms Group, L.LC.

The Board's decision on granting or denying Approved Builder status is final, an is not subject to appeal to any other governing body empowered by the Stoney Brook Farm P.O.A. or its governing documents.

4. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARC. No

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change in the grade or topography of the lot shall be made without written approval of the ARC. The finish floor elevation of the house must be approved by the ARC. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

5. **Exterior Color Plan**. The ARC shall have 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 areas and the extent to which the color plan conforms with the natural color scheme of and for STONEY BROOK FARM.

6. **Roofs**. There shall be no exposed flat roofs or roof pitches less than five feet in twelve feet except porches, patios and flared eaves. Roof surfaces shall be of barrel, rolled or "S" style tiles. Metal roofing material may be approved provided that the architectural design and character of the house is consistent with the use of metal roofing, in the sole determination of the ARC. Metal roofing style, gauge, design, and color must be approved by the ARC.

7. **Block**. There shall be no exposed block.

8. **Roof Overhang**. There shall be a minimum roof overhang of 12 inches, unless approved by the ARC.

9. **Exterior Flashing, Vents, Etc**. No plumbing vents, exhaust fans, etc., are to protrude through the roof on the front side of the roof, and shall not be visible from the street. Solar collectors and other equipment shall also not be visible from the street.

10. **Driveway and Walkway Dimensions and Construction**. All dwellings shall have a brick or cement pavers driveway approved by the ARC, of at least twenty (20) feet in width at the entrance to the garage. All front and side exterior walks must be constructed of pavers. Rear exterior walks may be constructed of concrete.

11. **Signs**. Owners shall not display or place any sign of any kind, except for signs displaying "For Rent," "For Sale," "Open House," or the owner's name, not to exceed one square foot each. The design of the sign shall be approved by the ARC.

12. **Games and Play Structures**. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. Except that no playground, play equipment, basketball goals etc. shall be located on any lot that is adjacent to a stormwater tract. No platform, dog houses, pet enclosures, play houses or structures of a similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon, and any such structures must have prior approval of the ARC.

13. **Fences and Walls**. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARC. The ARC shall require the

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composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. If a lot abuts a lake, no fence or wall may be constructed upon the lot except for an aluminum fence as approved by the ARC around a swimming pool.

14. Landscaping. A basic landscaping plan for each lot must be submitted and approved by the ARC. All lots are required to have installed a standard automatic underground sprinkler system. This sprinkler system shall be of sufficient size and capacity to irrigate all sodded or landscaped areas and must be maintained in good working order on all lots. All well water for irrigation must be chemically treated so as to prevent iron or other stains from staining the property or any improvements placed hereon. The entire lot, together with that area between the street pavement and the right-of-way line, shall be sodded, irrigated and maintained. Sodding and/or landscaped areas shall be required in the entire yard surrounding the dwelling. The sod shall be of the St. Augustine grass (or Floratam) with no other types permitted. The exterior heating and air conditioning unit shall be hidden from view by landscaping material which at maturity will conceal the unit.

All exterior walls must be landscaped. Plants used to landscape exterior walls must be not less than seven (7) gallons in size (at least 36" tall when planted) and spaced not more than 36 inches apart. Smaller plants are permitted in other areas. Not less than four (4) hardwood trees (minimum 4 inch D.B.H., and not less than 18 feet tall) shall be added to each lot as part of the landscaping (credit may be given for existing hardwood trees). Two of the aforementioned hardwood trees must be in the front of the house and two shall be in the rear of the house.

An exterior lighting plan providing ample entry and yard lighting for the safety and welfare of property owners must accompany each landscaping plan and be approved by the ARC.

Any lot which does not have a dwelling on it must be mowed periodically and kept in a neat condition at all times. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep their lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then 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.

All garbage or trash containers, pool equipment, sprinkler system equipment, etc. must be underground or placed in a walled-in area so that they shall not be visible from the adjoining lots or from the street.

15. Swimming Pools. Any swimming pool to be constructed on any lot shall be subject to the approval of the ARC. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting and must be approved by the ARC. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARC. It shall be the intent of the ARC to screen any such use from the public view.

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16. **Garbage and Trash Containers**. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers, and except during pick-up hours, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARC shall require to be constructed with each dwelling. No owner or contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

17. **Removal of Trees.** In reviewing the building plans, the ARC shall take into account the natural landscaping, such as the trees and shrubs, and encourage the Owner to incorporate them in his landscape plan. No trees of more than two inches base diameter may be removed without approval of the ARC, which approval may be given when such removal is absolutely necessary for the construction of a dwelling or other improvements. Any trees that have to be moved for the construction of a dwelling must be replanted on the same lot and properly cared for to insure their living. If the trees do not survive the transplanting, then they must be replaced by a tree of equal or greater size.

18. **Window Air-Conditioning Units**. No window or wall air-conditioning units shall be permitted.

19. **Mechanical Devises**. All exterior pumps, motors, compressors, tanks or similar mechanical devices shall be properly screened from view by such means as shall be approved by the ARC.

20. **Mailboxes.** All mailboxes and paper boxes must be approved by the ARC. Original mailboxes shall be purchased from the Developer.

21. **Utility Connections**. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

22. **Fascia**. All dwellings shall have exterior fascia boards of a minimum nominal six (6) inches wide.

23. **Siding**. Wood siding is not permitted. All siding shall be of a cement based product.

24. **Flues**. Exterior metal flues must be enclosed, using design and materials consistent with those of the dwelling.

25. **Temporary Buildings.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of the ARC.

26. **Antennas**. All aerials, antennas and satellite dishes must be of the concealed type and must be specifically approved in writing by the Board of Directors of the Association.

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27. Motor Vehicles and Boats. No boats, heavy equipment, trucks, recreational vehicles, race cars, motorcycles or other motor vehicles may be placed, parked or stored upon any lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot or within any garage unless approved by the Board of Directors of STONEY BROOK FARM Property Owners Association, Inc., in its sole discretion.

The Developer and approved builders shall be permitted to operate commercial vehicles, including trucks, for the purpose of constructing and maintaining houses in Stoney Brook Farm. Overnight parking, and on-site vehicle maintenance is prohibited to all, including approved builders.

28. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

29. Automobile Storage Areas. No automobile garage shall be enclosed or converted to any other use. No carports shall be permitted. All garages must have doors that are to be maintained in a useful condition and that are operated by an electric door opener.

30. Clothes Drying Area, if any, shall be located in the rear of the lot, and shall be totally screened by a fence approved by the ARC from the view of traffic on the private roads and the neighbors on the adjoining lots.

31. Boarding Up. Design and materials for storm shutters must be approved by the ARC. Houses may not be "boarded up" and windows may not be covered by storm shutters unless a hurricane warning has been issued for Indian River County, Florida. Within seven (7) days of the hurricane warning or watch upon Indian River County, Florida, being lifted, whichever is later, window protections must be removed or opened.

32. Topography. There shall be no change in the topography of the lot either for construction or landscaping without permission of the ARC.

33. Construction. Construction personnel may not begin work earlier than 6:00 a.m. and must cease and be off the property no later than 7:00 p.m. Upon the issuance of a Certificate of Occupancy on a home in Stoney Brook Farm, the approved construction hours shall be modified as follows. Construction personnel may not begin work earlier than 7:30 a.m. and must cease and be off the property no later than 6:00 p.m. There shall be no construction activity on Sundays or any state holidays.

There shall be no truck deliveries of any kind made between 6:00 p.m. and 8:00 a.m. on any date.

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ARTICLES OF INCORPORATION

OF

STONEY BROOK FARM PROPERTY OWNERS'ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit, under the laws of the State of Florida, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be STONEY BROOK FARM PROPERTY OWNERS'ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE II

Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes, for the operation of a subdivision that is to be constructed upon lands in Indian River County, Florida, more specifically described in Exhibit "A" attached hereto.

2.2. The Association will make no distribution of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in Florida Statutes Chapter 720 and any amendments thereto, hereinafter referred to as "The Homeowners' Association Act", except as limited by these Articles and the Declaration of Covenants and Restrictions for the Association; and it will have all of the powers and duties reasonably necessary to operate said Association pursuant to its Declaration of Covenants and Restrictions, as may be amended from time to time, including, but not limited to, the following:

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a. To make and collect assessments against members to defray the costs, expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the Association properties.

d. To purchase insurance for the Association properties; and insurance for the protection of the Association and its members as lot owners.

e. To reconstruct improvements after casualty and to further improve the Association properties.

f. To make and amend reasonable regulations respecting the use of the Association properties.

g. To approve or disapprove the transferring, leasing, mortgaging and ownership of lots as may be provided by the separate Declaration of Covenants and Restrictions and the Bylaws of the Association.

h. To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration of Covenants and Restrictions, these Articles, the Bylaws of the Association and the Regulations for the use of the Association properties.

i. To maintain class actions on behalf of any or all of the lot owners and to institute, maintain, settle or appeal actions or hearings in its name on behalf of all lot owners concerning matters of common interest.

j. To contract for the management and operation of the Association, including its common property; and to thereby delegate, as may be allowed by law, all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

k. To employ personnel to perform the services required for the proper management and operation of the Association.

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3.3. All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all Association properties will be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Covenants and Restrictions, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions and the Bylaws of the Association.

ARTICLE IV

Members

4.1. The members of the Association will consist of all of the record owners of lots in the subdivision, and after termination of the Association shall consist of those who are members at the time of such termination and their successors and assigns.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to lots and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's lot.

4.4. The owner of each lot will be entitled to at least one (1) vote as a member of the Association, except that STONEYBROOK FARMS GROUP LLC, the Developer of STONEY BROOK FARM shall have ten (10) votes for each lot it owns until ninety percent (90%) of all of the lots in STONEY BROOK FARM have been transferred at which time it shall have one (1) vote per lot it owns. The exact number of votes to be cast by owners and the manner of exercising voting rights will be established by the Bylaws of the Association.

ARTICLE V

Directors

5.1. The affairs of the Association will be initially managed by a board consisting of not less than three (3) directors. Commencing with the turnover of control of the Association to Association Members other than the Developer of STONEY BROOK FARM there shall not be less than five (5) and not more than nine (9) Directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members.

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5.3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Mark A. Brackett	1974 14th Avenue Vero Beach, FL 32961
Alana Cutshall	1645 2nd Street Vero Beach, FL 32962
Chad Kelly	934 11th Place Vero Beach, FL 32960

ARTICLE VI

Officers

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

NAME	ADDRESS	OFFICE
Mark A. Brackett	1974 14th Avenue Vero Beach, FL 32961	President
Chad Kelly	934 11th Place Vero Beach, FL 32960	Vice-President
Alana Cutshall	1645 2nd Street Vero Beach, FL 32962	Secretary and Treasurer

ARTICLE VII

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

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ARTICLE VIII

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association and except as elsewhere provided such approvals must be by not less than a majority of the entire membership of the Board of Directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members. Homeowners' Association Act or the Declaration of Covenants and Restrictions.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Indian River County, Florida.

ARTICLE IX

Term

The term of the Association will be perpetual.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

NAME	ADDRESS
Mark A. Brackett	1974 14th Avenue Vero Beach, FL 32961
Chad Kelly	934 11th Place Vero Beach, FL 32960

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ARTICLE XI

The street address of the initial principal and registered office of the corporation is 1974 14th Avenue, Vero Beach, Florida 32961, and the name of the initial registered agent of the corporation at that address is Mark A. Brackett.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 12th day of July, 2005.

Mark A. Brackett

Chad Kelly

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared Mark A. Brackett, to me known and known to me to be the individual described in, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Vero Beach, said County and State aforesaid, this 12th day of July, 2005.

OFFICIAL NOTARY SEAL
A'LANA R CUTSHALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD122997
MY COMMISSION EXP. JUNE 9,2006

Notary Public, State of Florida

My commission expires:

June 9, 2006

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STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared ~~Mark A. Brackett~~ Chad Kelly, to me known and known to me to be the individual described in, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Vero Beach, said County and State aforesaid, this 12th day of July, 2005.

OFFICIAL NOTARY SEAL
A'LANA R CUTSHALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD122997
MY COMMISSION EXP. JUNE 9,2006

A'Lana R. Cutshall
Notary Public, State of Florida

My commission expires:
June 9, 2006

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned hereby accepts the designation of registered agent on behalf of STONEY BROOK FARM PROPERTY OWNERS'ASSOCIATION, INC.

Mark A. Brackett

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EXHIBIT "A"

TRACTS 1 AND 8, SECTION 14, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

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RULES AND REGULATIONS

OF

STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

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The following rules apply to the common areas and use of lots affecting common areas.

ARTICLE I

USE OF LOTS AFFECTING COMMON AREAS

Section 1.1 - Occupancy Restrictions. Residential lots are limited to occupancy by single families, and garages are limited to the storage of vehicles and accessory storage.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the declarant and approved builders, no industry, business, trade or commercial activities, other than tag sales, and personal auctions under restrictions established by the Board of Directors following application by the lot owner, for purposes of order and safety, and home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a residential or garage lot, will be conducted, maintained or permitted on any part of the property. No signs placed by lot owners or persons other than the association, window displays or advertising, except for a name plate or sign, not exceeding nine-square inches in area, on the main door to each home and on each mailbox, with the lot number in a form approved by the association, will be maintained or permitted on any part of the common areas or any lot. "For Sale", "Tag Sale" or "Auction" signs, not exceeding five square feet in area, may be posted at the entrance to the community together with the lot number for sale and the name of the broker, pursuant to the lot owner's permission.

Section 1.3 - Decorative Displays At Lots. Lot owners will not cause or permit anything other than curtains and conventional draperies, or holiday decorations to be hung, displayed, or exposed at or on the outside of windows or outside their home without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matter, if any.

Section 1.4 - Painting Exteriors. Owners will not paint, stain or otherwise change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee then established having jurisdiction over such matters, if any.

Section 1.5 - Cleanliness. Each lot owner will keep their property in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common areas or the other lots.

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ARTICLE II

USE OF COMMON AREAS

Section 2.1 - Obstructions. There will be no obstruction of the common areas, nor will anything be stored outside of the homes without the prior consent of the Board of Directors except as hereinafter expressly provided. No vehicle may be parked on a street for more than thirty (30) minutes at a time.

Section 2.2 - Proper Use. Common areas will be used only for the purposes for which they were designed. No person will commit waste on the common areas or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the common areas which interferes with or limits the enjoyment of the common areas by all others.

Section 2.3 - Trucks and Commercial Vehicles. Trucks, motor homes and commercial vehicles of a capacity over one ton and having more than four wheels are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Board of Directors. Declarant and approved builders shall be permitted to have construction and maintenance vehicles on the property without being in violation of these rules and regulations.

Section 2.4 - Additions to, Appurtenances to, and Appearance of Buildings. No appurtenant alterations, additions or improvements may be made to the common areas without prior consent of the Board of Directors or such committee established by the Board of Directors pursuant to the declaration. Without such consent no clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations (on doors only) will be hung out of a building, exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy or shutter will be affixed to or placed upon the exterior walls, doors, roof or any part thereof or exposed on or at any window (except as elsewhere permitted). [Draperies will be beige or white where seen from outside the lot.]

ARTICLE III

ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity will be conducted on any lot or the common areas, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other lot owners or occupants. No lot owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other lot owners or occupants. No lot owner or occupant will play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a phonograph, television set or radio at such high volume or in such other manner that it will cause unreasonable disturbances to other lot owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other lots with doors and windows closed, and air handling systems on, it will be considered to loud.

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Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the property. Lot owners will comply with and conform to all applicable laws and regulations of the United States and of the state of Florida, and all ordinances, rules and regulations of the County of Indian River and will save the association or other lot owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith. Any use of the property which constitutes waste will not be permitted.

Section 3.3 - Pets. No animals, birds or reptiles of any kind will be raised, bred, or kept on the property, except for: no more than two dogs of less than 20 inches in height at the shoulder at maturity and of gentle disposition; no more than two cats, usual domestic birds in cages and fish in tanks, or other household pets approved by the Board of Directors or the manager as to compatibility with the community. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, known as a Pit Bull Terrier, be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the property upon three (3) days' written notice and hearing from the Board of Directors. In no event will any dog be permitted in any portion of the common areas unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Board of Directors. Any droppings in the common areas will be picked up and removed immediately to dumpsters or other trash disposal containers. The owner will compensate any person hurt or bitten by any dog, and will hold the association harmless from any claim resulting from any action of their pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Section 3.4 - Indemnification for Actions of Others. Lot owners will hold the association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No lot owner will send any employee of the manager out of the property on any private business of the lot owner, nor will any employee be used for the individual benefit of the lot owner, unless in the pursuit of the mutual benefit of all lot owners, or pursuant to the provision of special services for a fee to be paid to the association.

ARTICLE IV

INSURANCE

Section 4.1 - Increase in Rating. Nothing will be done or kept that will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No lot owner will permit anything to be done or kept on the property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

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Section 4.2 - Reports of Damage. Damage by fire or accident affecting the common areas, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager by any person having knowledge of the damages.

ARTICLE V

RUBBISH

Section 5.1 - Trash Containment. No storage of trash will be permitted upon or outside any lot in such manner as to permit the spread or encouragement of fire or vermin.

Section 5.2 - Trash Pickup Areas; Trash Accumulation. No garbage cans or trash barrels will be placed outside the lots. No accumulation of rubbish, debris or unsightly materials will be permitted in common areas, nor will any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

Section 5.3 - Trash Containers. Long-term storage of rubbish upon the lots is forbidden. Trash containers will not be left for pickup more than 12 hours before scheduled pickup, nor more than 12 hours after pickup. If the law requires separation of trash for recycling, directions for such shall be followed.

ARTICLE VI

MOTOR VEHICLES

Section 6.1 - Compliance with Law. All persons will comply with state laws and Department of Motor Vehicle regulations on the roads, drives and properties.

Section 6.2 - Limitations on Use. A lot owner must garage one of their vehicles overnight in their garage and not in an outside space. Parking areas will be used for no other purposes than to park passenger motor vehicles, and loading or unloading. Trucks, commercial vehicles, trailers and boats may not be parked on common areas, and are prohibited in the general parking areas and drives, except for temporary loading and unloading. Construction equipment used in actual repair, construction or maintenance will not be so restricted.

Section 6.3 - Speed Limit. The speed limit on the entrance road is 20 miles per hour. The speed limit on curves and on other drives is 15 miles per hour.

Section 6.4 - Off-Road and Unlicensed or Immobile Vehicles. Off-road vehicles including trail bikes, jeeps and other four wheel drive vehicles, not used in maintenance, are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for other motor assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used or parked on the property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Golf carts and mopeds may only be operated on the property by a licensed driver twenty one years of age

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or older. Except for temporary repairs not involving immobility in excess of two hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the premises. No vehicles, other than maintenance vehicles, may travel on the property except on paved roadways and parking areas.

Section 6.5 - No Parking Areas. Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives.

Section 6.6 - Trucks, Vans, Trailers and Commercial Vehicles Limited. The following types of vehicles are prohibited in the parking areas or drives, except for temporary loading or unloading, for a period in excess of eight hours, following which the vehicle must be removed from the property for at least 16 hours: commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles having capacity of over one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the property will not be so restricted during such use.

ARTICLE VII

RIGHTS OF DECLARANT

The declarant may make such use of the unsold lots and common areas as may facilitate completion and sales of lots and homes including maintenance of a sales office, the showing of the common areas, the display of signs, the use of vehicles, and storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction areas or declarant's restricted areas will only be allowed with representatives of the declarant.

ARTICLE VIII

GENERAL ADMINISTRATIVE RULES

Section 8.1 - Consent in Writing. Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the property or regarding actions of other lot owners will be made in writing to the Board of Directors or an appropriate committee.

ARTICLE IX

GENERAL RECREATION RULES

Section 9.1 - Limited to Occupants and Guests. Recreational facilities and open space within the common areas are limited to the use of lot owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the association harmless from damage or claims by virtue of such use.

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Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether or not the parents are present.

Section 9.4 - Ejectment for Violation. Lot owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations and suspended from the use of such facility until the time for Notice and hearing concerning such violation, and thereafter, suspended for the period established following such hearing.

Section 9.5 - Proper Use. Recreational facilities will be used for the purposes for which they were designed. Equipment and surrounding areas will be properly used , and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

ARTICLE X

SWIMMING POOL

Section 10.1 - Limitation on Number of Guests. Except by prior arrangement with the manager, the number of guests of the owners of any one lot at any time may not exceed four.

Section 10.2 - Use of Pool. Persons who are not toilet trained or who are incontinent may not use the pool.

Section 10.3 - Hours. Swimming pool hours will be from 7 a.m. to 10 p.m. Unless prior written approval is granted by the Association.

Section 10.4 - Pets, etc. Pets, glassware, underwater breathing apparatus, knives or dangerous equipment are prohibited from the pool area.

Section 10.5 - Supervisor's Authority. The pool supervisor, if any, and staff will maintain order. Their requirements as to the enforcement of the regulations, maintenance or order, and enhancement of safety shall be obeyed.

ARTICLE XI

TENNIS COURT

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Section 11.1 - Policy Rules for Play Procedures. In the event of overcrowding, limitations on times of play and sign-up procedures may be adopted by resolution of the Board and posted at the court. The courts will be used in accordance with the policy resolutions posted.

Section 11.2 - Surface Protection. Players must wear smooth sole tennis shoes on the courts. The playing surface will not be mistreated and hard objects will not be placed, thrown or struck on the court.

Section 11.3 - Manners. Conduct will be such as to minimize interference with play.

Section 11.4 - Court Use. Pets, food, beverages, breakable containers, trash or debris are not permitted on courts. No bikes, skateboards, skates, motorized vehicles, toys or any other items that would be detrimental to the condition, or inconsistent with the designed use of the Court is permitted on the Court surface or inside the fenced area surrounding the Court.

Section 11.5 - Nets Lowered. The last group to leave with no persons waiting will lower the net.

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