

**PINEDA CROSSING
HOMEOWNERS' ASSOCIATION**

**DECLARATION OF
COVENANTS and
RESTRICTIONS**

**(as amended through February
2007)**

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Pineda Crossing Subdivision

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINEDA CROSSING SUBDIVISION**

THIS DECLARATION is made as of the 19th day of July, 1993 by PINEDA CROSSING CORPORATION, a Florida corporation, and its successors and assigns, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Brevard, State of Florida, which Declarant intends to develop by phases into a subdivision named Pineda Crossing, the legal description of which subdivision is attached hereto as Exhibit A; and

WHEREAS, Declarant desires to provide a set of provisions, guidelines, covenants and restrictions to protect the value and desirability of building lots within Pineda Crossing by creating mutual benefits and obligations for itself and all successive owners of parcels and lots within the subdivision,

NOW, THEREFORE, Declarant hereby declares that all of the following property:

Phase 1 of Pineda Crossing - see legal description attached hereto as Exhibit B, and Phase II of Pineda Crossing - see legal description attached hereto as Exhibit C, and Phase III of Pineda Crossing - see legal description attached hereto as Exhibit D, and Pineda Crossing Phase V according to the plat thereof as recorded in Plat Book 45 at Pages 61 through 62 of the Public Records of Brevard County, and Pineda Crossing Phase IV according to the plat thereof as recorded in Plat Book 47 at Pages 54 through 56 of the Public Records of Brevard County, Florida, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Subdivision, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" shall mean the Pineda Crossing Homeowners' Association, Inc., a Florida not-for profit corporation.

"Builder" shall mean a person or entity who has contracted to purchase, or who has bought, one or more developed but unimproved Lots for the purpose of the construction and sale of a single family residential dwelling unit, and who holds a license for such construction.

"Common Area(s)" for purposes of this Declaration shall mean those portions of the Subdivision named as Tracts A, B, 2A, 2B, 2C, 2D, 3, 4, 5, 6, 7A, 7B, 7C, and 7D on the plat of Phase I of Pineda Crossing as recorded in Plat Book 39, Pages 30-35 of the Public Records of Brevard County, Florida; those portions named as Tracts 7E, 8, 9 and 10 on the plat of Phase II of Pineda Crossing as recorded in Plat Book 40, Pages 98-101 of the Public Records of Brevard County, Florida; and those portions named as Tracts D, E-1, E-2, and F on the plat of Phase III of Pineda Crossing as recorded in Plat Book 42, Pages 77-79 of the Public Records of Brevard County, Florida; that portion named as Tract A on the plat of Pineda Crossing Phase V as recorded in Plat Book 45 at Pages 61 through 62 of the Public Records of Brevard County, Florida; and those portions named as Tracts A, B and C on

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the plat of Pineda Crossing Phase IV as recorded in Plat Book 47 at Pages 54 through 56 of the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners and are to be deeded to the Association. Additional parcels may be added to the Common Areas in the future.

"Conservation Easement Areas" shall mean and refer to those Common Areas designated as Tracts 2B, 2D, 5, 6, 7B, 7C and 7D on the plat of Phase I of the Subdivision, those Common Areas designated as Tracts 7E, 9, and 10 on the plat of Phase II of the Subdivision, and that Common Area designated as Tract F on the plat of Phase III of the Subdivision, and that Common Area designated as Tract A on the plat of Phase V of the Subdivision; and that Common Area designated as Tract C on the plat of Phase IV of the Subdivision. Additional parcels may become Conservation Easement Areas in any subsequent phases added to the Subdivision.

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Plat" shall mean the officially recorded subdivision plat of Pineda Crossing as recorded in Plat Book 39, Pages 30-35, of the Public Records of Brevard County, Florida as same may be supplemented or re-platted from time to time.

"Subdivision" shall mean that property platted as Pineda Crossing, the legal description of which is attached hereto as Exhibit A, and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water or Stormwater Management System" shall mean 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 quality and quantity of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

Article I

Membership and Voting Rights in the Association

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting on the Common Areas; maintaining the drainage easements, Conservation Easement Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during

the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be an initiation fee of \$100 per Lot, payable to the Association by the new Owner at any time such Lot is conveyed to a new Owner. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition, but the initiation fee shall then be waived when that Lot is conveyed from that Builder to the purchaser from Builder. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 1994 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by the Voting Member as described in the By-Laws; in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all Owners, with the exception of the Declarant, of Lots located in any additional property made subject to this Declaration.

Class B. The Class B member shall be the Declarant or any successor to Declarant. The Class B member shall be entitled to five (5) votes for each Lot owned (to include each owned lot in additional properties added to the Subdivision and made subject to this Declaration). The Class B membership shall cease and be automatically converted to Class A membership upon the occurrence of the earliest of the following events:

- (a) more than 500 lots are deeded to Class A members after 500 or more lots have been developed by Developer; or
- (b) March 1, 2005; or

(c) Developer elects to terminate its Class B membership status, which it may do in writing at any time by recordable notice to the Association. All or any part of the Developer's voting rights as a Class B member may be assigned by it to one or more representative individuals or entities.

Section 4. Membership Vote.

A vote of the membership shall mean a vote by the Class B member together with all qualified Class A members at any meeting at which a quorum is present. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member present in person or by proxy at the time the vote is taken. All matters to be voted on by the Association shall be decided by a majority of the votes cast.

Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

ARTICLE II

Architectural and Aesthetic Requirements

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Control Review Committee (hereinafter referred to as "Committee") which shall consist of three (3) or more members. So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to Class A membership, Committee members shall be elected by a majority vote of the Board of Directors of the Association at its next annual meeting of the Board of Directors as provided in the By-laws. Elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary, and provide notice of its meetings as required by law. In lieu of a meeting, the Committee may take action by a written consent signed by all Committee members.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee.

(b) Two sets of plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe the project. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

(c) Builders who have contracted with Developer to purchase 10 or more lots may submit plans of their models and landscape designs for general approval by the Committee but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot. The administrative fee may be waived by the Committee for a specific lot so long as one of the generally approved models and landscape design is being used.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, decorative building, landscaping plan, landscape device or object, yard decoration, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred, and a fine of \$50 per day shall accrue as provided in Article VI until such approval is obtained or improvements corrected to comply with an approval given.

Section 3. Clearing.

Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed. It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner of same shall also be responsible for sodding all areas between his property line and the water's edge, if any.

No Owner (or his contractors, agents or invitees) shall place or dispose of any trash, garbage, yard waste or other materials on any Lot or Common Area. If any unauthorized clearing or trash disposal takes place on any Lot or Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The restoration plans as to location of plant material, size and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) fails to restore said Lot or any Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

Section 4. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies.

(b) Each lot shall have a minimum of five trees; these five trees can be five hardwoods from the list below or four of the listed hardwoods plus one of the listed palms. Two of the hardwoods must be in the front yard with at least one of these being a live oak. The following listed trees are all rated good for wind resistance, with the exception of the Laurel Oak, and have low to medium watering needs.

Hardwoods

Live Oak
Laurel Oak Red
Maple Sweet
Gum Southern
Magnolia Spruce
Pine Black
Tupelo Sycamore
American Holly
Dahoon Holly
East Palatka
Holly Yaupon
Holly

Palms

Florida Scrub Palm
Dwarf Palmetto
Cabbage (Sabal) Palm

(c) Queen Palms previously planted in accordance with the Amendment to the Declaration of Covenants and Restrictions for Pineda Crossing recoded in O.R. Book 4713, Page 0936, et seq. of the public records of Brevard County, Florida, may remain on the Lot and will be counted as one of the five required trees. However, in the event that a Queen Palm needs to be replaced for whatever reason, including but not limited to death or disease, the Queen Palm may not be replaced on any part of the Lot due to the fact that Queen Palms are now considered an exotic and invasive species.

(d) Any change to the landscaping on a Lot must be approved by the Pineda Crossing Homeowners Association, Inc., Architectural Control Review Committee (ACRC).

(e) A waiver of the five tree minimum requirement must be approved by both the Brevard County Natural Resources Management Office and the ACRC.

(f) If one of the required five trees must be replaced, the replacement tree must be approved by the ACRC. The height and width of the replacement tree must meet the requirements of the Brevard County Natural Resources Management Office.

Section 5. Roofs, Shingle Material and Exterior Elevations.

All roofs shall be built with a pitch of at least 5 to 12, except for those areas over porches and patios, which may be at a shallower pitch with prior written approval from the Committee. Roofs must be constructed of approved framing, decking, and shingles; no metal, fiberglass, tar paper or gravel roofs shall be permitted without prior written approval from the Committee.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Shingles must be fungus-resistant 240 lb. architectural grade dimensional shingles, or higher quality. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not in keeping with the character and standards of the Subdivision.

All roofs shall be maintained in good appearance and condition. Any missing or deteriorated shingles shall be promptly replaced. Any patches of dirt, mildew, algae or other discoloration, which when viewed collectively exceed 10% of the roof area, shall be promptly cleaned.

Section 6. Exterior Covering, Siding and Paint.

There shall be no artificial brick or stone, aluminum, plywood, vinyl or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected in earth-tones to harmonize with the natural environment of the Subdivision and should be neutral, soft and unobtrusive. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

Section 7. Garage Doors.

All garage doors shall be of wood or steel construction and equipped with automatic remote-control garage door openers, and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

Section 8. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,350 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. No Lot improvement shall exceed 2 stories or 30 feet in height, whichever is greater. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 9. Building Location.

No building shall be located on any Lot nearer than 25 feet to the front lot line or nearer than 20 feet to the rear lot line. No building on an interior lot shall be located nearer than 7 1/2 feet to the side lot line, or nearer than 15 feet to the side-street lot line on a corner lot. For the purpose of this covenant, eaves and uncovered concrete slabs, steps and porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and governmental building and zoning regulations, the governmental regulations shall apply.

Section 10. House Numbers and Mail Boxes.

The same style of mailboxes shall be installed on all Lots, which shall be Rural Model U.S. No. T1 (or an identical model) in black, on black posts, according to the sketch provided by the Committee, with 2" or 3" white or gold house numbers affixed thereto on both sides. Purchaser shall also install house numbers not less than 4" in height on the front wall of the house in proximity to the front door. All house numbers, mailboxes and their numbers, and mailbox posts shall be maintained in good condition.

Section 12. Variances.

The Committee may in its sole discretion authorize variances from compliance with any of the architectural provisions of this Declaration or any supplemental declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in writing and signed by at least a majority of the members of the Committee.

If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to set a precedent for granting of any other variances to that Owner or any other Lot Owner, nor waive any of the terms and provisions of this Declaration or of any supplemental declarations for any purpose except as to the particular Lot and particular matter covered by the variance. Neither shall such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including but not limited to zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

ARTICLE III
General Restrictions - Use and Occupancy

Section 1. General Prohibition.

No residential dwelling, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on a Lot that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes and Sales.

No Lot shall be used in whole or in part for anything other than residential purposes, except that model residential dwelling units may be maintained by Builders or Developer only for promoting the sale of residential dwellings within the Subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the construction and sale of Lots and residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the Subdivision or any part thereof, nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the Subdivision.

Section 3. Single Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon a Lot shall be occupied until the same is approved by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Owner a certificate acknowledging that said terms and provisions have been met or itemizing any non-compliance.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, mobile home basement, garage, or other such space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the Subdivision and not used for living accommodations may be erected and maintained during the course of construction and sales, after receipt of written approval from the Declarant.

Section 9. Grounds and Yard Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Such trimming shall include edging the house perimeter and walks, driveways and curbs. All clippings shall be picked up and all concrete areas swept clean immediately following the trimming of the plant materials. Any trees, shrubs, vines, grass and plants which die shall be promptly removed and replaced.

(b) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

(c) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot or Common Area which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision.

(d) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material is being used daily and continuously for the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) No hedge or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located shall be planted or maintained upon any Lot without the approval of the Committee. As to any Lot which adjoins a lake or conservation area, any hedge or mass planting or portion thereof growing behind the rear building line of the residence may not exceed four (4) feet in height. The height restriction contained in this paragraph does not apply to trees.

(b) No wire or chain-link fence shall be constructed on any Lot.

(c) No fence or wall shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. As to any Lot which adjoins a lake or conservation area, any fence or wall or portion thereof constructed behind the rear building line of the residence may not exceed four (4) feet in height. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee.

(d) All fences to be constructed in the Subdivision shall be of uniform design and finish, to be decided by the Committee. Fences shall not be painted but rather left in their natural condition. Wood fences shall be treated regularly with preservative to inhibit rot and mildew. All fences must be maintained in good visual and structural condition. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the location and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and cats not to exceed three (3) in number in combination may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose within the Subdivision, and dogs should be leashed whenever they are off their owners' premises. All pet owners shall pick up their pets' waste and dispose of it properly in their own trash receptacle. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in this restriction shall be construed to conflict with Florida Statutes Sec. 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of nearby lots.

Section 14. Parking.

All vehicles should be parked inside the garage on the Lot whenever possible. If not parked inside the garage, they must be parked on the concrete driveway. Parking on the sidewalk, the swale, or the grass of the yard, or removing the sod and replacing it with mulch or pavers for purposes of parking thereon, shall not be acceptable and shall be deemed a violation of the landscaping requirements of these covenants. Vehicles belonging to residents shall not be parked on the public streets of the subdivision. Parking on the streets is restricted to vehicles of visitors of residents of the subdivision. Parking of residents' vehicles on the street for short periods of time when work is being performed upon their premises will not be construed as a violation of this restriction. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage. Should any vehicle parked on a Lot, or in the case of a visitor's vehicle on the street, be leaking oil or other fluid, the driveway or street must be protected so that the fluid does not run onto it. The Lot Owner shall be responsible for cleaning and repairing any stains or damage from such leaks.

The parking of any type of commercial vehicles, which description shall include but not be limited to trucks, tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways or otherwise on a Lot, on the Common Areas or on the public streets of the Subdivision, is prohibited except for temporary loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of this Declaration. Boats, motor homes, campers, travel trailers, garden trailers, storage trailers, and similar vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner Lot), or in a closed garage.

Section 15. Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat or are of record, and the same are reserved for such use. Within these easements, or on any Lot, 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 or drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater management system. It is important that the banks, berms, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. When any portion of such berms, swales or banks lie within a Lot, the Owner of that Lot shall maintain the same continuously, and shall not disturb, damage or otherwise interfere with berms, swales, drainage areas, banks which are located on or adjoin said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. John's River Management District permit, even if a residence has not been constructed on the Lot(s).

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings or Common Areas. In the event an Owner does damage wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Homeowners Association.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of a Lot except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications must be previously approved by the Committee.

Section 17. Signs.

Except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Association, no sign of any character shall be displayed or placed upon any Lot except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local residential real estate industry, shall not stand higher than four (4) feet above the ground, shall be limited to one (1) sign per Lot, and shall be displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot, unless otherwise approved by the Committee. All garbage containers, recycle bins, rubbish and other waste materials shall be stored inside the garage of the home on the Lot, in the backyard where not visible from the street, or in the side yard behind an approved fence enclosure at all times, except within the 24-hour period preceding regularly scheduled collections times during which such items may be placed neatly at the curb for pick-up. All rubbish and recycles shall be secured at all times so that they will not be blown about by the wind.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Door-to-door soliciting and the distribution of advertising flyers within the Subdivision is prohibited, and all residents are encouraged to report such nuisance activity to the Board and/or the Brevard County Sheriff's Department.

Section 20. Preservation of Common Areas.

No person shall reconstruct, damage, destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any Common Area without first obtaining written approval from the Association or Declarant. This shall include but not be limited to the removal of water by a Lot Owner from any Common Area for irrigation or other purposes.

Section 21. Wells.

No water wells shall be dug on any Lot or on the Common Areas except for purposes of irrigation of landscaping unless prior approval is received from the Committee.

Section 22. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.

Section 23. Swimming Pools.

A swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only of the inground type and shall be constructed of fiberglass, concrete, or concrete type materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 24. Right to Inspect.

The Committee may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof. Neither said Committee nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennae and Aerials.

All exterior antennae or aerials shall be placed in the rear yard of the Lot and in such a manner so as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of roof. Any earth satellite signal reception equipment in excess of 24 inches in diameter shall not be visible from any street and shall be screened from other property within the Subdivision.

Section 26. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located behind the rear wall of the dwelling at least 7 feet from the side lot line, except that basketball goals may be installed in the front yard in accordance with this paragraph. If a permanent installation, said goal shall be installed along the edge of the driveway at least 10 feet from the sidewalk toward the house. If a portable goal, said goal shall at all times be stored upright at least 10 feet from the sidewalk toward the house and be filled with water or sand so that it cannot blow over.

Section 27. Mineral, Oil and Mining Operations.

No mineral, oil or gas drilling, development, refining, quarrying, mining or operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for mineral, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 28. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water system for irrigation purposes, provided that such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 29. Sewage Disposal.

No individual sewage disposal system shall be permitted on any Lot.

Section 30. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision.

Section 31. Tanks.

Oil tanks and bottled gas tanks may be placed only on Lots containing residences, and shall only be placed above ground no further forward than 10 feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner Lot). The Owner shall be responsible for any leakage, and shall immediately cause same to be stopped and cleaned in accordance with law.

Section 32. Garage Sales.

Any Owner wishing to conduct a garage sale at a Lot shall obtain prior written permission from the Committee. The Owner shall make the request for the garage sale in writing, stating the proposed date, time, location, and general description of items to be offered. No Owner shall conduct a garage sale more than twice per calendar year at the Lot; the duration of any single garage sale shall not exceed 48 consecutive hours. Any exterior display of any items for sale shall be deemed a garage sale subject to this covenant, except for the following: (1) a single automobile that is in good operating condition with a current license plate parked in the driveway of the automobile owner's Lot with a "for sale" sign no larger than half the area of the rear window; and (2) items being sold at garage sales sponsored by the Association.

ARTICLE IV
Property Rights and Requirements

Section 1. Owner's Right of Enjoyment and Use.

Every Owner shall have a non-exclusive right of enjoyment and use in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Association, provided, no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant is a Class B member, or if Declarant no longer is a Class B member, then by 2/3 of the Class A Members; and (ii) the approval of such dedication or transfer has been properly recorded; and

(b) That the Conservation Easement Areas be left in their natural condition as set forth in Section 7 herein below.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family, subject to these covenants and restrictions. All Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Leased Premises are a part of a Subdivision. All persons occupying property in Pineda Crossing are required to observe the Covenants and Restrictions of the Pineda Crossing Homeowners Association. Copies of all Covenants and Restrictions are to be obtained from the Landlord. In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant prior to the lease becoming effective.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer.

Section 4. Others' Use.

Any Owner may share his right of enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional acts or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided for in these covenants.

Section 6. Motor Boat Use Restriction.

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vessels may be used in wetland areas within the Conservation Easement Areas.

Section 7. Conservation Easement Areas.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("District") for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition; and

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

(g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Developer, the District, and their successors and assigns shall have the right to enter upon the Conservation Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, the Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the Developer, the District, and their successors and assigns. Upon conveyance by the Developer to third parties (including the Association) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

Section 8. Maintenance and Operation of Surface Water and Stormwater Management System.

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 system(s) shall mean the exercise of practices which allow systems to provide drainage, water storage, conveyance or other surface water to stormwater 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 water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

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 this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 9. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any gratings of the soil, or take any other similar action reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drain ways must be as permitted, or as approved by St. Johns River Water Management District and Brevard County pursuant to a permit modification.

ARTICLE V

Covenant for Assessments

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A Member, and at the beginning of each fiscal year of the Association thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of the total membership vote. The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 1995, the annual assessment shall be \$120.00 per Lot.

(a) From and after January 1, 1995, the annual assessment shall be set by the Association and may be increased each year by up to 10% percent above the maximum allowable assessment for the previous year without a vote of the membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 1994.

(b) From and after January 1, 1995, the maximum annual assessment may be increased by more than said ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting, at a meeting duly called for such purpose.

ARTICLE VI
Enforcement Provisions

Section 1. Non-Payment of Assessment.

(a) Any regular or special assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 18% per annum until paid. Said late charge and interest shall be added to and become a part of the assessment on the Lot.

(b) Said assessment shall be payable forthwith upon demand. In the event the Association has expended funds in connection with attempting to collect such assessment, then the funds so expended shall become an additional assessment upon the Lot enforceable as provided herein for unpaid assessments. Any unpaid assessment shall constitute a lien upon the subject Lot. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may also enforce its lien for the assessment by foreclosure or any other means available under the law. In any action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal. The Association may in its sole discretion waive payment of some or all of the late charges, interest, attorneys fees and costs on any assessment, but may not waive payment of the assessment.

Section 2. Violation and Enforcement of Restrictions and Covenants.

(a) The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure in one instance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Upon learning of an alleged violation, the Association shall give the Owner a written notice to cure same within a reasonable time. If the Owner fails to do so, the Association shall notify the Owner by certified return receipt mail that a hearing will be held at a specified time, date and place (not sooner than 14 days from the date of the notice) to hear evidence of the alleged violation and to hear the Owner's rebuttal of such evidence, and that if a violation is found, the Owner may be fined and the Owner's Lot be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorneys' fees and costs, and curative actions the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) The Board shall appoint a Hearing Committee of at least three (3) persons to hear evidence of the alleged violation and to hear the Owner's rebuttal of such evidence. Should the Hearing Committee determine that a violation has occurred, the Hearing Committee may in its sole discretion decide (i) to give the Owner additional time to cure the violation without imposition of any fine; (ii) provide a period of time in which to cure the violation, failing which a fine will automatically begin to apply and continue until the violation is cured; (iii) impose a fine, effective immediately, to continue until the violation is cured; (iv) upon a finding that the violation has occurred but has been remedied as of the date of the hearing, to impose a fine for the past violation; or (v) upon a finding that the violation has occurred but has been remedied as of the date of the hearing, impose no fine. Each day that the violation has continued shall be deemed a separate violation and subject to a separate fine. The amount of the fine for each violation is \$50.00 per day at the time of filing this Declaration, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority, but is not obligated, to cure any violation through whatever action it deems reasonable, and the expenses of such curative actions including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration, plus any costs expended by the Association for notice, investigation, and attorneys' fees and costs, shall be chargeable as a special assessment to the Owner of the Lot on which or in connection with which the violation has occurred.

(e) Fines and assessments levied pursuant to this section shall constitute a lien upon the subject Lot. The Association may bring an action against the Owner of the Lot personally for payment of the lien and may also enforce its lien by foreclosure or any other means available under the law. In any action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

Section 3. Creation of Lien for Assessments and Fines.

(a) Assessments (including any increases in same due to late charges and interest), fines, costs for notice and investigation, the expense of any curative actions, and attorneys' fees and costs, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, the due date, and any ongoing accruals. The lien will remain in effect until all sums due to the Association have been fully paid, and the Association is hereby authorized to take any and all actions provided in law or equity including foreclosure upon the Lot to collect such sums. Any payment received by the Association shall be applied first to any interest due the Association by that payor, then to any administrative late charge, then to any costs and attorney's fees incurred in collection, and then to the outstanding assessment or fine. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this Section. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

Rights Reserved by Developer

Section 1. Eminent Domain.

If all or part of any Common Area is taken by eminent domain, Developer shall be entitled to the proceeds therefor and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. Drainage.

Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to cut drain ways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drain ways must be permitted or as approved by the St. Johns Water Management District and Brevard County pursuant to a permit modification. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

The Developer reserves an easement within all designated drainage and utility easements in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwellings, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

ARTICLE VIII
General Provisions

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

So long as the Class B membership exists, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

At any time after the Class B membership has terminated, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association, so long as notice of such proposed action is given with notice of the meeting. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association as described in Section 9.2 of those By-Laws. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard county, Florida.

The foregoing notwithstanding, any amendments to the covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration of the Articles of Incorporation of the Association, provided such approval is not unreasonably withheld by the FHA or VA.

Section 4. Mortgage or Conveyance of Common Area.

In addition to any approvals required of the St. Johns Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds of the total membership vote.

Section 5. Future Development Within the Project.

The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 6. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Pineda Crossing subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(d) Such supplementary declaration may contain such complementary additions, deletions, and changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the date first set forth hereinabove.

Signed, sealed and delivered
PINEDA CROSSING CORPORATION,
in the presence of:Declarant
By: _____
John H. Moynahan Jr., President (SEAL)

Witness: _____
Witn ess: _____

(STATE OF FLORIDA)

(COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 1993, by John H. Moynahan Jr. who is personally known to me and who did take an oath.
Witness my signature and official seal at Miami, County of Dade, Florida on the day and year last aforesaid.

NOTARY)
SEAL)