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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SWEETBAY VILLAGE

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SWEETBAY VILLAGE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 7 th day of December, 1987, by HARBOUR RIDGE, LTD., a Florida limited partnership, ("Declarant"), joined by SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation and by HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that real property located in St. Lucie County, Florida, and legally described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, Assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, Assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Unit within the Property, for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

1.5 "Association Property" shall mean and refer to all real and personal property, other than the Common Property, which may be acquired by the Association for the benefit and private, common use and enjoyment of all Owners.

1.6 "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.7 "By-Laws" shall mean and refer to the By-Laws of the Association as they may exist from time to time.

1.8 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.9 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on the recorded subdivision plats of the Property, or conveyed to the Association by deed.

1.10 "Common Surplus" shall mean and refer to the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.11 "Country Club" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Country Club Property.

1.12 "Country Club Owner" shall mean and refer to HARBOUR RIDGE COUNTRY CLUB, INC., a Florida not-for-profit corporation, which operates the Country Club Property.

1.13 "Country Club Property" shall mean and refer to those properties and the improvements thereon which are designated as Country Club Property on the Development Plan, including without limitation the golf and tennis facilities, and such other properties and improvements as may now or hereafter be constructed, acquired or designated as "Country Club Property" by Declarant or by the Country Club Owner.

1.14 "County" shall mean and refer to St. Lucie County, Florida.

1.15 "Declarant" shall mean and refer to Harbour Ridge, Ltd., a Florida limited partnership, its affiliates, successors and assigns.

1.16 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.17 "Development Plan" or "Master Development Plan" shall mean and refer to that certain graphic representation of the proposed manner of development of Harbour Ridge, which is attached hereto as Exhibit "B". Declarant reserves the right to change the number of Units within Harbour Ridge and to change the mix of Unit types; however, any change which would increase the total number of Units within Harbour Ridge to a number in excess of 814 must be approved by a two-thirds (2/3) vote of the Owners (other than Declarant) at a duly called meeting of the Master Association.

1.18 "Dwelling" shall mean and refer to a detached dwelling constructed, or to be constructed, on a tract of land designated as a "Unit" on any subdivision plat of the Property.

1.19 "Harbour Ridge" shall mean and refer to the planned development project which is located in the County and known as Harbour Ridge, as same is legally described in the P.D.P. Agreement.

1.20 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscaping device or object.

1.21 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Declarant, an agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Unit, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.

1.22 "Sweetbay Village" shall mean and refer to that residential development known as Sweetbay Village, which is located in Harbour Ridge.

1.23 "Master Association" shall mean and refer to HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

1.24 "Master Association Assessment" shall mean and refer to those charges made by the Master Association from time to time, against each Unit within the Property, for the purposes, and subject to the terms, set forth herein.

1.25 "Member" shall mean and refer to a member of the Association.

1.26 "Membership Committee" shall mean and refer to that permanent committee of the Master Association, created for the purpose of approving transfers of Units. The Membership Committee shall be established pursuant to the By-Laws of the Master Association.

1.27 "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.28 "P.U.D. Agreement" shall mean and refer to that certain Resolution No. 83-31, adopted by the Board of County Commissioners of the County on March 8, 1983, and recorded in Official Record Book 396, Page 2736, Public Records of the County, as same may be amended from time to time, which resolution changed the zoning classification of Harbour Ridge.

1.29 "Property" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and made a part hereof.

1.30 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Declarant within Sweetbay Village and is dedicated to the Association or conveyed to the Association by deed, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

1.31 "Surface Water Management System" shall mean and refer to those lakes, canals and other facilities located and used for drainage of the Property.

1.32 "Unit" shall mean and refer to any tract of land located within the Property which is designated as a "Unit" on any subdivision plat of the Property and the Dwelling constructed thereon, if any.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property.

2.2 Additional Property. Declarant may, at any time and from time to time, subject additional property to this Declaration by recording in the public records of the County an amendment to this Declaration, describing such additional property. Such amendments may be made by Declarant without the joinder or consent of the Association, other Owners or mortgagees of any portion of Sweetbay Village, or any other person or entity.

ARTICLE 3

SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, Declarant has caused the Association to be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-Laws of the Association, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (the "Florida Not for Profit Corporation Act"), in existence as of the date of recording of the Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Unit, by filing a deed therefor in the public records of the County. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Unit conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Unit(s) subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Unit only as security for the performance of an obligation shall be a Member. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

3.3 Voting. The Association shall have one (1) class of voting membership. Each Member, including Declarant, shall be entitled to one (1) vote for each Unit owned by such Member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Any Member who owns more than one (1) Unit, shall be entitled to exercise or cast one (1) vote for each such Unit. When more than one (1) person owns a Unit, all such persons shall be Members of the Association; provided, however, that the vote of such Owners shall be exercised as provided hereinbelow, and that in no event shall more than one (1) vote be cast with respect to each Unit. If more than one (1) person, a corporation, or other entity owns a Unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Unit. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Unit shall be owned by husband and wife as tenants by the

entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Unit at the meeting, in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected, and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the By-Laws shall be made without the Master Association's prior written approval. Any attempts to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be

entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6 Control by Declarant. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until the Declarant has closed the sale of all Units within the Property or until such earlier time as if determined by Declarant, in Declarant's sole discretion. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County. So long as Declarant retains controls of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by Declarant. After turnover of control of the Association and so long as Declarant owns any property within Harbour Ridge, the Declarant shall have the right to appoint one (1) member of the Board of Directors; such director need not be a Member of the Association or an Owner. In the event that Declarant shall enter into any contracts or other agreements for the benefit of Owners, or the Association, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

#### ARTICLE 4

##### ASSOCIATION PROPERTY AND COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in Declarant until the date that it voluntarily relinquishes control of the Association, as such date is defined hereinabove. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Association Property and Common Property, and for routine maintenance of the lawns and landscaping of the grassy area outside the Dwellings, and for routine maintenance of the exterior of all Dwellings (including

the exterior walls, roofs of all Dwellings and the painting of the exterior surfaces of the Dwellings), with the exception of doors, windows and screen enclosures, and for the payment of all property taxes and other assessments which are liens against the Association Property and the Common Property, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Association, Declarant shall convey all of its right, title and interest in the Common Property to the Association. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved as limited common property for the exclusive benefit and use of specific Owners.

4.2 Country Club Property. The Country Club Property is intended for the use of the members of the Country Club and their guests and invitees. The Country Club Owner is responsible for the management, maintenance and operation of the Country Club Property. Declarant will convey title to the Country Club Property in the manner set forth in a separate purchase and sale agreement for the Country Club Property. Country Club membership, rules and regulations are provided for in separate documentation.

4.3 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be Association Property. The above provisions notwithstanding, the Association shall not dispose of any Common Property by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Property) without first receiving the approval of the Board of County Commissioners of the County. The Board, as a condition precedent to disposal of the Common Property, may require dedication of Common Property to the public, as deemed necessary.

4.4 Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property and the Common Property and such other property as is hereinafter defined. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

4.4.1 The pool and poolhouse to be located on the Common Property.

4.4.2 The streets, street lights, mailboxes and driveways within Sweetbay Village.

4.4.3 All landscaping of the Common Property and Association Property, the landscaping of the grassy areas outside of the Dwellings, the lawns of all Units, and all sodding, irrigation, and the planting and care of trees and shrubbery on the Common Property and the Units.

4.4.4 The exterior of all Dwellings (including, without limitation, the exterior walls and roofs, and the painting of the exterior surfaces of the Dwellings), with the exception of doors, windows and screen enclosures.

4.4.5 Declarant, its affiliates, subsidiaries, their successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the property described herein. No management agreement between the Association and Declarant or its affiliates or subsidiaries shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Declarant, or its parents, affiliates or subsidiaries, are officers, directors or employees of the Association.

4.5 Pool and Poolhouse. Any and all Unit Owners and Members acknowledge that the pool and poolhouse to be constructed on the Common Property shall not be completed at the time of the first sale within Sweetbay Village. Declarant acknowledges and agrees that it shall commence construction of the pool and poolhouse upon

the closing of the sale of two thirds (2/3) of the total number of Units within Sweetbay Village.

4.6 Rules and Regulations Governing Use of Association Property and Common Property. The Association, through its Board of Directors, shall regulate the use of the Association Property and Common Property by Members and Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants contained in this Declaration, may be enforced by legal or equitable action of the Master Association.

4.7 Traffic Regulations. The Master Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Sweetbay Village, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all members at the office of the Master Association. The Master Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual Assessment from Owners, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors of the Master Association, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

4.8 Owner's Easements of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to and shall pass with the title to each Unit.

4.9 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.9.1 The right of Declarant and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

4.9.2 The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.9.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for a period during which an Assessment remains unpaid by that Owner.

4.9.4 The right of the Master Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, the declaration of covenants and restrictions for Harbour Ridge, any of the rules and regulations promulgated by the Association or the Master Association, or any of the Traffic Regulations of the Master Association.

4.9.5 The right of the Association to properly maintain the Common Property.

4.9.6 The right of the Association, its agents and employees, and any management entity contracted by the Association, to have access to the Units for purposes of maintenance of the landscaping and lawns of all Units, routine maintenance of the exterior of all Dwellings (including, without limitation, the exterior walls and roofs, and the painting of the exterior surfaces of Dwellings), with the exception of doors, windows and screen enclosures.

4.9.7 The rules and regulations governing the use and enjoyment of the Common Property, as promulgated by the Association of the Master Association.

4.9.8 The Traffic Regulations governing the use and enjoyment of the Streets, as promulgated by the Master Association.

4.9.9 The right of the Declarant and the Association to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.9.10 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.9.11 All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, and all rules and regulations adopted by the Association, as same may be amended from time to time.

4.9.12 All of the provisions of the declaration of covenants and restrictions for Harbour Ridge, and the articles of incorporation and by-laws for the Master Association and all exhibits thereto, and all rules and regulations adopted by the Master Association, as same may be amended from time to time.

4.9.13 The right of the Declarant to develop Sweetbay Village and to sell Units to purchasers. As a material condition for ownership of a Unit in Sweetbay Village, each Owner releases Declarant from any claim that the Owner might have for interference with his quiet enjoyment of the Common Property or the Association Property due to the development of Sweetbay Village, whether or not the construction operations are performed on the Common Property, the Association Property or on any Units owned by Declarant, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, the Association Property and the Units of Sweetbay Village.

For so long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout Sweetbay Village including, but not limited to the right to maintain office(s) on the Common Property or the Association Property in location(s) to be selected by Declarant,

to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Sweetbay Village, including without limitation, sales models and parking lots; to post and display a sign or signs on any Units owned by Declarant or on the Common Property or Association Property; and to use the Common Property or Association Property to show Units. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Sweetbay Village shall not be considered Common Property or Association Property and shall remain the property of the Declarant.

4.10 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and in the event the County does so, the acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

4.11 Country Club Membership. All Owners shall be required to apply for one of the following types of membership in the Country Club:

1. Golf/Tennis Membership.
2. Social/Tennis Membership.

Each Owner shall apply for membership in the Country Club on terms established and existing for membership at the time the Owner's application is submitted. Upon approval of the Owner's membership application, the Owner shall be subject to such rules and regulations of the Country Club as are in effect as of the date of his acceptance, and shall be required to pay such fees and membership dues as may be assessed by the Country Club, pursuant to separate documents established for the Country Club. Non-Owners shall also have the right to apply for membership in the Country Club on terms established and existing for membership

at the time non-Owner's application is submitted. Upon approval of the non-Owner's membership application, the non-Owner shall be subject to such rules and regulations of the Country Club as are in effect as of the date of his acceptance, and shall be required to pay such fees and membership dues as may be assessed by the Country Club, pursuant to separate documents established for the Country Club.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Declarant. The Association (or such other entity as is indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant. The Association (or such other entity as is indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

5.1.3 The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, the Master Association, employees and agents of the Association and the Master Association, and of any management entity contracted by the Association or the Master Association, in order that such employees, agents or management entity may carry out their duties.

5.1.4 An easement is hereby granted over the Common Property to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved throughout the Common Property, including without limitation, the Streets and the easements shown on the plat of the Property, by Declarant, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of property throughout Harbour Ridge.

5.1.6 An easement is hereby granted to the Association, its agents and employees and any management entity contracted by the Association, for purposes of maintaining the landscaping and lawns of each Unit, the routine maintenance of the exterior of all Dwellings (including, without limitation, the exterior walls and roofs, and the painting of the exterior surfaces of the Dwellings), with the exception of doors, windows and screen enclosures.

5.1.7 An easement is hereby granted to members of the Country Club and their guests, and to the Country Club Owner and its agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf courses adjacent to the Units. These acts shall include, but not be limited to, the recovery of golf balls from Units, the flight of golf balls over and upon Units, the use of necessary and usual equipment upon the golf courses, the creation of the usual and common noise level associated with the playing of the game of golf, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club. The

Declarant shall have the right to prescribe in writing to the members of the Country Club and the Country Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, the Declarant may, at its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner or place of doing all or certain of the acts authorized by this easement.

5.1.8 A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Country Club Property by Declarant and all members of the Country Club, regardless of whether such members are also Owners. This easement is subject to all rules and regulations promulgated by the Association and the Master Association from time to time.

5.1.9 An easement for encroachments is hereby granted in the event that any Dwelling or any part of a Dwelling, including without limitation, any screen porch or any other Improvement, now or hereafter encroaches upon another Unit or the Common Property, due to minor inaccuracies in survey, construction, or reconstruction, or due to settlement or movement or otherwise. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

5.1.10 An easement for encroachment is hereby granted in the event that any Improvement, including without limitation the driveway or any part of the driveway serving a Unit, now or hereafter encroaches upon another Unit or the Common Property, due to the design and configuration of the driveway and the placement of the Dwelling and the driveway within the boundaries of a Unit, as constructed or as shown on the recorded plat of the Property. The encroaching Improvement shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance of the encroaching Improvement, and, if the encroaching Improvement is a driveway, shall include an easement for use of the driveway for ingress to

and egress from the encroaching Unit. The easement for encroachments shall also include the right to replace the driveways which encroach on adjoining Units.

5.2 Additional Easements. Declarant and the Association, shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property, and the Improvements constructed thereon will not be structurally weakened thereby.

5.3 Restriction on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the A.R.B..

#### ARTICLE 6

#### ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property and the Common Property, routine maintenance of the lawns and landscaping of the grassy areas outside Dwellings, the exterior of all Dwellings (including, without limitation, the exterior walls and roofs and the painting of the exterior surfaces of the Dwelling with the exception of doors, windows and screen enclosures), and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property,

routine maintenance of the lawns and landscaping of the grassy areas outside the Dwellings; routine maintenance of the exterior areas of all Dwellings (including, without limitation, the exterior walls and roofs and the painting of exterior surfaces of the Dwellings), with the exception of doors, windows and screen enclosures; property taxes and assessments against, and insurance coverage for, the Association Property and Common Property; legal and accounting fees; maintenance of the Streets and street lighting, maintenance of the pool and poolhouse (provided, however, that no assessment shall be made for maintenance of the pool and poolhouse until construction of those items is complete); management fees; security costs; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate, to be determined by the Association, so that all Units subject to a general Assessment shall be assessed equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for the payment of the following: the cost of maintenance of the swimming pool located on the Unit if the Unit Owner elects to have the pool maintenance performed by the Association; the acquisition of property by the Association; the cost of construction of capital Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director and officer of the Association. All special Assessments shall be at a uniform amount for each Unit assessed. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Unit, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

6.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Unit for the cost of maintenance, repairs or replacements within or without the Unit (other than for the cost of those maintenance duties to be performed by the Association, as

provided in Section 4.4 of this Declaration), which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have the right of entry onto each Unit to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the Assessment is made, and shall also be the continuing personal obligation of the Owner thereof. The Association shall also record a claim of lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Unit assessed in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment, as above provided, and attorneys' fees incurred by the

Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

6.8 Certificate of Assessments. The Association shall prepare a roster of the Units and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.9 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Unit from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

6.10 Master Association Assessments. The Association shall have the power and authority to collect from Owners all Assessments, whether they be general, special, emergency special or individual Assessments, which are levied against Units by the Master Association (the "Master Association Assessment"). The Master Association Assessment shall be collected by the Board of Directors of the Association, pursuant to the procedures set forth in this Article 6. If the Master Association Assessment is not paid on the date when due, the provisions of the declaration of covenants and restrictions for Harbour Ridge, as to the effect of non-payment of the Master Association Assessments, including the Master Association's lien rights, shall fully apply. The Master Association Assessment shall be in addition to, and not in lieu of, the Assessments levied by the Association.

6.11 Payments by Declarant. In lieu of the payment of any Assessments, Declarant shall be responsible only for the payment of that portion of the Common Expenses which exceeds the amount to be paid by the other Members pursuant to the budget of the Association. In lieu of the payment of any Master Association Assessments, Declarant shall be responsible only for the payment of that portion of the common expenses of the Master Association (as same is defined in the declaration of covenants and restrictions for Harbour Ridge), which exceeds the amount to be paid by the other members of the Association, pursuant to the budget of the Master Association.

6.12 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments and Master Association Assessments:

6.12.1 All property dedicated to, or owned by, the Association or the Master Association.

6.12.2 Any portion of the Property dedicated to the County.

6.12.3 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

6.12.4 Any portion of the Property owned by Declarant; Declarant shall pay those amounts stated above in that subsection entitled "Payments by Declarant", in lieu of Assessments and Master Association Assessments.

6.13 Initial Contribution Assessment. In addition to all other assessments, assessed against Owner by the Association, all Owners shall be required to pay the following amount at the time of the closing of the purchase of their Units:

6.13.1 A sum equal to one-third (1/3) of one (1) quarterly installment of the Common Expenses assessed against such Owner's Unit by the Association, which sum shall be paid to Declarant, for the payment of funds advanced by Declarant on behalf of the Association (for example, and without limitation, insurance premiums, utility charges, permanent license fees, prepare charges for service contracts, and other prepayments) and funding of deficits, which initial contribution shall not relieve the Owner of the Owner's responsibility to make all prepaid periodic installments of the Common Expenses assessed to the Owner's Unit at closing. The contribution is a one-time contribution to be made by the initial purchasers of Units from Declarant. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Unit, provided however, that after turnover of control of the Association as defined herein, any unused portion of the contributions shall be paid by Declarant to the Association.

6.13.2 A sum equal to one-third (1/3) of one (1) quarterly installment of the Common Expenses assessed against such Owner's Unit by the Master Association, which sum shall be paid to Declarant, for the payment of funds advanced by Declarant on behalf of the Master Association (for example, and without limitation, insurance premiums, utility charges, permanent license fees, prepaid charges for service contracts, and other prepayments) and funding of deficits, which initial contribution shall not relieve the Owner of the Owner's responsibility to make all prepaid periodic installments of the Common Expenses assessed to the Owner's Unit at closing. The contribution is a one-time

contribution to be made by the initial purchasers of Units from Declarant. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Unit, provided however, that after turnover of control of the Master Association as defined herein, any unused portion of the contributions shall be paid by Declarant to the Master Association.

#### ARTICLE 7

#### MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Association Property, the Common Property, the pool and poolhouse upon completion thereof, the Streets, street lights, driveways, mailboxes, and the lawns and landscaping of the grassy area outside the Dwellings. The Association shall also be responsible for the routine maintenance of the exterior of each Dwelling (including the exterior walls and roofs, and painting of the exterior surfaces of the Dwellings), with the exception of windows, doors and screen enclosures. The Association shall not be responsible for extraordinary maintenance of the Units, nor shall the Association maintain casualty insurance covering the Units.

7.2 Unit Owner Responsibilities. The Owner of each Unit shall be responsible for maintenance of the interior areas of his Dwelling, and for the maintenance of the windows, doors and screen enclosures of his Dwelling. Each Owner of a Unit must obtain casualty insurance for his Unit, to protect the Owner's interest in the Unit, and shall provide the Association with proof of casualty insurance upon request. If a Unit is damaged by casualty, the Unit Owner must reconstruct the Unit within one (1) year following the casualty. The reconstruction must be substantially in accordance with the original plans and specifications of the Unit, or if not, then according to plans and specifications approved by the Architectural Review Board.

7.3 Individual Assessment. The expense of any maintenance, repair or reconstruction of any portion of the Association Property or the Common Property, the exterior of any Dwelling or any other property to be maintained by the Association, necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Unit shall be subject to an individual Assessment for such expense, pursuant to Article 6 of this Declaration. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board, as set forth in Article 9 of this Declaration.

## ARTICLE 8

### USE RESTRICTIONS

#### 8.1 Restrictions of Use on Units and Common Property.

8.1.1 Residential Use. Except as provided in Section 14.6 of this Declaration, all Units shall be used as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Unit and no business may be conducted on any part thereof.

8.1.2 Pets. Unit Owners may keep as pets, dogs, cats, tropical fish and birds; provided that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be restrained and/or kept on a leash under control of a responsible person at all times when a pet is outside of a Unit. At no time shall a pet be allowed to enter upon any Unit other than the Unit on which the pet is kept except with the consent of that Unit Owner. The pet owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself while on the Property and for appropriately disposing of said excrement using the sanitary containers on said Owner's Unit. The board of directors of the Master Association shall have the right to order removal of any pet which is considered a nuisance, in the board's sole discretion. In such event, the board of directors of the Master Association shall give written notice

thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

8.1.3 Clotheslines. No clotheslines or outside drying area shall be located on any Unit unless screened in such a manner as to be completely concealed by fencing and/or landscaping, as approved by the A.R.B..

8.1.4 Boats, Trailers and Motor Vehicles. No boats, boat trailers, house trailers, motor homes, trucks, commercial vehicles, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes, or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles, shall be placed, parked or stored upon any Unit except within a building and totally removed from public view. No maintenance or repair shall be done upon any boat, trailer or motor vehicle, including four-wheel passenger automobiles, except when in a building and totally isolated from public view.

Notwithstanding the foregoing, vehicles of repairmen, deliverymen, moving vans, temporary guest vehicles or vehicles owned or leased by members of the Owner's family may be parked at curbside or on the driveways and private parking areas of a Unit for no longer than four (4) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Unit for the duration of their stay. Such guests may not park at curbside except as set forth hereinabove. The Master Association shall have the right to authorize the towing of any vehicles in violation of these provisions, and/or the Traffic Regulations promulgated by the Master Association, and to collect the costs thereof from Owners, as an individual Assessment.

8.1.5 Insurance. No Owner shall permit or suffer anything to be done or kept within his Unit, or make any use of the Common Property, which will increase the rate of insurance of any portion of the Property.

8.1.6 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Unit.

8.1.7 Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, windows or screened enclosures of his Unit, nor shall he place any furniture or equipment outside the Improvements on his Unit, without the prior written consent of the A.R.B., except that the consent of the A.R.B. shall not be required with respect to lawn furniture in the back yard of a Unit while actually being used, nor shall it be required with respect to the Declarant.

8.1.8 Antennae and Other Rooftop Accessories. No radio, television or other electronic antennae, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property or the exterior of any Unit, (unless installed by Declarant or the Association), without the prior written approval of the A.R.B..

8.1.9 Residence Graphics. The size and design of all signs, numbering for the Unit, and other such materials shall be approved by the A.R.B. and shall display continuity and conformity throughout Sweetbay Village.

Except in connection with development or sales of property throughout Harbour Ridge by Declarant, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Unit or on the Common Property, without the prior written approval of the A.R.B., or except as may be required

by legal proceedings, it being understood that the A.R.B. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the A.R.B. reserves the right to restrict size, color, content and location of such sign(s). No sign shall be nailed or attached to any tree.

8.1.10 Garbage and Trash Containers. No Unit 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 as required during trash collection, all containers shall be kept within an enclosure.

8.1.11 Access to Units. Whenever the Association or the Master Association is permitted or required by this Declaration or the declaration of covenants and restrictions for Harbour Ridge, to enter upon any Unit for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

8.1.12 Maintenance of Units. All Units shall be kept in a clear and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as aforesaid for a period of at least thirty (30) days, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Sweetbay Village; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the subject Unit, which lien shall be effective, have priority and be enforced

which may be promulgated by the Association, or the Master Association, or the Traffic Regulations which may be promulgated by the Master Association.

#### ARTICLE 9

##### ARCHITECTURAL CONTROLS

9.1 Architectural Review Board. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Declarant will establish an Architectural Review Board (the "A.R.B.") which shall be a permanent committee of the Master Association and which shall have the powers, duties and responsibilities set forth in the declaration of covenants and restrictions for Harbour Ridge.

9.2 A.R.B. Procedures. Wherever A.R.B. approval is required by this Declaration, the procedures and provisions governing the A.R.B., as set forth in the declaration of covenants and restrictions for Harbour Ridge, as same may be amended from time to time, shall govern such approval process.

9.3 Declarant Exempt. Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant, shall not be subject to the review of the A.R.B..

#### ARTICLE 10

##### ADDITIONAL RESTRICTIONS

In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles of Incorporation and the By-Laws for the Association, and the rules and regulations adopted by the Association, as same may be amended from time to time, the Property shall also be subject to all of the covenants, restrictions and provisions, including without

pursuant to the procedures set forth in Article 6 of this Declaration. Notwithstanding the foregoing, that no Owner shall maintain any portion of his Unit which the Association is responsible for maintaining pursuant to Article 7 of this Declaration.

8.1.13 Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the A.R.B.

8.1.14 Swimming Pools. No swimming pool shall be constructed or maintained by any Unit, except those specifically built or designated by Declarant.

8.1.15 Garages. No automobile garage shall be permanently enclosed or converted without the prior written approval of the A.R.B.. The doors of all garages shall be kept in a useful operating condition and shall be closed at all times, except as needed for ingress and egress.

8.1.16 Additions, Improvements and Painting. The exterior surfaces of all Dwellings, including all colors, materials and finishes on all exterior areas of Dwellings shall not be altered or changed in any manner whatsoever by an Owner, without the prior written consent of the A.R.B.. No Owner shall have the right to construct any Improvements of any type or nature whatsoever on his Unit, including without limitation, any fences, hedges, patios or landscaping, nor to make any structural or other modifications or alterations to his Unit without the prior written consent of the A.R.B..

8.1.17 Additional Protective Covenants. Declarant may include in any contract or deed for any Unit, additional protective covenants and restrictions not inconsistent with those contained herein.

8.2 Rules and Regulations. No person shall use the Common Property, or the Association Property, or any Unit, in any manner contrary to, or not in accordance with, the rules and regulations

limitation the Master Association Assessments, and lien rights, contained in the declaration of covenants and restrictions for Harbour Ridge, the articles of incorporation and the by-laws for the Master Association, all rules and regulations adopted by the Master Association, as same may be amended from time to time, and all provisions of the P.D.P. Agreement.

ARTICLE 11

INSURANCE

The Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 12

SALE OR OTHER ALIENATION OF UNITS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Unit by any Owner, including Declarant, shall be subject to the procedures and provisions governing the sale or other alienation of Units, as set forth in Article 10 of the declaration of covenants and restrictions for Harbour Ridge, which provisions and procedures each Owner covenants to observe.

ARTICLE 13

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and officer of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE 14

GENERAL PROVISIONS

14.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, Declarant, the Association, or the Master Association, may be assigned by Declarant, the Association or the Master Association, as the case may be. After any such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Declarant, the Association or the Master Association, prior to the assignment, and Declarant, the Association and/or the Master Association shall be relieved of all obligations with respect to such rights, powers, obligations, easements or estates.

14.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

14.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Declarant must obtain the approval of at least seventy-five percent (75%) of the votes of Members; provided however, that until such time as the Declarant relinquishes control of the Association, as described hereinabove, all amendments must include the express written joinder and consent of Declarant.

14.2.2 This Declaration may be amended upon the initiation of Declarant, at any time, upon approval of at least fifty-one percent (51%) of the votes of Members. Provided, however, that the Declaration may be amended by Declarant, at any time, for the purpose of subjecting additional real property to the provisions hereof and for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Owners, Institutional Mortgagees, or any other party.

14.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Unit, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Unit, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

14.2.4 No amendment or change to this Declaration or to the exhibits hereto shall be effective without the written consent thereto by the Master Association, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

14.2.5 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to

the same extent as do the covenants and restrictions set forth herein.

14.2.6 No amendment shall be effective to limit or prevent the continued use, occupancy, repair or replacement of any driveway improvement of a Unit Owner which has been constructed in such a manner as it encroaches on an adjoining Unit without the consent of the Unit Owner.

14.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

14.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant, the Association, the Master Association, and the Owners.

14.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any person or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Declarant, the Association and the Master Association fail to enforce the terms of this Declaration then any Member may do so. The failure or refusal of Declarant, the Association, the Master Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.



to the Owner at: the last known address of Owner  
as appears on the records of  
the Association at the time of  
such delivery or mailing.

to the Association at: Sweetbay Village Homeowners  
Association, Inc.  
Post Office Box 2451  
Stuart, Florida 34995

to the Master Harbour Ridge Property Owners  
Association at: Association, Inc.  
Post Office Box 2451  
Stuart, Florida 34995

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

14.8 Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plat of the Property, which plat is recorded or to be recorded in the Public Records of the County. Also, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the State of Florida and the County.

14.9 Incorporation of Additional Restrictions. In addition to this Declaration, the Property shall also be subject to the requirements set forth in the declaration of covenants and

restrictions for Harbour Ridge, as same may be amended from time to time, and in the P.U.D. Agreement.

14.10 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

14.11 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

14.12 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

14.13 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 7th day of December, 1987.

Signed, sealed and delivered in the presence of:

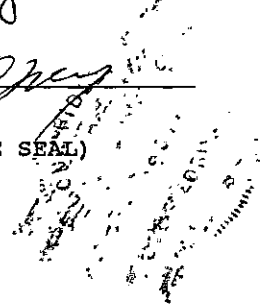
[Signature]  
[Signature]

HARBOUR RIDGE, LTD., a Florida limited partnership

By: HARBOUR RIDGE, INC., a Florida corporation, General Partner

By: [Signature]  
Its

Attest: [Signature]  
Secretary  
(CORPORATE SEAL)



JOINDER OF MASTER ASSOCIATION

HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Sweetbay Village for the sole purpose of agreeing to perform its obligations contained herein.

IN WITNESS WHEREOF, HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., has caused these presents to be executed by its duly authorized officers, this 7th day of December, 1987.

Signed, sealed and delivered in the presence of:

*James Luciano*  
*Carol Greedo*

HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: *John B. Dodge*  
Its: \_\_\_\_\_

Attest: *James Luciano*  
Secretary

(CORPORATE SEAL)

JOINDER OF HOMEOWNERS ASSOCIATION

SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Sweetbay Village for the sole purpose of agreeing to perform its obligations contained herein.

IN WITNESS WHEREOF, SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed by its duly authorized officers, this 7th day of December, 1987.

Signed, sealed and delivered in the presence of:

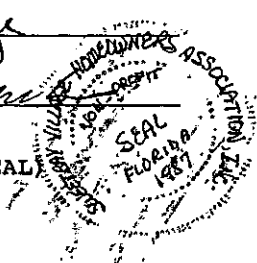
*James Luciano*  
*Carol Greedo*

SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC.,

By: *John B. Dodge*  
Its: \_\_\_\_\_

Attest: *James Luciano*  
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7th day of December, 1987, by John B. Dodge, the President and John D. McKey, Jr., the secretary of HARBOUR RIDGE, INC., a Florida corporation, General Partner of HARBOUR RIDGE, LTD., a Florida limited partnership, on behalf of the limited partnership.


My Commission Expires: 10-14-90

*James Luciano*  
Notary Public  
(SEAL)

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7th day of December, 1987, by John B. Dodge, the President and Jack C. Schuler, the secretary of HARBOUR RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

My Commission Expires: 10-14-90

  
Notary Public  
(SEAL)

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7th day of December, 1987, by John B. Dodge, the President and Jack C. Schuler, the secretary of SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

My Commission Expires: 10-14-90


  
Notary Public  
(SEAL)

EXHIBIT "A" - LEGAL DESCRIPTION

The following described property, situate, lying and being in St. Lucie County, Florida, to wit:

Sweetbay Village, according to and as shown on that certain plat of Harbour Ridge, Plat No. 8, as recorded in Plat Book 26, Pages 6-6E, Public Records of St. Lucie County, Florida.

EXHIBIT "B" - MASTER DEVELOPMENT PLAN

The Master Development Plan for Harbour Ridge has been approved by, and is on file with, the Board of County Commissioners of St. Lucie County, Florida.

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FILED  
DOCC  
ST. L.

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