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Jane L. Cornett
Becker & Poliakoff, P.A.
759 SW Federal Hwy., Ste. 213
Stuart, FL 34994

-----THIS SPACE FOR RECORDER'S USE-----

**CERTIFICATE OF AMENDED AND RE-STATED
DECLARATION OF PROTECTIVE COVENANTS
AND AMENDED AND RE-STATED BYLAWS
FOR
THE INDIAN RIVER CLUB COMMUNITY ASSOCIATION, INC.**

The Declaration of Protective Covenants for The Indian River Club was recorded in the public records of Indian River County at Official Records Book 1065, Page 425 et.seq., and amended at Official Records Book 1081, Page 576 et.seq., Official Records Book 1340, Page 813 et.seq., Official Records Book 2150, Page 1660 et.seq. and at Official Records Book 2254, Page 404 et.seq. The By-Laws were recorded at Official Records Book 1081, Page 576 et.seq., amended at Official Records Book 2254, Page 399 et.seq., and Amended and Re-Stated at Official Records Book 2450, Page 52 et.seq. The same Declaration of Protective Covenants and Amended and Re- Stated By-Laws are hereby Amended and Re- Stated as approved by the members at the special members' meeting held on December 12, 2022 and are attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 3 day of April, 2023.

WITNESSES:

Indian River Club Community Association, Inc.

Brenda Slater
Witness #1 Signature

By: Deborah M Thornton
Deborah M Thornton, President

Brenda Slater
Witness #1 Printed Name

Challis L Russo
Witness #2 Signature

Challis L Russo
Witness #2 Printed Name

Brenda Slater
Witness #1 Signature

By: Kirk Troen
KIRK TROEN, Secretary

Brenda Slater
Witness #1 Printed Name

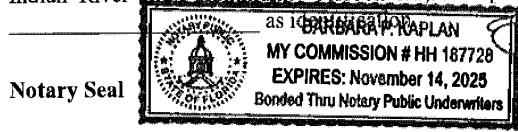
Challis L Russo
Witness #2 Signature

Challis L Russo
Witness #2 Printed Name

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STATE OF Florida
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of April, 2023, by Deborah Thornton as President of Indian River Club Community Association, Inc. who is personally known to me or has produced



[Signature]
Notary Signature

STATE OF Florida
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of April, 2023, by Kirk Elroy as Secretary of Indian River Club Community Association, Inc. who is personally known to me or has produced FC DL as identification.



[Signature]
Notary Signature

CERTIFICATE

Indian River Club Community Association, Inc., by its duly authorized officers, hereby certifies that the Amended and Re-Statement of Protective Covenants and Amended and Re-Statement By-Laws, copies of which are attached hereto, were duly and regularly approved by the members at the special members' meeting held December 12, 2022.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 3 day of April, 2023.

WITNESSES:
[Signature]
Witness #1 Signature

Brenda Slater
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Challiss L Russo
Witness #2 Printed Name

Indian River Club Community Association, Inc.
By: [Signature]
Deborah M Thornton, President

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Challis L Russo
Witness #1 Signature

By: Kirk Truett
KIRK TROETT, Secretary

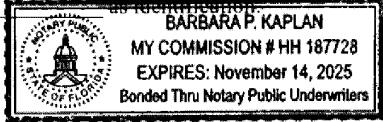
Challis L Russo
Witness #1 Printed Name

Brittany King
Witness #2 Signature

Brittany King
Witness #2 Printed Name

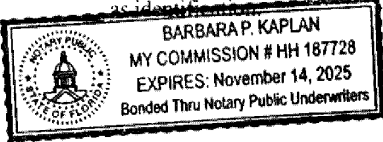
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of April, 2023, by Debra Thornton as President of Indian River Club Community Association, Inc. who is personally known to me or has produced

Notary Seal  Notary Signature [Signature]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of April, 2023, by Kirk Truett as Secretary of Indian River Club Community Association, Inc. who is personally known to me or has produced

Notary Seal  Notary Signature [Signature]



**AMENDED AND RE-STATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
THE INDIAN RIVER CLUB COMMUNITY ASSOCIATION, INC.**

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RESTATED AND AMENDED DECLARATION OF PROTECTIVE COVENANTS
FOR
THE INDIAN RIVER CLUB

THIS RESTATED AND AMENDED DECLARATION OF PROTECTIVE COVENANTS is made this by Indian River Club Community Association, Inc., a Florida not-for-profit corporation (the "Association") located at 800 Carolina Circle SW, Vero Beach, Florida 32962.

STATEMENT OF BACKGROUND INFORMATION

- A. Terms capitalized in this Declaration are defined in Article III hereof.
- B. The Properties have been developed under a master plan as a deed restricted community known as "The Indian River Club."
- C. WHEREAS, the Restated Declaration was established as a covenant running with the land for the purpose of providing for preservation, improvement and benefit of the Property and .of all Owners within Indian River Club to include the Neighborhoods known as Bridgewater, Carolina Circle North, Carolina Cottages, Courtyard Homes of Carolina South, Fairway Homes of Carolina South, Fairway Villas of Carolina South, Hammock Lake, Hampton Woods, Oak Hammock, Pine Valley, Summerwood Lane, Wood Haven, and Water Oak at Indian River Club Condominium Association.; and
- D. WHEREAS, Indian River Club was developed as a prestigious, single-family residential community; and
- E. WHEREAS, Indian River Club is a golf club community featuring the amenities of the golf course; and
- F. WHEREAS, the Golf Club was created and developed simultaneously with the residential portions of Indian River Club; and
- G. WHEREAS, the values of the Lots and the quality of lifestyle of their owners are positively impacted by the Golf Course Properties being maintained in an attractive and first-class manner; and
- H. WHEREAS, the Association has the responsibility to take actions necessary to preserve the value of Lots and Units, and the quality of lifestyle of its owners; and
- I. NOW, THEREFORE, the following are the Restated Declaration of Covenants and Restrictions of the Indian River Club approved by the Members at a special meeting held on XX/XX/XXXX.

STATEMENT OF DECLARATION

The Association hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions.

ARTICLE I

GENERAL PLAN OF DEVELOPMENT

The Properties, including without limitation development tracts and recreation tracts, have been developed in accordance with the Planned Development approvals granted by Indian River County Planned Development Number 94-0808, any additional resolutions or amendments to such resolutions, and all other applicable codes, permits and approvals. The Properties have been developed as a mixed-use project consisting of varying, residential, recreational and other uses.

The Properties, whether residential, recreational or other, were developed in series of Neighborhoods, each of which is subject to this Declaration. The Association is responsible for the administration of this Declaration.

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ARTICLE IIINTENT OF DECLARATION

Association desires to provide for the preservation and enhancement of the value, desirability and attractiveness of the Properties and, therefore, Association intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots within the Properties. Association desires to provide flexible and reasonable procedures for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Properties, and maintenance of rights-of-way.

ARTICLE IIIDEFINITIONS

Section 3.1 "Architectural Review Committee or ARC" shall refer to the committee as established by the Board of Directors and described in Article XIII hereof.

Section 3.2 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, or by contract or agreement with any Neighborhood Association, the Golf Club Properties or a governmental agency become the responsibility of the Association.

Section 3.3 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Indian River Club Community Association, Inc., as filed with the Secretary of State of Florida, and as may be amended from time to time.

Section 3.4 "Assessment" or "Assessments" shall mean and refer to those charges, fees and/or obligations set forth in Article XII hereof.

Section 3.5 "Association" shall mean and refer to Indian River Club Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration.

Section 3.6 "Benefit Assessment" shall mean and refer to Assessments levied against all Members benefitting from a special service or amenity for the cost incurred for providing such service or amenity (or for sanctions levied in accordance with this Declaration) which may include without limitation maintenance, repair, replacement and insurance.

Section 3.7 "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under Florida corporate law.

Section 3.8 "Bylaws" shall mean and refer to the Bylaws of Indian River Club Community Association, Inc. as may be amended from time to time. The Bylaws are attached to this Declaration as Exhibit "C". Amendments to the Bylaws shall be recorded in the Public Records of Indian River County, Florida.

Section 3.9 "Common Area" or "Common Property" shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Association, including all Exclusive Common Area, and intended to be devoted to the common use or enjoyment of the Owners of Lots, or for preservation within the Properties, in accordance with this Declaration. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring the same or subsequently declared by the Association to be Common Property. Any land or personal property leased by the Association from a third party shall lose its character as Common Property upon the expiration of such lease.

NO PORTION OF THE Golf Club SHALL BE INCLUDED IN OR SHALL BE DEEMED TO BE COMMON AREA OR COMMON PROPERTY.

Golf Club Property is for the exclusive use of Golf Club members, guests, and invited prospective members.

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Amended and Re-Styled Declaration of Covenants for the Indian River Club Community Association, Inc.

Section 3.10 "Common Assessment" shall mean and refer to Assessments levied against all Members in the Properties to fund Common Expenses.

Section 3.11 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association, which is attributable to the Area of Common Responsibility, including any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association. Common Expenses shall specifically include, but not be limited to, costs and expenses of maintenance, repair and operation of the Surface Water Management System, and other expenses for which the Association is obligated by contract.

Section 3.12 "Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be more specifically determined by the Board of Directors. Community-Wide Standards shall be part of the Rules and Regulations, however named.

Section 3.13 "Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such upon any recorded Plat or Plats of the Properties.

Section 3.14 "Declarant" shall mean the Association confirming, ratifying, and amending the Covenants as a representative of all owners, to continue to provide for the preservation and enhancement of the value, desirability and attractiveness of the Properties.

Section 3.15 "Declaration" shall mean and refer to this Declaration of Protective Covenants for The Indian River Club Community Association as the same may be amended or supplemented from time to time.

Section 3.16 "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Lots. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners and their Lots which are benefited thereby as a Neighborhood or Benefit Assessment. By way of illustration and not obligation or limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in the deed or Plat conveying or dedicating the Common Area to the Association, as the case may be. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the votes within the Neighborhood(s) to which they are assigned and the approval thereof by Association.

Section 3.17 "First Mortgagee" shall mean and refer to any Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

Section 3.18 "Golf Club Properties" or "Golf Club" shall mean the portions of the Properties comprising the golf course, buildings, and related facilities subject to a lease with the New Indian River Club, Inc. or any other future organization(s) who may enter into such a lease to operate the golf club and facilities.

Section 3.19 "Indian River Club" shall mean and refer to the master planned community approved by Indian River County, Florida Planned Development Number 94-0808, and any additional or supplemental resolutions.

Section 3.20 "Institutional Lender" shall mean and refer to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 3.21 "Lot" shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family lots, attached or detached villas, cluster homes, patio or zero lot line homes, single-family detached houses on one (1) or more separately platted lots and condominium units, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in future Supplemental Declarations covering all or part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot. Any two (2) or more Lots which are under common ownership and on which a single residence has been constructed shall nevertheless

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be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder. The term unimproved Lot shall mean a Lot upon which a foundation slab has not been poured.

In the case of a parcel of vacant land or land upon which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Plat, or if the Plat fails to so indicate the Site Plan approved by Association until such time as a certificate of occupancy is issued on the parcel by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph. At such time as a certificate of occupancy has been issued for all Lots to be constructed on a parcel of land, any Lots contained within the original Site Plan which exceed the actual number of Lots completed shall revert to the Association to be assigned to the other vacant parcels of land.

Section 3.22 "Master Plan" shall mean and refer to the plan for the development of the property described on Exhibits "A" and "B" most recently approved by Indian River County, Florida, and all other governmental agencies having jurisdiction thereof, as it may be amended from time to time.

Section 3.23 "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein and in the Bylaws.

Section 3.24 "Neighborhood" shall mean and refer to each portion of the Properties developed and designated as a separate Neighborhood by a Supplemental Declaration executed and recorded by Association, such Neighborhood being comprised of one (1) or more housing types, whether or not governed by a Neighborhood Association, in which Owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Each parcel of land and intended for development as shown on the Master Plan shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood or combination of two or more parcels into one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the Bylaws) or Neighborhood Association having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association except as required by law. Neighborhoods may be divided or combined in accordance with Article XV of this Declaration.

Section 3.25 "Neighborhood Assessments" shall mean Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equitably against all Lots in the Neighborhood(s) benefitting from the services supported thereby, provided that in the event of Assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such Assessments for the use and benefit of particular Lots shall be levied on a pro rata basis among the benefited Lots.

Section 3.26 "Neighborhood Association" shall mean or refer to any homeowner or condominium association which may be formed within a particular Neighborhood to govern the business affairs and any property within that Neighborhood. The formation of a Neighborhood Association is not required except for condominiums constructed on a parcel.

Section 3.27 "Neighborhood Committee" shall mean a group of three (3) to five (5) people elected by the Owners within a Neighborhood in accordance with the Bylaws. If there is a Neighborhood Association within a Neighborhood, the Board of Directors of that Neighborhood Association will serve as the Neighborhood Committee.

Section 3.28 "Neighborhood Documents" shall mean the declaration of covenants, conditions and restrictions or declaration of condominium, and the articles of incorporation and Bylaws of a Neighborhood Association and any other documents governing a Neighborhood, all changes to such documents, and any and all budgets of such Neighborhood Associations as adopted from time to time.

Section 3.29 "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein or a future Supplement. Neighborhood Expenses may be shared by one (1) or more benefited Neighborhoods.

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Amended and Re-Styled Declaration of Covenants for the Indian River Club Community Association, Inc.

Section 3.30 "Owner" shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure. If a Lot is sold under a recorded contract for deed, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association but the fee owner shall remain responsible for all obligations relative to such Lot.

Section 3.31 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 3.32 "Plat" or "Plats" shall mean any plat or plats recorded in the Public Records of Indian River County, Florida, affecting any or all of the Properties.

Section 3.33 "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as may be hereafter subjected to this Declaration by Supplemental Declaration(s).

Section 3.34 "Rules and Regulations" shall mean the rules and regulations adopted by the Board as same may be amended from time to time under the title, "Compliance and Design Standards."

Section 3.35 "Site Plan" shall mean and refer to the graphic plans developed by Association from time to time for development of the Properties, including subdivision into lots or condominium units and the number thereof. Information contained on a Site Plan shall not bind the Association to develop any portion of the Properties in any particular manner, fashion or with any particular number of Lots.

Section 3.36 "Special Assessment" shall mean and refer to Assessments levied in accordance with Article XII, Section 5 of this Declaration.

Section 3.37 "Supplemental Declaration" or "Supplement" shall mean an amendment or supplement to this Declaration executed by or consented to by Association or its successors in interest which subjects additional property to this Declaration and/or imposes, additional restrictions and obligations or removes restrictions and lot obligations on the land described therein, and/or designates Neighborhoods. The term shall also refer to the instrument recorded by the Association pursuant to Article X, to subject additional property to this Declaration.

Section 3.38 "Surface Water Management System" shall mean the portion of the Properties including improvements thereon which are 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 quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE IV

PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 4.1 Initial Property. The real property which initially is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Initial Property.

Section 4.2 Enjoyment of Common Areas. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, subject to this Declaration as it may be amended from time to time, Rules and Regulations subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner of a Lot may delegate his or her right of enjoyment to the members of his or her family, and lessees and social invitees, as applicable, subject to this Declaration, reasonable regulation by the Board and in accordance with Rules and Regulations adopted from time to time. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee of the Lot. The Golf Club shall have an irrevocable easement to use the streets and other Common Area reasonably necessary to operate and maintain the Golf Club. Such easement shall be for the benefit of the employees, invitees and guests of the Golf Club .

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ARTICLE VMEMBERSHIP AND VOTING RIGHTS

Section 5.1 Membership. Every Owner of a Lot shall be deemed to have membership in the Association, as provided in Section 5.2 below. No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership per Lot.

In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provision of this Declaration and the Bylaws. In the event a Member is a corporation, partnership, trust or other entity or joint form of ownership, membership rights and privileges may only be exercised by the individuals listed on a certificate filed with the Secretary of the Association. Membership shall be appurtenant to and may not be separated from ownership of Lot except as otherwise provided herein. Change of membership in the Association shall be established by recording in the Public Records of Indian River County, Florida, a deed or other instrument conveying record fee title to the Lot, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event a copy of said instrument is not delivered to the Association, said Owner(s) shall become a Member, but shall not be entitled to voting privileges enjoyed by their predecessor in interest until such delivery is accomplished, but such Owner(s) shall nevertheless be responsible for all obligations required of an Owner hereunder. The foregoing shall likewise not limit the Association's powers or privileges to enforce covenants, Assessments and abate violations.

Section 5.2 Voting Members. voting on Association matters requiring a vote of the Members will be cast by the Members in accordance with this Declaration, the Bylaws and any Supplemental Declaration.

ARTICLE VIMAINTENANCE

Section 6.1 Preamble. The responsibility for the maintenance of the Properties is divided between the Association and the Owners. In the event that the Association or its successors forms one or more Neighborhood Associations for the purposes described herein, some of the maintenance responsibilities of the Association or the Owners may become the obligation of one (1) or more of such Neighborhood Associations. Interior maintenance of residential structures is the responsibility of each Owner. Maintenance of the exterior of residential structures and Lots, unless otherwise provided in this Declaration, any Supplemental Declaration, any Neighborhood Documents, or by Plat, is the responsibility of the Owner thereof. Unless otherwise provided in any of the Supplemental Declarations described in the foregoing sentence, the maintenance of the Area of Common Responsibility is the responsibility of the Association in the manner provided in this Declaration, Supplemental Declaration, agreements or contracts. The Board of Directors has the right to require the Owners or Neighborhood Association to maintain their property in accordance with the Community-Wide Standards; and it is the responsibility of the Owner and any Neighborhood Association, unless otherwise assumed by the Association in accordance with the terms of this Declaration, Supplemental Declaration, Plats, agreements or contracts to maintain landscaping in a neat and trimmed manner, and to keep the property (including improvements) in a neat and attractive condition and remove all objectionable debris or material as may be located on their Lot or Common Area. After notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the right to employ maintenance people to perform maintenance work as shall be prescribed by the Board of Directors and for the purpose the Members grant unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of any Member for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an overhead surcharge equal to 10% of such cost) shall be assessed against the Owner and Owner's Lot as provided herein.

Section 6.2 Maintenance by Association. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. Nothing contained herein shall be deemed to mean that the Association is responsible for the maintenance of any portion of the Golf Club unless such maintenance is

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mandated by the terms of this Declaration or by a separate agreement as between the Golf Club and the Association. The maintenance to be performed by the Association shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including all private streets, sidewalks, buildings and other improvements owned by or dedicated to the Association, situated upon the Common Area, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement with the Association. Such maintenance may also include dispensing maintenance chemicals to the extent necessary or desirable, in the judgment of the Association.

The Association reserves a perpetual right and easement on and over and under all Properties to dispense maintenance chemicals and to take other action, which in the opinion of the Association is necessary to control insects, vermin, weeds and fungi on the Properties exclusive of the interior of buildings and other structures constructed on the Properties. The providing of maintenance chemicals as described above shall not be construed as an obligation on the part of the Association to provide such services.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Common Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder. All Lots on which no improvements have been constructed and which are owned by persons other than the Association shall be mowed and groomed on a periodic basis as determined by the Association on a mandatory basis and such services shall be provided by the Association and the cost thereof divided among the affected Owners and assessed directly to the individual Owners as a Benefit Assessment. The Association shall also be responsible for exterior grounds maintenance within any Neighborhood and maintenance, repair and replacement of other property within any Neighborhood to the extent designated herein or in any future Supplemental Declaration affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood. This assumption of responsibility may take place either by agreement with the Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood or Benefit Assessment only against the Lots within the Neighborhood to which the services are provided. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot or exterior of any Lot or other structures or improvements, at reasonable hours of any day, and the same shall not be deemed a criminal or civil trespass.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among the benefited properties as a Common Assessment, or Neighborhood Assessment, as the Board of Directors determines reasonable and appropriate.

Any walls, fences and landscaping surrounding portions of the Properties may be maintained by the Association, if such property is within the Area of Common Responsibility, and a perpetual easement of ingress and egress over the walls, fences and landscaping, and Lots and the Golf Club is hereby granted to the Association for purposes of construction and maintenance activities related to any such walls, fences and landscaping. The Association shall exercise its powers of ingress and egress in a manner which does not damage or disturb the Property over which ingress or egress is utilized. The Association may be required to assume all or a portion of the obligations under maintenance agreements by and between Indian River Farms Water Control District, including without limitation maintaining rights-of-way and lands of Indian River Water Control District.

The Association may contract with any Person for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration.

In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

Section 6.3 Owner's Responsibility. The name(s) and address of such firm or individual must be furnished to the Association. In addition, Owners of Lots which are adjacent to the Golf Club shall maintain and irrigate that portion of the Golf Club between the Lot boundary and the irrigated portion of the Golf Club or lake, pond, or wetland water's edge. Owners of Lots which are adjacent to any portion of the Property on which walls or fences have been constructed

shall maintain and irrigate that portion of the area which lies between the wall or fence and the Lot boundary. Owners of Lots fronting on any roadway within the Properties shall maintain driveways serving their respective Lot and shall maintain and irrigate landscaping on that portion of the area, if any, or right-of-way between the Lot boundary and the nearest pavement edge. Owners of Lots fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between the Lot boundary and such water's edge; provided, the Owners shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval the Golf Club.

All maintenance required by this Section 6.3 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood Association pursuant to any Supplemental Declaration or Neighborhood Documents applicable to such Lot. If any Owner fails properly to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation to maintain such property and assess all costs incurred by the Association against the Lot and the Owner thereof as a Benefit Assessment. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an overhead surcharge equal to 10% of such cost) shall be assessed against the Owner and Owner's Lot as provided herein. Provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner a minimum of seven (7) days' notice and an opportunity to cure the problem prior to entry.

Section 6.4 Neighborhood Association's Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to this document or other governing documents shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. In the event that Neighborhood Association fails to adequately maintain property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs (including an appropriate charge for administrative overhead) against the Lots located within the maintenance responsibility of the Neighborhood benefitted by the maintenance performed by the Association. Each Lot shall pay its pro-rata share of such expenses incurred by the Association together with an administrative charge of ten percent (10%) of such amount. Such Assessments may be collected as Special or Benefit Assessments hereunder and shall be subject to all lien rights provided herein.

Any Neighborhood Association whose common property is adjacent to the Golf Club shall maintain and irrigate that portion of the Golf Club property between the boundary of such common property and the irrigated portion of the golf course or lake water's edge or wetlands preserve. Any Neighborhood Association whose common property is adjacent to any portion of the Property upon which a wall or fence is constructed shall maintain and irrigate that portion of the Common Property between the wall or fence and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb of such roadway.

Any Neighborhood Association whose common property fronts the water's edge, or greenbelt buffer front in the water's edge, of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between its property line and such water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Articles VI (Section 6.3) or XIII hereof.

Section 6.5 Conservation Areas. The Conservation Areas shall and are hereby declared to be Common Property subject to a Conservation Deed Restriction and Easement in favor of Indian River County. The Association, its successors and assigns, shall be responsible for maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. No Conservation Area may be established or maintained on any lands or rights-of-way belonging to Indian River Farms Water Control District. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of Indian River County, Florida and the St. Johns River Water Management District, to wit:

- 6.5.1 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 Areas; and
- 6.5.2 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
- 6.5.3 The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and
- 6.5.4 The excavation, dredging or removal of lime, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Areas; and
- 6.5.5 Any use which would be detrimental to the retention of the Conservation Areas in their natural condition.

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- 6.5.6 Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Association, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

Section 6.6 Surface Water Drainage and Management System.

- 6.6.1 All Owners acknowledge that the Property is located within the boundaries of the St. Johns River Water Management District.
- 6.6.2 The Surface Water Management System shall be Common Property dedicated to and maintained by the Association. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or 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.
- 6.6.3 Portions of the Surface Water Management System are located adjacent to or within the boundaries of the Golf Club. Such areas of the Surface Water Management System are hereby burdened with an easement for reasonable use in connection with golf play, including without limitation play over such bodies of water, retrieval of golf balls by persons utilizing the golf course and the Golf Club for retrieval of golf balls which are not retrieved by persons utilizing the Golf Club, and drainage of the Golf Club into the Surface Water Management System. No person other than the lessee of the Golf Club shall have the right to retrieve any golf balls which are not retrieved by golfers during play. In addition, the Golf Club shall, at its sole expense, maintain areas of the Surface Water Management system which are utilized in connection with golf play or operation of the Golf Club. The Golf Club shall not, without the prior written consent of the Association alter the Surface Water Management system.
- 6.6.4 The Association, Indian River Farms Water Control District and the St. Johns River Water Management District shall have a non-exclusive easement over, upon and for use of Surface Water Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Management System.
- 6.6.5 Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the Association to maintain the Surface Water Management System must be approved by St. Johns River Water Management District and Indian River Farms Water Control District.
- 6.6.6 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 Management System.
- 6.6.7 Owners or occupants of Properties may not direct water from their property as to affect neighboring properties adversely.

Section 6.7 Protected Areas. Portions of the property may contain threatened, protected or endangered species including without limitation Florida Scrub Jays. Said portions of the Property may be dedicated as Conservation Area or Habitat Reserve (the 'Scrub Jay Preserve'). The Association shall maintain the Scrub Jay Preserve in accordance with all governmental requirements.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 7.1 Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain blanket all-risk coverage insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard.

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The Association shall not have any insurance responsibility for any Lot, common area of a Neighborhood Association or the Golf Club other than the Common Area located within those properties, if any.

Insurance obtained on the properties within any Neighborhood obtained by a Neighborhood Association, shall at minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area, except liability limits may be reduced pursuant to a Supplement affecting the Neighborhood. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if available at a reasonable cost, directors' and officers' liability insurance. The public liability policy shall have at least Three Million Dollars (\$3,000,000.00) per person limit, as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) limit per occurrence, and the property damage limit shall be not less than Three Hundred Thousand Dollars (\$300,000.00).

Premiums for all insurance on the Common Area (other than Exclusive Common Area) shall be Common Expenses of the Association and shall be included in the Common Assessment; premiums for insurance on Exclusive Common Area shall be charged to those Neighborhoods as a Neighborhood Assessment. The policy may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

- 7.1.1 All policies shall be written with a company authorized to do business in Florida.
- 7.1.2 All policies on the Common Area shall be for the benefit of the Association and the Owners.
- 7.1.3 Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors. No First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Area.
- 7.1.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Neighborhood Associations, individual Owners, occupants, or their First Mortgagees and the insurance carried by the Association shall be primary.
- 7.1.5 All casualty insurance policies shall have an inflation guard endorsement, if reasonably available.
- 7.1.6 The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - 7.1.6.1 a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents, and guests;
 - 7.1.6.2 a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
 - 7.1.6.3 a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal account of any one (1) or more individual Owners;
 - 7.1.6.4 a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or First Mortgagee;
 - 7.1.6.5 that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - 7.1.6.6 that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if available at reasonable costs, and flood insurance on Common Areas, if required.

Section 7.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon, unless the Neighborhood Association in which the

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Lot is located carries such insurance (which they are not obligated to do hereunder). Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner of the Lot may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Lot shall be considered an unimproved Lot which shall be maintained in a neat and attractive condition consistent with the Community-Wide Standard.

All policies of insurance required by the terms of this Section shall name the Association and any Neighborhood Association (if applicable) as additional insureds and shall require that the Association (and the Neighborhood Association, if applicable) will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

A Neighborhood Association may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lots within the Neighborhood Association and the standard for returning the Lots to their natural state in the event the structures are not rebuilt or reconstructed.

Section 7.3 Damage and Destruction.

- 7.3.1 Immediately after damage or destruction by fire or other casualty to all or a part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the affected portion of the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes or other governmental requirements.
- 7.3.2 Any damage or destruction to the Common Area, or the Exclusive Common Area of any Neighborhood, or the common property of any Neighborhood Association shall be repaired or reconstructed unless (a) if Common Area, the Members representing at least seventy-five percent (75%) of the votes attributable to Lots, or (b) if Exclusive Common Area or the common property of any Neighborhood Association, the Members representing at least seventy-five percent (75%) of the total votes of Lots within the Neighborhood whose Exclusive Common Property or Neighborhood Association common property is damaged; shall decide within sixty (60) days after the casualty not to repair or reconstruct. The foregoing may be made more stringent by the applicable Neighborhood Documents. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided however, such extension shall not exceed sixty (60) additional days, unless extenuating circumstances necessitate an additional delay. No holder of any lien relative to the Properties or any Lot therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Exclusive Common Area shall be repaired or constructed.
- 7.3.3 In the event that it should be determined in the manner described above that the Common Area, Exclusive Common Area or Neighborhood Association Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained undeveloped by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 7.4 Disbursement of Proceeds.

- 7.4.1 Proceeds of insurance policies shall be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made (after making such settlement as is necessary and appropriate with the affected Owner or

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Owners and their mortgagee(s), as their interest may appear, if any Lot is involved), shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any First Mortgagee of a Lot and may be enforced by such First Mortgagee.

- 7.4.2 If it is determined, as provided in Section 7.3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds described above.

Section 7.5 Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Common Assessments; provided, if the damage or destruction involves the Exclusive Common Area appurtenant to a specific Neighborhood(s), only the Owners of Lots in the affected Neighborhood(s) shall be subject to assessment therefore. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VIII

NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE IX

CONDEMNATION

Whenever all or any part of the Common Area shall be taken by (or conveyed in lieu of and under threat of) condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total votes attributable to Lots, any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Members representing at least sixty-seven percent (67%) of the total votes within the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine, in its sole discretion.

ARTICLE X

ANNEXATION

Section 10.1 Annexation With Approval of Membership. Subject to the consent of the owner thereof, upon the written consent or affirmative vote of a majority of the votes represented by the Members of the Association present at a meeting duly called for such purpose, the Association may annex real property, subject to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Indian River County, Florida, a Supplemental Declaration describing the property to be annexed. Such Supplemental Declaration shall be signed by the

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President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form or notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 10 and to ascertain the presence of a quorum at such meeting.

ARTICLE XI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 11.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and shall maintain and keep the Areas of Common Responsibility in good repair in accordance with the Community-Wide Standard, such maintenance to be funded as herein provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements.

Section 11.2 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot or Lots and suspension of the right to vote and the right to use any recreational facilities (if any) on the Common Area, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the Bylaws of the Association. Fines shall constitute Benefit Assessments subject to the lien rights provided in this Declaration.

The Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties.

Section 11.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XII

ASSESSMENTS

Section 12.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be four (4) types of Assessments: (a) Common Assessments for Common Expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 5 below; and (d) Benefit Assessments as described in Section 6 below.

Common Assessments shall be allocated as follows:

- Residential: One (1) assessment per Lot subject to this Declaration
- Neighborhood Assessments shall be levied equitably on all Lots within the Neighborhood for whose benefit Neighborhood Expenses are incurred as provided in Section 12.4 below.

All Assessments, together with interest (at a rate not to exceed the highest rate allowed by applicable usury law or two percent per month, whichever is less) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lot (and improvements) to which they pertain and shall be a continuing lien upon such property against which each assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance.

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Amended and Re-Styled Declaration of Covenants for the Indian River Club Community Association, Inc.

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The Association shall, upon the written request of any Owner, furnish, within ten (10) days after such written request, to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid to his particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed three month's Common Assessment on one Lot for the issuance of each such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and such determinations by the Board may include, without limitation, acceleration of that fiscal year's Common Assessments and any Neighborhood Assessments for delinquencies. Unless the Board otherwise provides, the Common Assessments and any Neighborhood Assessments shall be paid in quarterly installments and any Benefit Assessments shall be paid monthly in advance or as incurred.

No Owner may waive or otherwise be exempt from any liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of his property. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all developers purchasing Lots for development and/or resale. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken performed by the association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by Association in connection with the development of The Indian River Club or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 12.2 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the proper maintenance, replacement, repair and management of the Properties and in particular for operation of the Association and fulfilling its obligations under the Declaration and all documents and agreements executed in connection herewith.

Section 12.3 Computation of Common Assessment. It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses of the Association during the coming year. It shall be the duty of the Board at least fifteen (15) days prior to the budget workshop as described in the Bylaws to prepare a budget covering the estimated costs of operating the Association during the coming year and mail the same to all Members. The budget may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Common Expense budget, and the notice of the Common Assessment amount, to be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year. The budget and Common Assessments shall be determined by the Board of Directors in their sole and absolute discretion. The budget and Common Assessments shall become effective unless disapproved at the budget workshop by a vote of the Members representing at least a majority of the total Association membership.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the Common Assessment from the beginning of such year at the time the next quarterly installment is due.

The Common Assessment to be levied for the coming year against each Property subject to assessment shall be computed by dividing the budgeted Common Expenses by the total number of assessment units described in Section 12.1 and 12.9 subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

Section 12.4 Computation of Neighborhood Assessments. In addition to the Common Assessments authorized by Section 12.3 hereof, it shall be the duty of the Board annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Supplemental Declaration or written agreement with the Neighborhood Association specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or the Lot Owners in such Neighborhood authorize same by a majority vote. Any Neighborhood, through its Neighborhood Committee and as evidenced by a petition signed by a majority of the Owners within the Neighborhood, may request that additional services or a higher level of services be provided by the

Association, and if the Association, in its sole discretion, agrees to provide such higher level of service, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate.

Neighborhood Expenses shall be allocated equitably among all Lots within the Neighborhood(s) benefited thereby. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Lots in the Neighborhood to which the Neighborhood Assessment applies provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least fifty percent (50%) of the Lots in such Neighborhood and provided further, the right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services specifically requested by the Members of that Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next quarterly installment is due.

Section 12.5 Special Assessments.

- 12.5.1 As To All Members. In addition to the Assessments authorized by Sections 12.3 and 12.4 hereof, the Association may levy Special Assessments applicable to that year only, provided any such assessment which would exceed that years Common Expenses for such year shall require the affirmative vote of a majority of the Members of the Association. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, or any unexpected or unbudgeted expense or repair.
- 12.5.2 Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his Lot or the Golf Club into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. Reasons for Special Assessments shall include, but not be limited to, remedial action, costs and legal fees incurred by the Association in accordance with Article XIII. The Association may also levy a Special Assessment against the Lots in any Neighborhood to (a) cover Neighborhood Expenses in excess of collected Neighborhood Assessments, and (b) reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member of the Neighborhood and opportunity for a hearing.

Section 12.6 Benefit Assessments. The Board of Directors of the Association may impose a Benefit Assessment upon any Owner whose use or treatment of a Lot increases the maintenance cost to the Association above that which would result from compliance by the Owner with this Declaration or a Supplemental Declaration. The amount of such Assessment shall be equal to such cost increase and may be enforced in the manner provided for any other Assessment. Any charge imposed by the Association for functions performed under Article VI or any fine imposed shall be deemed a Benefit Assessment. Any charge for individual services, including, but not limited to, cable television, solid waste collection and disposal, shall be deemed a Benefit Assessment. Unimproved Lots shall be charged a Benefit Assessment for the maintenance of said Lot by the Association. This charge shall be equal to the cost of the maintenance of all unimproved Lots divided by a number of unimproved Lots owned by Owners on the day of such Assessment. For the purposes of the foregoing an "unimproved Lot" shall be deemed to mean a Lot upon which a foundation slab has not yet been poured.

Section 12.7 Lien for Assessments. Upon recording of a notice of lien on any Lot there shall exist a perfected lien for unpaid Assessments prior and superior to all liens placed of record after the date of this Declaration, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any First Mortgage of record made in good faith and for value by an Institutional Lender. The lien for assessments referred to above shall relate back to and be effective as of the date of this Declaration.

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The lien of the Association when delinquent, may be enforced by suit, judgment and foreclosure. The Association, acting on behalf of its Members, shall have the power to bid for the Lot, at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot, is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot, shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have charged the property owned by the Association, had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 12.8 Reserve Budget and Reserve Contribution. The purpose of a Reserve Budget is to ensure funds are available for the major repair and replacement of capital assets in accordance with their useful life. The Board of Directors will maintain and, annually update as required, the Reserve Budget and Reserve Contribution. This budget should be reviewed by an independent valuation company with experience in preparing studies for homeowner's associations. The reserve study should be completed every five (5) years but must be completed no less than once every seven (7) years.

The Board shall set the required Reserve Contribution in an amount sufficient to meet the projected needs of the Association as shown on the reserve study, with respect to both amount and timing of annual Assessments over the period of the Reserve Budget. The Reserve Contribution required shall be fixed by the Board and included within and distributed with the budget and Common Assessment, as provided in Section 12.3 of this Article.

Section 12.9 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Lot on the first day of the first month following the date of conveyance.

Section 12.10 Subordination of the Lien to First Mortgage. The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an Institutional Mortgagee's first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot which is subject to foreclosure of an Institutional Mortgagee's first mortgage or is conveyed by deed in lieu of foreclosure, 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 lien rights for any Assessments thereafter becoming due. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots including such acquirer, its successors and assigns.

Section 12.11 Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of Owners and Neighborhoods (as applicable) or other property, and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner; provided only the Board, an Owner or his First Mortgagee may look at the status of Assessments on the Owner's Property.

Section 12.12 Contributions to Conservation Reserve and Conservation Areas at Transfer of Lot Title. Upon every initial and subsequent transfer of record title to a Lot, a contribution shall be made by or on behalf of the purchaser to a Conservation Reserve Account in an amount equal to \$2,500.00 or two (2) months Common Assessment applicable to a Lot, whichever is greater. The Association collects same upon the initial transfer of a Lot to an Owner. Upon resales of Lots, the transferee owner shall remit the Reserve amount to the Association. The contribution shall be utilized by the Association for use in maintaining Protected Areas or Conservation Areas or for other environmental causes or education. The capital contribution required by this Section shall constitute an assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. This assessment is not applicable where an Owner of a Lot is transferring the title to the Owner's trust.

Section 12.13 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments:

12.13.1 all Common Area; and

12.13.2 all property dedicated to and accepted by any governmental authority or public utility.

ARTICLE XIII

ARCHITECTURAL STANDARDS

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All property which is now or may hereafter be subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board in cooperation with the Architectural Review Committee (ARC). The Board of Directors shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARC. The Board of Directors shall have the right to lien Lots for actionable violations of decisions of the ARC. Said lien shall include, but not be limited to, remedial action taken by the Association, costs and legal fees incurred by the Association in prosecuting its claim.

No construction, which term shall include clearing, excavation, grading and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place until the requirements below have been fully met and until the approval of the ARC has been obtained. Reasonable fees may be established and charged for review of an application for approval hereunder and shall be paid in full prior to review of any application hereunder.

All structures constructed on any portion of the Properties shall be designed and built in accordance with the plans and specifications submitted to and approved by the ARC.

Section 13.1 Architectural Review Committee. The Architectural Review Committee (ARC) shall have exclusive jurisdiction over all the properties described in Exhibit A as set forth herein and in any Supplemental Declaration and Design Standards.

The authority of the ARC is derived from the Association, and its fiduciary duty runs to the Association. It shall prepare and promulgate design and development guidelines and application and review procedures. Copies thereof shall be available from the ARC for review by Owners and developers who seek to engage in development of or construction upon all or any portion of the properties subject to the ARC's jurisdiction, and such parties shall conduct their operations in accordance therewith. ARC shall have authority to prepare and to amend the guidelines and procedures, subject to approval by the Board of Directors. In the event the ARC fails to act upon plans submitted to it, or fails to request additional information, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Section 13.2 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 13.3 Variance. The ARC may authorize variances from compliance with any of their guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 13.4 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from the Properties without liability to any person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Bylaws or rules and regulations.

Section 13.5 Right to Inspect. There is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of which Declaration or of any other covenant, conditions and restrictions to which its deed or other instrument of conveyance or Plat makes reference. The Board of Directors is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's fees in connection therewith and the same shall be assessable and collectible in the same manner as any assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all cost, expenses and liabilities, including attorney's fees, incurred by virtue of any service by a member of the ARC as a member of the ARC.

Section 13.6 Approval or Denial by ARC; Appeals. The following use restrictions are those that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the ARC. Refer to the Rules and Regulations for details. The following are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval.

- 13.6.1 Signs. No signs, banners, flags, billboards or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, or political nature shall be erected within the Properties without the written consent of the ARC, except as may be required by legal proceedings, and except signs, regardless of size, used by Association, its successor and assigns, and replacement of such signs (similar or otherwise).
- 13.6.2 Driveways, Walkways and Mailboxes. All driveways, sidewalks and mailboxes shall be maintained in the style originally established or approved, or as approved for future style changes.
- 13.6.3 Pools. No above-ground pools shall be erected, constructed or installed on any Lot except that above-ground pools which are integrated within the construction of a building or decking around the building and above-ground spas or jacuzzi.
- 13.6.4 Wells and Drainage. No private water system or irrigation well shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Association hereby reserves for itself a perpetual easement across the Properties for the purpose of altering drainage and water flow.
- 13.6.5 Air Conditioning Units. No window air conditioning units may be installed on any Lot, except as approved. All air conditioning units shall be screened from view of Common Property, the Golf Club and adjacent Lots.
- 13.6. Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, flags and similar items must be approved provided, however, that nothing herein shall prohibit the appropriate display of the American Flag.
- 13.6.6 Solar Heating and Other Alternative Energy Resource Systems. Solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street upon which the dwelling fronts, unless specifically otherwise authorized by the ARC. It is the intent hereof not to prohibit the use of renewable energy sources, but rather to direct that same be so designed, installed, and maintained as to minimize visibility from the street in front of the dwelling.
- 13.6.9 Fences. No dog runs, animal pens or fences of any kind shall be permitted.
- 13.6.10 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted on a Lot if approved.
- 13.6.11 Window Coverings. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless first approved.
- 13.6.12 Pool Enclosures. Screened pool enclosures shall comply with the design guidelines and standards set by the ARC.
- 13.6.13 Hurricane Shutters and Curtains. Hurricane shutters and curtains shall comply with the design guidelines set by the ARC.
- 13.6.14 Appeals of ARC Decisions. A property owner has to right to appeal an ARC decision by stating in writing the harm done to the resident if the ARC decision is not overturned or modified. The Board of Directors shall establish reasonable timeframes and procedures for such appeals and for the conduct of the appeal.

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ARTICLE XIVUSE RESTRICTIONS

The Properties shall be used only for residential, golf course, and other purposes as may be more particularly set forth in the applicable governmental approvals and ordinances and this Declaration and any amendments or Supplement hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood, may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards contained in any such Supplemental Declaration.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Additional restrictions of a uniform and non-discriminatory character may be approved by the Association as to individual Neighborhoods in order to take into account special circumstances within such Neighborhoods. The use restrictions set forth in this Article shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a majority of the total votes in the Association. Such regulations and use restrictions shall be binding upon all Owners or Lots and occupants.

Membership in the Association and in the New Indian River Club, Inc. ("NIRC" or "the Golf Club").

Application for a membership in NIRC is required of any proposed Owner of a Lot or Unit as a use restriction incident to residential ownership in Indian River Club Community Association, Inc. The Owner must apply for a membership. If accepted for membership in the Golf Club, such Owner shall acquire the membership in the Golf Club applied for, subject to all terms and conditions of the Golf Club's governing documents as they may be amended from time to time. This requirement to apply for Golf Club membership shall apply regardless of how title to a Lot or Unit is acquired, including purchase and sale, gift, devise or inheritance, but shall not include a transfer of title due to foreclosure or deed in lieu of foreclosure by an Institutional Lender. This application requirement shall apply even if the party acquiring title is already the Owner of another property in the Indian River Club Community Association, Inc.

This application requirement shall not apply to:

- 1) Owners of record as of the date the amendment to the Declaration implementing such requirement is recorded in the public records of Indian River County (the "Effective Date"), except that such application requirement shall apply to any such Owner who acquires an additional or replacement Lot after the Effective Date unless
 - a. any such additional property is contiguous to property already owned by such Owner or
 - b. any such replacement property will be the only property in the Indian River Club Community Association, Inc. owned by such Owner after the sale of such Owner's existing property which is listed for sale at the time of such acquisition and is sold within 18 months thereafter;
- 2) any person not an Owner in the Indian River Club Community Association, Inc. who at the time of acquiring a Lot is a Member of the Golf Club;
- 3) parties to a binding purchase and sales contract as of the Effective Date;

For those new Owners who acquire title to a Unit or Lot pursuant to a purchase and sale agreement, application for such Golf Club membership shall be made prior to closing of such purchase, except that any Owners acquiring a replacement property, as provided in (1) above, who has not completed the sale of his or her existing property shall apply for a membership at the end of the 18-month period following acquisition of such replacement property. All others shall apply within 60 days of acquisition of Unit ownership.

An Owner who becomes a member of the Golf Club after the Effective Date shall maintain such membership while continuing to own any Unit or Lot in the Indian River Club Community Association, Inc.

The Golf Members shall not themselves be Members of the Association unless they are Lot Owners. Golf Members may be granted the privilege right by the Association Board of Directors to use facilities controlled by the Association including, but not limited to the Fitness Center, Pickleball Courts, and Oak Hammock Pool, and any other recreational amenities which may be located on the Common Areas, as long as they have a membership with the Golf Club.

Section 14.1 Occupants Bound. All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause their occupants to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties caused by such occupants, notwithstanding the fact such occupants are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

Section 14.2 Parking and Vehicular Restrictions. Parking in the Properties shall be restricted to private automobiles and passenger-type vans, jeeps and pickup trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of 'commercial vehicles' (as defined below) on a Lot, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times or in a portion of the Golf Club designated for such purpose, such as by way of example and not limitation a maintenance yard at the Golf Club.

No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer, vans, or equipment shall be permitted to be parked or to be stored at any place within the Properties, except in spaces for some or all of the above specifically designated by the Association, if any, and in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, 'commercial vehicles' shall mean those which are not designed and used for customary, personal/family purposes, and those which contain commercial lettering. The absence of commercial-type lettering or graphics or commercial registration on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of the Association. No parking on lawns shall be permitted. No overnight on-street parking shall be permitted, unless pre-approved by the Board of Directors.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, 'vehicle' shall also mean campers, mobile homes, boats, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 14.3 Private Golf Carts. Private golf carts are permitted on the Indian River Club Community Common Areas. Private golf carts are subject to Florida and Indian River County laws and regulations for equipment and operations if operated outside the Indian River Club community. Private golf carts are prohibited from being operated on the Golf Club Properties unless the owner is a member of the Golf Club and then only subject to the rules and regulations of the Golf Club. Additional guidelines may be defined in the IRCCA Rules and Regulations.

ALL OWNERS AND OPERATORS OF PRIVATE GOLF CARTS ASSUME THE RISK OF PERSONAL INJURY OR PROPERTY DAMAGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ALL OWNERS AND MEMBERS. SUCH INDEMNIFICATION SHALL BE TOTAL AND SHALL INCLUDE, WITHOUT LIMITATION, THE COST OF ANY CLAIMS, DEMANDS, AWARDS, LOSSES, COSTS, EXPENSES, AND ATTORNEY'S FEES.

Section 14.4 Animals and Pets. Except for common household pets (i.e., dogs, cats, birds), no animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. The Association will determine the number of pets per household that is deemed reasonable. Additional provisions for pets are defined in the Association Rules and Regulations.

Section 14.4.1 Control of Pets and Restricted Locations. All pets shall be controlled by their Owner or responsible person at all times. Pets are to be on leashes under the full control of their Owner or a responsible person when outside of a Lot. Cats shall not be permitted to freely roam the community. No pets shall be walked on the golf course. No pets are permitted inside the swimming pool or pickle ball court fences, or inside the Fitness Center or Clubhouse. Pets shall only be permitted on the Common Areas in such

portions thereof as are so designated by the Association. All persons bringing a pet onto the Common Areas, Neighborhood Association Common Area, or Lots other than their own shall be responsible for removing any solid waste of the pet.

Section 14.4.2 Community Health and Safety. Those pets which, in the sole discretion of the Association, endanger the health or safety of other residents or wildlife, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request.

Section 14.5 Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 14.6 Hazardous Materials. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 14.7 Trash and Construction Materials and Waste. No rubbish, trash, garbage, vegetation clippings or other waste material shall be kept on the Properties except in containers located in appropriate areas not visible from any of the Properties and except for the minimum time necessary for its collection as specified by the ARC.

Section 14.8 Outside Installations. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon the exterior of any Lot or Common Area, unless the same is approved by ARC. No radio station or shortwave operations of any kind shall operate from any Lot or Common Areas.

Section 14.9 Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Lots. In the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person.

Section 14.10 Firearms. The discharge of firearms within the Properties is prohibited except as with the prior approval of the Board of Directors. The term 'firearms' includes, but not limited to, 'B-B' guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

Section 14.11 Irrigation. Each Lot must be equipped with an operational underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The irrigation system shall be connected to the community wide irrigation system. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Association or the Golf Club owner or lessee.

Section 14.12 Tents, Trailers, and Temporary Structures. Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any

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Lot unless such structure will be used for special short-term occasions. Temporary outbuildings (e.g., portable toilet units) shall be fenced from view from the street.

Section 14.13 Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot, or the Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 14.14 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 14.15 Utility Lines. No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property as the same exist on the date hereof and may be replaced.

Section 14.16 Wetlands, Lakes and Water Bodies. Wetlands are not to be accessed for any activity except for maintenance approved by the Board of Directors. Lakes, ponds and streams within the Common Areas, if any, shall be designated as aesthetic amenities only or for limited recreational use. Such use shall be defined by the Board of Directors by appropriate signage or by Rules or Regulations. Use restrictions may be defined by the Golf Club for Golf Club Properties.

Section 14.17 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms 'business' and 'trade', as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

Section 14.18 Leasing of Lots.

14.18.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, the use of other property, or an emolument.

14.18.2 Leasing Provisions.

14.18.2.1 General. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors.

14.18.2.2 Lease Restrictions. No Lot within the Community may be rented for a term of less than one (1) month, and no more than three (3) times during any calendar year.

14.18.2.3 Parcel Number 33393600006001000002.0 (physical address 807 Carolina Circle known as the "Charlesworth Lodge") was developed as a multi-family temporary rental facility for short term rentals. It is exempted from the other leasing restrictions defined in 14.19.2.1 and 14.18.2.2.

14.18.2.4 Any such short-term rentals are limited to Golf Club members, Lot Owners, or those approved by the Golf Club as prospective members.

Refer to the Association's Rules and Regulations for additional lease requirements.

Section 14.19 Landscaping. Installation and removal of landscaping shall be subject to the prior written approval of the ARC.

Section 14.20 Septic Tanks. Septic tanks are not permitted on any portion of the property except for restrooms located on the Golf Club.

Section 14.21 Special Neighborhood Provisions. The provisions in the section apply only to the Neighborhoods named in each subsection.

14.21.1 Side Yard Easement for Encroaching Improvements. Hampton Woods; Courtyard Homes of Carolina South; Hammock Lakes; Fairway Homes of Carolina South Lots 3-11. These Neighborhoods are designed to be communities of zero lot line residential homes. Residential structures will be plot planned to be constructed on, or immediately adjacent to, the side boundary of the Lot. Each Lot within these Neighborhoods shall be burdened with an easement three foot in width along the opposite side lot line of the Lot from which the principal residential structure is constructed ("Easement Area"). The easement shall be for purposes of use of the Easement Area by the adjacent platted lot owner for overhangs, encroachments due to original construction, settling of originally constructed improvements, landscaping and any replacements to the foregoing. These uses shall include the right of the adjacent Lot Owner to maintain the encroaching improvements. The encroachments shall be construed as authorized, permitted encroachments, and shall not constitute a defect in title to either Lot or adversely affect marketability of title. Use of the Easement Area by the adjacent Lot Owner shall be limited to solely that portion of the Easement Area which is not utilized by the Owner of the burdened Lot for the residential structure, accessory structures and landscaping as originally installed on the Lot, any replacements thereto or any settling, thereof. Any dispute concerning use of the Easement Area shall be settled by the Association, whose decision shall be binding on the Owners of the Lots in question.

14.21.2 Lot Perimeter Fencing. Hampton Woods. The rear of Lots 25 through 31 of Block 2 of the Indian River Club Plat 1 according to the Plat thereof recorded in Plat Book 14, Page 48, may be constructed with perimeter fences as part of the original construction of the residential structure on the Lot. No Owner may remove (except for temporary access and improvement of a Lot) such privacy fence, and each owner covenants and agrees to maintain and repair such portion of the privacy fence which faces the interior of their Lot in accordance with the community-wide covenants. To the extent any Owner or any of their invitees damage a privacy fence, such Owner shall, within five (5) business days of damage, begin to repair or replace the privacy fence and diligently prosecute the same. To the extent a privacy fence needs replacement due to normal wear and tear, the Owners who utilize such privacy fence shall equally share the cost of replacement. Any repair or replacements of a privacy fence shall be with new material of the same color, character and appearance to privacy fences in Hampton Woods. The Association is hereby declared to be a party with an interest and shall have standing to require the Owner(s) to repair or replace privacy fences. If the Owner(s) fail to repair or replace a privacy fence, the Association may undertake the same and charge the Owner(s) the cost thereof as a Benefit Assessment in accordance with Section 12.6 of the Declaration. The Association shall be the sole judge of whether replacement is due to normal wear and tear. To the extent consistent with this Section, the general rules of law regarding party walls shall apply to privacy fences.

14.21.3 Accessory Structures. Carolina Cottages; Fairway Villas of Carolina South. A common wall will be constructed as part of the original construction of the residential structure on a side boundary of all Lots. The common wall will be constructed as part of the original construction of the Improvement on the boundary line or within three (3) feet of the boundary line of Lots. Accessory structures including without limitation garages, may be constructed on or in proximity to the side boundary of the Lot. The accessory structure for adjacent Lots may be constructed to share a common wall on or within three (3) feet of the boundary of the Lots sharing the accessory structure. A valid easement exists for the common walls and other accessory improvements constructed within the three feet of the boundary. Such shall permit encroachment due to original construction, settling and replacement of the common walls. The encroachments shall be construed as authorized encroachments and shall not constitute a defect in title of either lot or adversely affect marketability of title. Notwithstanding the location of the common walls each Owner shall be responsible for maintaining the exterior

surface of the common walls which face their Lot, including any drywall, studs, insulation, plumbing and installations affixed thereto. Structural maintenance and repairs to any common wall may be performed by the Owner of either Lot. No Owner may remove or modify a common wall constructed as part of the original construction of improvements, except to the extent approved by the ARC. The ARC shall be under no obligation to permit or approve any changes to a common wall. To the extent consistent with this provision, the general rules of law regarding party walls apply to common walls. Any dispute concerning use, maintenance, or repair of a shall be settled by the Association after an opportunity for each Owner to be heard. Owners irrevocably agree that any determination by the Association concerning the common wall shall be binding on the Owners.

14.21.4 Common Driveways. Carolina Cottages; Fairway Villas of Carolina South. Contiguous Lots within these Neighborhoods may share common driveways serving the residential and accessory structures on said Lots. Each Owner of a Lot which is serviced by a common driveway shall have a right and easement to reasonable use of the common driveway on the other Owner's Lot for vehicular and pedestrian ingress and egress. The shared use of common driveways, and the easement(s) granted herein, shall not constitute a defect in title or adversely affect marketability of title to the burdened Lot(s). The Association may set regulations for use of common driveways which prohibit parking on portions of the driveway that prevent or restrict the adjacent Owner's vehicular access to his or her accessory structure. The Owner shall maintain the driveway on their Lot. Damage to a shared driveway caused by an Owner will be repaired by the Owner of the Lot, and if not so repaired may, but shall not be required to, be performed by the Association and the cost thereof may be assessed against the Lot Owner, or in the discretion of the Association, the cost of repair may be assessed against both affected Owners. The determination of the Association shall be conclusive and binding on all Lot Owners. No Owner shall take any action which would modify the common driveway from its original constructions or appearance.

14.21.5 Courtyard Walls and Privacy Fences. Hammock Lakes; Courtyard Homes of Carolina South; Hampton Woods; Fairway Villas of Carolina South; Carolina Cottages. A courtyard wall and/or privacy wall or fence may be constructed as part of the original construction of the residential structure on the Lot. The courtyard wall and/or fence may or may not be attached to the principal residential structure constructed on the Lot. An easement 3 feet in width along the side boundary lines of a lot shall exist for any encroachment of the courtyard wall or privacy fence as originally constructed on the adjacent Lot. The easement shall exist for maintenance, repair, and replacement of landscaping and the courtyard wall or fence. The encroachments shall be construed as authorized, permitted encroachments, and shall not constitute a defect in title, to either Lot or adversely affect marketability of title, or within the Easement Area. Notwithstanding the location of the courtyard wall or fence, each Owner shall be responsible for maintaining the exterior surface of the retaining wall which faces their Lot. Structural maintenance and repairs to any courtyard wall shall be performed by the Owner of the residential structure to which this courtyard wall or fence is attached, or if not attached, the Owner of the residential structure which was constructed with the courtyard wall. No Owner may remove or modify a courtyard wall constructed as part of the original construction of improvements, except to the extent approved by the ARC. The ARC shall be under no obligation to permit or approve any changes to a courtyard wall. To the extent consistent with this Section, the general rules of law regarding party walls apply to courtyard walls.

14.21.6 Lawn Maintenance. Fairway Villas of Carolina South; Fairway Villas of Carolina South; Courtyard Homes of Carolina South; Pine Valley; Hammock Lakes; Hampton Woods; Bridgewater; Carolina Cottages; Wood Haven. The Association will provide mandatory lawn maintenance for all Lots. Such mandatory maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of mandatory lawn and landscape maintenance shall be equitably assessed against Lots upon which habitable improvements are completed as a Neighborhood Assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be required to, offer such services on an optional basis. It is anticipated the Association will contract with independent third-party landscape maintenance companies to provide service in accordance with this Section.

14.21.7 Animals, Pine Valley. In addition to the provisions in the Covenants of the Association, Section 14.4: No free-roaming cats are allowed outside any residential structure.

ARTICLE XV

NEIGHBORHOODS

Section 15.1 General. Lots are located within a Neighborhood as designated by the Association. The Lots within a particular Neighborhood may be subject to additional covenants and/or the Lot Owners may all be members of a Neighborhood Association in addition to the Association. Any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee at a Neighborhood meeting as described in the Bylaws.

Section 15.2 Request for Services. Each Neighborhood, upon the written consent of the Association and Owners representing a majority of the Lots within the Neighborhood, which such written consent shall be delivered to the Association and shall contain the signatures of such majority, may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood, the cost of which shall be assessed against the benefited Lots as a Neighborhood Assessment. The Association may, but shall not be required to, provide such higher level of service.

Section 15.3 Division of Neighborhoods. The Association has designated the Neighborhoods as defined herein. Upon a petition signed by a majority of the Lots Owners in the Neighborhood, and the written consent of the Association, any Neighborhood may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a Plat or survey of the entire parcel which indicates the boundaries of the proposed Neighborhoods. A Neighborhood division shall automatically be deemed granted unless the Board of Directors denies such application or requests additional information in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods.

ARTICLE XVI

GOLF CLUB

Section 16.1 General. A portion of the Property will be operated as a private Golf Club.

Section 16.2 Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls hit from the golf course to unintentionally come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Association, the Golf Club, or any other party other than the golfer who caused the property damage or personal injury, arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury that may be caused thereby, or for negligent design of the golf course or siting of the Lot. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

Section 16.3 Easement for Ingress, Egress and Parking. The Golf Club shall have an unrestricted easement for ingress and egress to and from the Golf Club Properties. Said easements shall be for Golf Club members, guests, employees, vendors, and maintenance contractors. In conjunction with special events held by the Golf Club, such as by way of example tournaments and exhibitions, the Golf and Club shall have the right to permit parking on the private rights-of-way within the Properties.

Section 16.4 Maintenance Easement. Every Lot and the Common Area is burdened with an easement permitting the Golf Club to utilize portions of Lots and Common Area abutting the Golf Club to maintain portions of the Golf Club.

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Section 16.5 Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot in the vicinity of the Golf Club hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Club, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers and golf or social events, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Golf Club, (f) errant golf balls and golf clubs, and (g) design of the Golf Club, and agrees that neither Association nor any of Association's affiliates or agents nor any other entity owning or managing the golf course shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Golf Club, including, without limitation, any claim arising in whole or in part from the negligence of Association or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless Association and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties or any portion of the Properties which is subject to the rules, ordinances or regulations of the Federal Government, the State of Florida or the County of Indian River or any agency or body of the foregoing shall be applicable to the Properties in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 17.2 Amendment. Upon the recording of an irrevocable Unity of Title in the Public Records, or upon the recording of a replat affecting all or any of the Properties, the Association shall recognize the Lots thereby combined as one (1) Lot under the Declaration for purposes of assessments, membership and voting rights, and for all other purposes. Any amendment, which has a materially adverse effect on the Owner of a Lot shall require the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records of Indian River County, Florida.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 17.3 Indemnification. The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member

may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 17.4 Easements for Utilities. There is hereby reserved unto Association and the designees of each (which may include, without limitation, Indian River County, Florida and any utility company), blanket easements upon, over, across, and under all of the Properties of ingress and egress; dispensing maintenance chemicals; installation, replacing, repairing, relocating and maintaining restricted access and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephones, gas and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Section 17.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 17.6 Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, and the Bylaws and the Association's Board of Directors, officers, agents, employees, managers, and all police, fire, ambulance, and similar emergency personnel may enter in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 17.7 Perpetuities. If any of the covenants, conditions, restrictions, or the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William Clinton, President of the United States of America.

Section 17.8 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the Association against third parties (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 17.9 Cumulative Effect: Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood Association and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, Bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

Section 17.10 Use of the Term "The Indian River Club". No person shall use the term "The Indian River Club" or any derivative thereof or The Indian River Club logo in any printed or promotional material without the prior written consent of the Association. However, Owners may use the term "The Indian River Club" in printed or promotional matters where such term is used solely to specify that particular property is located within "The Indian River Club" and the Association shall be entitled to use the word "The Indian River Club" in its name.

Section 17.11 Compliance. Every Owner and occupant of any Lot and all members of the Golf Club, their guests and invitees, shall comply with all lawful provisions of this Declaration, the Bylaws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Party. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the County of Indian River with respect to the Properties, the County of Indian River may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, the County of Indian River shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by said County relative to its enforcement of the foregoing.

Section 17.12 Notice of Transfer of Lot. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, (by sale, gift or judicial decree) such Owner shall give the Board of Directors at least seven (7) days prior

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written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the capital conservation contribution required by Article XII, Section 12.9 hereof is paid in full the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot.

Purchasers of a Lot shall register with the Association by completing the "Property Owner Registration Form" and submitting such to the Association or the Association's property management company.

This Notice of Transfer of Lot shall apply to the Golf Club membership requirements defined in Article XIV.

Section 17.13 Documents to Grantees. All Lot Owners shall be obligated to deliver the most recent effective documents originally received from the Association, (or copies thereof, which may be obtained from the Association) containing this Declaration, Supplements and all other declarations and documents, to any grantee of such Owners.

Section 17.14 Dissolution of Association. The Association shall not be dissolved, nor shall it dispose of any real property contained within the Common Area, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas), without the prior approval of all Owners, their mortgagees and any governmental agencies having jurisdiction over the Properties. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 17.15 Recognition by Owners of Association's Rights to Develop and Construct Improvements on the Properties. Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of Indian River Club may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Properties and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portion of the Properties owned by the Association or its successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Properties may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such person on Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Association and its successors in interest and others involved from all claims that they may have in connection therewith.

ARTICLE XVIII

MORTGAGEE/PROVISIONS

The following provisions are for the benefit of First Mortgagees holding mortgages on Lots or Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 18.1 Notice to Mortgagee. A First Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

- 18.1.1 any condemnation loss or any casualty loss which affects a material portion of the Properties;
- 18.1.2 any delinquency in the payment of Assessments or charges owed by an Owner of a Lot, subject to the mortgage of such First Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any First Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by such Owner of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

- 18.1.3 any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- 18.1.4 any proposed action which would require the consent of a specified percentage of eligible holders.

Section 18.2 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the First Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- 18.2.1 by act or omission seek to abandon, alienate, release, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consisting with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- 18.2.2 change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any Supplemental Declaration recorded on any portion of the Properties regarding Assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or Supplemental Declaration is otherwise authorized by this Declaration);
- 18.2.3 by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, of use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);
- 18.2.4 fail to maintain insurance, as required by this Declaration; or
- 18.2.5 use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 18.3 Taxes. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 18.4 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 18.5 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 18.6 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirement less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 18.7 Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 18.8 Failure of Mortgagee to Respond. Any Institutional Lender who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Lender within thirty (30) days of the date of the Association's request.

Section 18.9 Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Association may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

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EXHIBIT "A"
DESCRIPTION OF LANDS TO BE PLATTED AS INDIAN RIVER CLUB PLAT 1

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10 ON THE SOUTHERLY PROJECTION OF THE CENTERLINE OF 8TH AVENUE SOUTHWEST ACCORDING TO THE PLAT OF VERO BEACH HIGHLANDS UNIT 2 AS RECORDED IN PLATBOOK 5, PAGE 77 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE S89°41'38"E ALONG SAID RIGHT-OF-WAY LINE OF LATERAL CANAL B-10 A DISTANCE OF 31.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°41'38"E A DISTANCE OF 1248.61 FEET; THENCE S00°18'22"W, 90.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N90°00'00"W, A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 68°04'45", AN ARC LENGTH OF 344.58 FEET TO A NON-TANGENT LINE; THENCE N89°41'38"W, 260.00 FEET; THENCE N77°40'33"W, 733.99 FEET; THENCE S81°53'27"W, 124.67 FEET; THENCE N05°02'51"W, 131.22 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S31°26'13"E, A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 19°39'28", AN ARC LENGTH OF 61.07 FEET; THENCE S38°54'19"W, 24.41 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF S44°14'35"W, A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 44°21'42", AN ARC LENGTH OF 166.47 FEET; THENCE S01°23'43"E, 505.05 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 08°37'12", AN ARC LENGTH OF 30.09 FEET; THENCE N84°24'31"E, 135.26 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIAL BEARING OF N89°13'27"E, A RADIUS OF 38.49 FEET, A CENTRAL ANGLE OF 48°51'24", AN ARC LENGTH OF 32.82 FEET; THENCE S49°37'58"E, 199.66 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 40°04'54", AN ARC LENGTH OF 59.46 FEET; THENCE S89°42'51"E, 114.75 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 11°30'46", AN ARC LENGTH OF 66.31 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1719.59 FEET, A CENTRAL ANGLE OF 18°32'56", AN ARC LENGTH OF 556.70 FEET; THENCE S82°40'41"E, 202.84 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 37°33'58", AN ARC LENGTH OF 216.37 FEET; THENCE N59°45'21"E, 50.14 FEET; THENCE S30°14'39"E, 90.17 FEET; THENCE N02°21'44"W, 39.65 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 81.50 FEET, A CENTRAL ANGLE OF 172°10'03", AN ARC LENGTH OF 244.90 FEET; THENCE S10°11'41"E, 102.33 FEET; THENCE S29°20'11"E, 52.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 23RD STREET SOUTHWEST (HIGHLAND DRIVE SOUTHWEST) (80'

OR 1055 FC 04, 75

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EXHIBIT "A"

RIGHT-OF-WAY); THENCE S60°39'49"W ALONG SAID RIGHT-OF-WAY LINE 62.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N29°20'00"W, A RADIUS OF 538.25 FEET, A CENTRAL ANGLE OF 27°39'09", AN ARC LENGTH OF 278.25 FEET; THENCE N89°42'51"W, 1976.93 FEET; THENCE N00°10'18"E, 80.38 FEET; THENCE S89°49'42"E, 79.00 FEET; THENCE N00°10'18"E, 130.00 FEET; THENCE S89°49'42"E, 137.86 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 10°49'46", AN ARC LENGTH OF 126.64 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 49°33'21", AN ARC LENGTH OF 172.98 FEET; THENCE N51°26'43"E, 85.55 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N76°49'20"E, A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 11°46'57", AN ARC LENGTH OF 71.97 FEET; THENCE N01°23'43"W, 39.67 FEET; THENCE N82°14'28"W, 474.50 FEET; THENCE N19°30'47"E, 160.51 FEET; THENCE N53°24'43"E, 114.82 FEET; THENCE N05°22'21"W, 160.14 FEET; THENCE N55°00'12"E, 81.13 FEET; THENCE N86°25'34"E, 87.50 FEET; THENCE S74°50'39"E, 108.94 FEET; THENCE N69°16'29"E, 64.16 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S73°20'03"W, A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 71°17'22", AN ARC LENGTH OF 298.62 FEET; THENCE N02°02'42"E, 40.00 FEET; THENCE S87°57'18"E, 61.21 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 31°31'23", AN ARC LENGTH OF 118.29 FEET; THENCE N38°54'19"E, 78.37 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 50°57'42", AN ARC LENGTH OF 101.40 FEET; THENCE N00°18'22"E, 25.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 33 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE AT THE CENTER OF SAID SECTION 31; THENCE N89°35'57"W ALONG THE CENTER SECTION LINE 1234.57 FEET TO THE EASTERLY RIGHT-OF-WAY OF INDIAN RIVER FARMS WATER CONTROL DISTRICT LATERAL "J" CANAL; THENCE S14°00'00"E ALONG SAID EASTERLY RIGHT-OF-WAY 240.27 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N76°00'00"E 40.00 FEET TO THE POINT OF BEGINNING; THENCE S47°11'04"E 158.51 FEET; THENCE N65°19'35"E 99.13 FEET; THENCE S70°14'34"E 79.03 FEET; THENCE N74°10'00"E 73.84 FEET; THENCE S55°14'13"E 115.33 FEET; THENCE N85°30'07"E 70.90 FEET; THENCE

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EXHIBIT "A"

S38°05'55"E 142.31 FEET; THENCE N82°01'59"E 141.24 FEET; THENCE S77°16'01"E 140.02 FEET; THENCE N78°24'12"E 75.00 FEET; THENCE S28°42'58"E 72.98 FEET; THENCE S49°20'27"W 84.52 FEET; THENCE S17°02'48"E 60.67 FEET; THENCE S04°50'05"W 46.93 FEET; THENCE S36°45'58"E 59.33 FEET; THENCE S26°28'53"W 35.95 FEET; THENCE S04°17'55"E 48.70 FEET; THENCE S74°33'55"W 131.96 FEET; THENCE S01°02'56"E 62.31 FEET; THENCE S34°14'43"W 59.80 FEET; THENCE N83°12'42"W 194.37 FEET; THENCE N67°08'27"W 66.44 FEET; THENCE N50°28'52"W 108.29 FEET; THENCE N85°32'12"W 102.04 FEET; THENCE N71°59'21"W 82.66 FEET; THENCE S85°31'38"W 111.89 FEET; THENCE N62°43'05"W 31.54 FEET; THENCE N14°00'00"W 601.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.74 ACRES +/-.

TOGETHER WITH THE FOLLOWING:

BEING A PORTION OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 40 EAST ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION AS RECORDED IN PLATBOOK 2 PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N00°17'00"E ALONG THE WEST SECTION LINE 1075.86 FEET; THENCE S89°43'00"E 40.00 FEET; THENCE N00°17'00"E 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AT A FOUND CONCRETE MONUMENT WITH BRASS DISC AND THE BEGINNING OF A CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS S89°42'12"E; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 31°13'26" FOR AN ARC DISTANCE OF 141.69 FEET TO A FOUND CONCRETE MONUMENT AND A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 06°36'46" FOR AN ARC DISTANCE OF 73.87 FEET; THENCE S89°43'00"E A DISTANCE OF 433.87 FEET; THENCE S11°19'41"W A DISTANCE OF 138.50 FEET; THENCE S01°03'24"W A DISTANCE OF 64.07 FEET; THENCE N89°43'00"W A DISTANCE OF 478.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.1 ACRES +/-

cac
(3745-04E)

OR 1065660477

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EXHIBIT "B"

DESCRIPTION OF REMAINING LANDS NOT INCLUDED IN INDIAN RIVER CLUB PLAT 1

BEGIN AT AN IRON ROD AND CAP STAMPED L.B. 4644 LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10 AND THE EASTERLY RIGHT-OF-WAY LINE OF 12TH AVENUE SW AS SHOWN ON THE PLAT OF VERO BEACH HIGHLANDS UNIT 5 AS RECORDED IN PLATBOOK 8 PAGE 56A PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE N00°09'27"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 904.98 FEET TO A FOUND IRON ROD AND CAP STAMPED PLS 3435 AND A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 90°08'18" A RADIUS OF 25 FEET AN ARC LENGTH OF 39.33 FEET TO A FOUND IRON ROD AND CAP STAMPED PLS 3435 AND THE POINT OF TANGENCY AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 19TH PLACE SW ACCORDING TO SAID PLAT OF VERO BEACH HIGHLANDS UNIT 5; THENCE S89°42'15"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2560.60 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 LOCATED 60.00 FEET WEST OF THE EAST RIGHT-OF-WAY LINE OF 8TH AVENUE SW AS SHOWN ON PLAT OF VERO BEACH HIGHLANDS UNIT 2 AS RECORDED IN PLATBOOK 5 PAGE 77 PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE S00°11'59"W ALONG A LINE 60.00 FEET WEST AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE OF 8TH AVENUE SW A DISTANCE OF 930.23 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AND THE NORTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10; THENCE N89°42'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10 A DISTANCE OF 2584.97 FEET BACK TO THE POINT OF BEGINNING. CONTAINING A NET AREA OF 55.20 +/-.

TOGETHER WITH:

COMMENCING AT THE CENTER QUARTER OF SAID SECTION 36; THENCE S00°11'59"W ALONG THE QUARTER SECTION LINE 30.00 FEET TO THE INTERSECT WITH THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10; THENCE N89°42'00"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10, A DISTANCE OF 2609.92 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AND THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 12TH ROAD SW ACCORDING TO THE PLAT OF VERO BEACH HIGHLANDS UNIT 5 AS RECORDED IN PLATBOOK 8 PAGE 56C PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE S00°09'27"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 130.56 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AT THE BEGINNING OF A 260.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°35'15" AN ARC LENGTH OF 134.26 FEET; THENCE S29°25'48"E A DISTANCE OF 928.61 FEET TO THE BEGINNING OF A 260.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°17'03" AN ARC LENGTH OF 273.56 FEET; THENCE S89°42'51"E A DISTANCE OF 1294.28 FEET; THENCE N00°10'18"E A DISTANCE OF 80.38 FEET; THENCE S89°49'42"E A DISTANCE OF 79.00 FEET; THENCE

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EXHIBIT "B"

N00°10'18"E A DISTANCE OF 130.00 FEET; THENCE S89°49'42"E A DISTANCE OF 137.86 FEET TO THE BEGINNING OF A 670.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'46" AN ARC LENGTH OF 126.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 49°33'21" AN ARC LENGTH OF 172.98 FEET; THENCE N51°26'43"E A DISTANCE OF 85.55 FEET TO A POINT ON A 350.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS BEARS N76°49'20"E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'57" AN ARC LENGTH OF 71.97 FEET; THENCE N01°23'43"W, 39.67 FEET; THENCE N82°14'28"W, 474.50 FEET; THENCE N19°30'47"E, 160.51 FEET; THENCE N53°24'43"E, 114.82 FEET; THENCE N05°22'21"W, 160.14 FEET; THENCE N55°00'12"E, 81.13 FEET; THENCE N86°25'34"E 87.50 FEET; THENCE S74°50'39"E, 108.94 FEET; THENCE N69°16'29"E, 64.16 FEET TO A POINT ON A 240.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SW WHOSE RADIUS POINT BEARS S73°20'03"W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°17'22" AN ARC LENGTH OF 298.62 FEET; THENCE N02°02'42"E A DISTANCE OF 40.00 FEET; THENCE S87°57'18"E A DISTANCE OF 61.21 FEET TO THE BEGINNING OF A 215.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°31'23" AN ARC LENGTH OF 118.29 FEET; THENCE N38°54'19"E A DISTANCE OF 78.37 FEET TO THE BEGINNING OF A 114.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°57'41" AN ARC LENGTH OF 101.40 FEET; THENCE N00°18'22"E 25.10 FEET; THENCE N89°41'38"W 31.84 FEET TO THE POINT OF BEGINNING. CONTAINING 57.13 ACRES +/-.

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 36, THENCE S00°11'59"W ALONG QUARTER SECTION LINE 30.00 FEET TO INTERSECT WITH THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10; THENCE S89°41'38"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 1280.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°41'38"E 936.50 FEET TO THE PROPOSED WEST RIGHT-OF-WAY LINE OF 6TH AVENUE SW (PROPOSED 60' RIGHT-OF-WAY); THENCE S29°19'59"E 696.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 23RD STREET SW (80' RIGHT-OF-WAY); THENCE S60°39'49"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 987.74 FEET; THENCE N29°20'11"W 52.60 FEET; THENCE N10°11'41"W 102.33 FEET TO THE BEGINNING OF A 81.50 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG SAID

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EXHIBIT "B"

CURVE THROUGH A CENTRAL ANGLE OF 172°10'03" AN ARC LENGTH OF 244.90 FEET; THENCE S02°21'44"E 39.65 FEET; THENCE N30°14'39"W 90.17 FEET; THENCE S59°45'21"W 50.14 FEET TO THE BEGINNING OF A 330.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°33'58" AN ARC LENGTH OF 216.37 FEET; THENCE N82°40'41"W 202.84 FEET TO THE BEGINNING OF A 1719.59 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'56" AN ARC LENGTH OF 556.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 11°30'46" AN ARC LENGTH OF 66.31 FEET; THENCE N89°42'51"W 14.75 FEET TO THE BEGINNING OF AN 85.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°04'54" AN ARC LENGTH OF 59.46 FEET; THENCE N49°37'58"W 199.66 FEET TO THE BEGINNING OF A 38.49 FOOT RADIUS TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°51'24" AN ARC LENGTH OF 32.82 FEET; THENCE S84°24'31"W 135.26 FEET TO A POINT ON A 200.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS N79°59'05"E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°37'12" AN ARC LENGTH OF 30.09 FEET; THENCE N01°23'43"W 505.05 FEET TO THE BEGINNING OF A 215.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°21'42" AN ARC LENGTH OF 166.47 FEET; THENCE N38°54'19"E 24.41 FEET TO THE BEGINNING OF A 178.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°39'28" AN ARC LENGTH OF 61.07 FEET; THENCE S05°02'51"E 131.22 FEET; THENCE N81°53'27"E 124.67 FEET; THENCE S77°40'33"E 733.99 FEET; THENCE S89°41'38"E 260.00 FEET TO THE BEGINNING OF A 290.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS N21°55'15"W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°04'45" AN ARC LENGTH OF 344.58 FEET; THENCE N00°18'22"E 90.00 FEET TO THE POINT OF BEGINNING. CONTAINING 43.09 ACRES +/-.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF RANGES 39 AND 40 EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL B-10; THENCE N89°41'38"W ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 265.16 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644; THENCE S00°18'22"W A DISTANCE OF 50.00 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644; THENCE S60°40'10"W, A DISTANCE OF 60.02 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AND THE PROPOSED EASTERLY RIGHT-OF-WAY LINE (PROPOSED 60 FOOT RIGHT-OF-WAY) OF 6TH AVENUE SW THAT LIES NORTH OF 23RD STREET SW; THENCE S29°19'59"E ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF

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EXHIBIT "B"

6TH AVENUE SW A DISTANCE OF 570.56 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AND THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 23RD STREET SW AS SHOWN ON THE PLAT OF VERO BEACH HIGHLANDS UNIT 5 AS RECORDED IN PLATBOOK 8 PAGE 56E PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE; THENCE N60°39'49"E ALONG SAID NORTH RIGHT-OF-WAY LINE OF 23RD STREET SW A DISTANCE OF 1160.36 FEET TO A SET PARKER KALON NAIL AND THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL J-5; THENCE N89°35'40"W ALONG SAID SOUTH RIGHT-OF-WAY OF LATERAL CANAL J-5, A DISTANCE OF 973.35 FEET TO THE POINT OF BEGINNING. CONTAINING 8.71 ACRES +/-.

TOGETHER WITH:

BEING A PORTION OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 40 EAST ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION AS RECORDED IN PLATBOOK 2 PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF AN EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF 23RD PLACE SW AS SHOWN ON THE PLAT OF VERO BEACH HIGHLANDS UNIT 5 AS RECORDED IN PLATBOOK 8 PAGE 56E OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, AND THE EASTERLY RIGHT-OF-WAY LINE OF 6TH AVENUE SW AS RECORDED IN O.R.B. 667 PAGES 1541, 1542 AND 1543 PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID POINT BEING AT A FOUND CONCRETE MONUMENT WITH BRASS DISC AND THE BEGINNING OF A CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS S89°42'12"E; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 31°13'26" FOR AN ARC DISTANCE OF 141.69 FEET TO A FOUND CONCRETE MONUMENT AND A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 06°36'46" FOR AN ARC DISTANCE OF 73.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME CURVE HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 24°54'25" FOR AN ARC DISTANCE OF 278.21 TO A FOUND CONCRETE MONUMENT STAMPED 1859 AND A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 526.01 FEET AND A CENTRAL ANGLE OF 29°20'01" FOR AN ARC DISTANCE 269.30 FEET TO A FOUND CONCRETE MONUMENT STAMPED 1859 AND A POINT OF TANGENCY; THENCE N29°19'59"W A DISTANCE OF 181.12 FEET TO A FOUND CONCRETE MONUMENT STAMPED 1859; THENCE N60°39'49"E, ALONG A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET SW AS SHOWN ON SAID PLAT OF VERO BEACH HIGHLANDS UNIT 5, FOR A DISTANCE OF 1290.36 FEET TO A SET IRON ROD AND CAP STAMPED L.B.

OR 1065 PG 0481

2/20/2018

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EXHIBIT "B"

4644 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LATERAL CANAL J-5; THENCE S89°35'40"E, ALONG A PORTION OF THE SAID SOUTH CANAL RIGHT-OF-WAY LINE, A DISTANCE OF 214.81 FEET TO A SET IRON ROD AND CAP STAMPED L.B. 4644 AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LATERAL CANAL J; THENCE S14°00'00"E, ALONG A PORTION OF THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2532.20 FEET; THENCE N89°39'51"W A DISTANCE OF 619.28 FEET; THENCE N14°00'00"W A DISTANCE OF 736.79 FEET; THENCE N47°05'57"W A DISTANCE OF 320.95 FEET; THENCE N89°43'00"W A DISTANCE OF 417.50 FEET; THENCE N01°03'24"E A DISTANCE OF 64.07 FEET; THENCE N11°19'41"E A DISTANCE OF 138.50 FEET; THENCE N89°43'00"W A DISTANCE OF 433.87 FEET TO THE POINT OF BEGINNING. CONTAINING 54.76 ACRES +/-.

TOGETHER WITH:

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 40E, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE LATERAL J CANAL, LESS AND EXCEPT THE SOUTH 400 FEET THEREOF AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT AN IRON ROD AND CAP STAMPED LB4644 AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF INDIAN RIVER FARMS WATER CONTROL DISTRICT LATERAL "J" CANAL AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 40 EAST, THENCE S14°00'00"E ALONG SAID EASTERLY RIGHT-OF-WAY 240.27 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N76°00'00"E 40.00 FEET TO THE POINT OF BEGINNING; THENCE S47°11'04"E 158.51 FEET; THENCE N65°19'35"E 99.13 FEET; THENCE S70°14'34"E 79.03 FEET; THENCE N74°10'00"E 73.84 FEET; THENCE S55°14'13"E 115.33 FEET; THENCE N85°30'07"E 70.90 FEET; THENCE S38°05'55"E 142.31 FEET; THENCE N82°01'59"E 141.24 FEET; THENCE S77°16'01"E 140.02 FEET; THENCE N78°24'12"E 75.00 FEET; THENCE S28°42'58"E 72.98 FEET; THENCE S49°20'27"W 84.52 FEET; THENCE S17°02'48"E 60.67 FEET; THENCE S04°50'05"W 46.93 FEET; THENCE S36°45'58"E 59.33 FEET; THENCE S26°28'53"W 35.95 FEET; THENCE S04°17'55"E 48.70 FEET; THENCE S74°33'55"W 131.96 FEET; THENCE S01°02'56"E 62.31 FEET; THENCE S34°14'43"W 59.80 FEET; THENCE N83°12'42"W 194.37 FEET; THENCE N67°08'27"W 66.44 FEET; THENCE N50°28'52"W 108.29 FEET; THENCE N85°32'12"W 102.04 FEET; THENCE N71°59'21"W 82.66 FEET; THENCE S85°31'38"W 111.89 FEET; THENCE N62°43'05"W 31.54 FEET; THENCE N14°00'00"W 601.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.14 ACRES +/-.

3745-04E
(PARCELS)

OR 1065 PG 0482