

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MID-RIVERS YACHT AND COUNTRY CLUB, A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on this 14 day of July, 1977, by MID- RIVERS, INC., a Florida Corporation (hereinafter referred to as "Declarant," which term shall include the successors, assigns or designees of the Declarant),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Martin County, Florida, which is more particularly described as follows (hereinafter referred to as the "Property"):

The Northwest Quarter of Section 1, the North Half of Section 2, and the North Half of Section 3, Township 39 South, Range 40 East, Martin County, Florida, less and except the portion thereof lying Westerly of the Easterly right-of-way line of the Florida Turnpike, and also less and except the portion thereof lying Northerly of the Southerly right-of-way line of Canal C-23, and also less and except the right-of-way of West Murphy Road.

WHEREAS, the Declarant is developing the Property as a Planned Unit Development known as MID-RIVERS YACHT AND COUNTRY CLUB (hereinafter referred to as the "Planned Unit Development"); and

WHEREAS, the Declarant has this day filed a Planned Unit Development Plat for the first phase of the Planned Unit Development of the Property, which Plat is recorded in Plat Book 7 , Page 23 , Public Records of Martin County, Florida (hereinafter referred to as the "Plat"); and the Declarant will subsequently file a Planned Unit Development Plat for the remaining portion of the Planned Unit Development of the Property, in accordance with the Final Development Plan of the Planned Unit Development, and

WHEREAS, the Declarant has established an overall plan (hereinafter referred to as the "Plan") for the improvement, development, management, operation and maintenance of the Planned Unit Development, and Declarant is desirous that the Property and the Planned Unit Development be improved, developed, managed, operated and maintained in accordance with the Plan; and

WHEREAS, the Declarant is desirous of impressing and placing certain covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes upon the ownership, improvement, use and occupancy of each of the Parcels in the Planned Unit Development to insure the improvement, development, management, operation and maintenance of the Property and the Planned Unit Development in accordance with the Plan, which covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes shall run with the title to the Property and each of the Parcels in the Planned Unit Development and shall be binding upon each such Parcel and all persons acquiring title to any of the Parcels in the Planned Unit Development from, through or under the Declarant, its grantees, successors or assigns, directly or indirectly.

NOW, THEREFORE, Declarant, for itself, its grantees, successors and assigns, hereby declares that the Property and each Parcel in the Planned Unit Development shall be leased, held, improved, sold, conveyed, mortgaged, used and occupied subject to the following covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes which are for the purpose of protecting the value and durability of and which shall run with the title to the Property and each Parcel and shall be binding upon all parties having any right, title, or interest in the Property or the Parcels or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit Of each Owner thereof, and the Declarant and assigns impress the following covenants, restrictions, limitations, conditions, reservations, charges, easements and servitudes upon the Property and each Parcel and the ownership, improvement, use, sale, leasing, mortgaging and occupancy thereof:

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Mid-Rivers Property Owners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Club" shall mean and refer to Mid- Rivers Yacht and Country Club, Inc., a Florida corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel in the Planned Unit Development which is a part of the Property.

Section 4. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereof as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all the real property and improvements owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be such areas as shown on the Plat of Mid-Rivers Yacht and Country Club designated "Common Area."

Section 6. "Golf Course Area" shall, mean and include all the real property and improvements to be conveyed by Declarant to Club, as shown on the Plan of Mid-Rivers Yacht and Country Club designated "Golf Course Area" or "Golf Course Maintenance area."

Section 7. "Parcel" shall mean and refer to any numbered plot of land shown upon the recorded Planned Unit Development Plan of the Property, with the exception of the Common Area or Golf Course Area or roads.

Section 8. "Declarant" shall mean and refer to Mid-Rivers, Inc., its grantees, successors, designees and assigns.

Section 9. "Common Expenses" shall mean and *refer* to those expenses for *which* Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Area and Common Facilities, including but not limited to:

(i) Fire and other casualty and liability insurance on the Common Area and Common Facilities and Workmen's Compensation Insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of maintaining, repairing and replacing the streets and the cost of any street lighting.

(iv) The costs incurred in the maintenance, upkeep and replacement of all lawns and landscaping within the Common Areas.

(v) The cost of utilities *for* the Common Areas.

(vi) The costs of utilities which are not separately metered to the individual Planned Unit Development Parcels.

(vii) Labor, materials and supplies used in conjunction with the Common Areas.

(viii) The cost of such additional land, improvements and other property as may be purchased by the Association through the action of its Board of Directors.

(ix) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, managing, repairing, replacing, protecting and conserving the Planned Unit Development, the Association property and in carrying out its duties and responsibilities as provided by this Declaration, the Articles of Incorporation and Bylaws.

(b) All costs and expenses incurred in the maintenance, repair, operation and replacement of all

streets, pipes and drains, installed by the Declarant or the Association, except such lines, pipes and drains located within any Parcel.

(c) Expenses declared common expenses by provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association.

(d) Taxes on property owned by the Association.

(e) Insurance on property owned by the Association.

Section 10. "Common Facilities" shall mean and refer to all those structures, improvements, fixtures, facilities, machines, equipment and all items of personal property owned by the Association for the benefit of the Owners.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Parcel, subject to the following provisions:

(a) The right of the voting rights and rights to Facilities by any Owner for any period against his Parcel remains the Association to suspend use of the Common Area and period during which any assessment against his Parcel remains unpaid;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. no such dedication or transfer shall be effective unless an instrument signed by four-fifths (4/5) of the Owners agreeing to such dedication or transfer has been recorded in the Public Records of Martin County, Florida; and

Section 2. Easements. Each of the following easements are hereby reserved in perpetuity and otherwise created and conveyed in favor of each Parcel and the Declarant, its grantees, successors and assigns, the Association, the Club, the Owners and others, as indicated, and are covenants and servitudes running with the title to the Property and the Planned Unit Development and may not be amended or revoked without the unanimous consent of Declarant, Club and all Owners.

(a) Utilities. As set forth on or in the Plat and within all street and Road Rights of Way as may be required for utility services *in* order to adequately serve the Planned Unit Development, all Parcels, all improvements and all portions thereof including the 10 foot utility easement along the front of each lot as indicated on the plat.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across Common Areas, any sidewalks, roads and 'streets, as the same may, from time to time, exist, and for vehicular traffic over, through and across the streets and roads within the Planned Unit Development.

(c) Emergency Vehicles. The right of all lawful emergency vehicles and equipment to *pass* over and across all portions of any Common Area and the roads and streets.

(d) Maintenance and Repair. The right to enter over, through and upon all portions of any Common Area for the purpose of maintaining, repairing and replacing such Common Area or Common Facilities.

(e) Drainage. The right to enter over, through and upon all portions of any common area, or golf course area for purposes of maintaining the community drainage plan, or modifying or improving said drainage plan as may be reasonably required including drainage easements over parcels as indicated in the plat.

(f) Out of Bounds Easement. An easement of forty (40) feet is hereby expressly reserved over the rear of all lots abutting fairways in the golf course for the use of the golf course. This easement shall be maintained by the club, and no improvements may be erected upon this easement by the owner of the affected fairway lot. Said easement indicated on Plat as "Drainage, Safety and Buffer Easement".

(g) Perimeter Security. The right to enter over, through and upon all portions of the easement as set forth on the plat surrounding the perimeter of the planned unit development for the purpose of erecting or maintaining such hedges or fences as may *be* deemed desirable for the security of the planned unit development. Said easement indicated on Plat as "drainage, Security and Buffer Easement."

(h) Private Access to Golf Course and Canal Right-of-Way. The right of all owners to pass over and across the two twenty foot easements as shown on the plat for ingress and egress from the roadway to the canal right-of-way, and the right of club members to pass over and across the twenty foot easements as shown on the plat from the roadway to the golf course area. Said easements indicated on Plat as "20 foot private access easements."

(i) Other. Those other easements, if any, shown on the plat. See Article X herein below.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of any Common Areas and Common Facilities to members of his family, tenants or contract purchasers who reside on the property.

ARTICLE III - ASSOCIATION

Section 1. Association. The operation of the Planned Unit Development (other than the Golf Course Area) shall be by Mid-Rivers Property Owners' Association, Inc., a corporation not for profit under the laws of the State Of Florida, which shall fulfill its functions pursuant to the hereinafter set forth.

Section 2. Articles of Incorporation. A copy of the Articles of Incorporation Of the Association is attached as Exhibit "B".

Section 3. Bylaws. The administration of the Association and the operation of the Property and the Planned Unit Development shall be governed by the Bylaws, a copy of which is attached as Exhibit "C".

Section 4. Powers. The Association shall have all of the powers and duties reasonably necessary to manage and operate within the Planned Unit Development as set forth in this Declaration and the Articles of Incorporation and the Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires ownership or other possessory or use interest in real and personal property, including, but not limited to marinas and other recreational facilities intended to provide for the enjoyment, recreation or other use or benefit of Owners and to declare the expenses of operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities as may be desired.

Section 5. Members. Every Owner of a Parcel in Mid-Rivers Property Owners Association, Inc. which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment, nor may such membership be encumbered or transferred except in conjunction with the Parcel to which it is appurtenant. The Association shall have one class of voting membership comprised of the Declarant and other owners in the Planned Unit Development. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel.

Section 6. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to

War; and maintain and repair parts of the Planned Unit Development, the Association shall not be liable to Owners for the injury or damage caused by any latent condition of the Property to be maintained by the Association, or caused by the elements or other Owners or persons.

Section 7. Restraint Upon Assignment of Shares and Assets. The equal share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Parcel.

Section 8. Management and Control Reservations by Declarant. Notwithstanding anything herein contained to the contrary, Declarant reserves all right to the management and operation of the affairs of the Planned Unit Development and to the management and operation of and all decisions of the Association and the Board of Directors until Declarant has completed the sales of all Parcels in the Planned Unit Development, or until the fifteenth day of July, 1987, whichever shall first occur, or prior thereto at the option of Declarant, if Declarant indicates its waiver of such right in writing to the Association and all institutional first mortgagees consent thereto. During said period, Declarant shall have the sole and exclusive right to take all actions and do all things in behalf of the Planned Unit Development and the Association, including but not limited to the right to make contracts and agreements on behalf of the Association for the maintenance and operation of the Planned Unit Development, the determination, levy and collection of assessments and the enactment and enforcement of Rules and Regulations respecting the use of the Property.

Section 9. Transfer of Membership. A transfer of a Parcel shall automatically transfer the membership in the Association appurtenant to it.

Section 10. All Owners Equal. Except as herein specifically otherwise provided in Section 7 of Article IV, each Parcel and the Owner thereof shall be responsible for 1/299th of all assessments by the Association and shall have an equal undivided 1/299th interest in the Association.

ARTICLE IV - COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Parcel owned within the Property, hereby covenants, and each Owner of any Parcel by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an equal 1/299th share of (1) annual assessments or charges for common expenses, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The unpaid annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Said lien shall also secure all reasonable costs and attorneys' fees (whether for trial, appellate or other legal services) incurred by the Association incident to the collection of such charges or enforcement of such lien. Said lien shall be effective only from and after the time the Association shall record a claim of lien in the Public Records of Martin County, Florida, stating the description of the Parcel, the name of the record owner (a) and the amount due. The lien shall continue in full force and effect until all sums secured thereby are paid in full. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien. Said lien shall be enforceable by the Association, at its option, either in the same manner provided by law for the foreclosure of mortgages on real property or for the enforcement of special assessment liens for local improvements or as otherwise allowed by law. Each such assessment, together with interest, costs and reasonable attorneys fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but this shall not be deemed to impair the lien for such assessments on the Parcels. Each Parcel and each owner of a Parcel shall be and are hereby made liable to the Association for a 1/299th share of all such assessments, except as herein otherwise specifically provided in Section 7 of Article XV.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the convenience, recreation, health, safety, security and welfare of the residents in the Property, in payment of the common expenses and for the operation, improvement and maintenance and

replacement of the Common Area and Common Facilities and the lawns and landscaping.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property, or of the Common Facilities, provided that any such assessment shall have the assent of four-fifths (4/5ths) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast at least fifty (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as otherwise specifically provided herein in Section 7 of Article IV, both annual and special assessments must be fixed at a uniform rate for all Parcels, which shall be an equal 1/299th thereof, and may be collected on a monthly, quarterly or other convenient basis as determined by the Association.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of any Parcel and shall be adjusted for each parcel according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be furnished to every Owner subject thereto. The due dates shall be established by the Board of Directors and set forth in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid.

Section 7. Commencement of Liability of Parcel for Assessments. Proviso. Each Parcel shall become liable for assessments for common expenses and the other assessments provided for herein from and after the date such Parcel is conveyed by the Declarant to the first Purchaser thereof.

Section 8. Effect Of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property or take any other action allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on a Parcel recorded prior to the time the claim of lien on such Parcel is recorded by the Association. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof. In the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release such subordinate claim of lien.

ARTICLE V - MAINTENANCE

Section 1. Generally. The responsibility for the maintenance of the Property shall be as hereinafter provided.

Section 2. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any Common Area and all improvements and personal property therein or thereon.

(b) All equipment, conduits, lines, mains, ducts, plumbing, wiring, and other appurtenances and facilities for the furnishing of water, sewer, drainage and other utility services to the Planned Unit Development, except where said facilities are solely for the benefit of the Golf Course area or for a single lot.

(c) All of the lawns, landscaping and landscaped areas of all Common areas.

(d) All private roads, streets and rights-of-way within the Planned Unit Development on which Owners of Parcels have easements.

Section 3. By the Club. The Club shall maintain, repair and replace at the club's expense:

(a) All portions of the Golf Course Area and all improvements and personal property therein or thereon.

(b) All equipment, conduits, lines, mains, ducts, plumbing, wiring, and other appurtenances and facilities for the furnishing of water, sewer, drainage and other utility services to the Golf Course Area, or the properly ratable share of the cost of said facilities if they serve both the Golf Course Area and other parts of the Planned Unit Development.

(c) The ratable share of the cost of maintaining the private roads, streets, and rights-of-way within the planned unit development on which the Club has easements, its ratable share of the cost of maintaining security, which will service the Golf Course Area as well as the lots, and its ratable share of the cost of providing street lighting or other services, utilities, or appurtenances serving the Golf Course Area as well as the lots and Common Area. Said ratable share chargeable to the Club shall be paid by the Club to the Association, and Declarant shall have the right to establish the appropriate ratable share chargeable to Club by an agreement executed by Club and Association while Club and Association remain under the control of Declarant.

Section 4. By the Owner. The Owner shall maintain repair and replace at the Owner's expense all portions of the property and improvements and personal property thereon as are owned exclusively by each Owner.

ARTICLE VI - INSURANCE

Section 1. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.

Section 2. Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

Section 3. Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.

Section 4. Premiums. Premiums upon insurance policies purchased by the Association providing

insurance protection for the Common Area and Common Facilities shall be paid by the Association as a common expense.

ARTICLE VII - COVENANT FOR MARTIN COUNTY, FLORIDA

The Association shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Area) without first receiving approval from the Board of County Commissioners of Martin County, Florida (herein the "Board"). The Board, as a condition precedent to the dissolution or disposal of Common Area may require dedication of common open areas or utilities to the public as deemed necessary. In the event that the Association (or any successor organization) fails at any time to maintain the roads, streets, rights-of-way or common Area of the Planned Unit Development in reasonable order and condition in accordance with the approved Final Development Plan for the Planned Unit Development, then the Board can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the Planned Unit Development, which notice shall set forth the manner in which the organization has failed to maintain the roads, streets, rights-of-way or Common Area in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative that such organization appear before the Board at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain or to show cause why it cannot remedy such failure within the thirty-day (30) period. If such failure has not been remedied within the thirty day period or such longer period as the Board may have allowed, then the Board, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the roads, streets, rights-of-way or Common Area from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the Planned Unit Development and shall be published one time in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the Board may determine that it is or is not advisable for the County to enter upon such roads, streets, rights-of-way or Common Area, take non-exclusive possession of them and maintain them for one year. such entry, possession and maintenance when followed in accordance with the above procedure shall not be deemed a trespass. such entry, possession and maintenance shall not be construed to give to the public or the County any right to use the roads, streets, rights-of-way or Common Area. The Board may upon public hearing, with notice given and published in the same manner as above, return possession and maintenance thereof to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods. The cost of such maintenance by martin County, mentioned above, shall be assessed ratably against the properties within the Planned Unit Development that have a right to enjoyment of the roads, streets, rights-of-way or Common Area and shall become a charge or lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

ARTICLE VIII - USE RESTRICTIONS

Section 1. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land included in the Planned Unit Development any nuisance of any kind or character.

(a) No rubbish, garbage or cans, debris or material shall be deposited on any of the land included in said Planned unit Development except building material during the course of construction on the site.

(b) No animals, birds or fowl shall be kept in the Planned Unit Development; provided, however, that dogs, cats and pet birds confined in cages, may be kept on any lot in reasonable numbers as pets for pleasure and use of the occupants of said lots but not for any commercial use or purpose. Dogs must be walked on leashes or may be fenced on lots with written approval of the Association.

(c) The Declarer reserves the right to care for vacant or unimproved or unkept lots in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarer to keep the property, and the land, contiguous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots.

(d) Laundry drying areas shall be properly and adequately screened from any ground level view.

Section 2. No parking of trucks or trailers or boats or other recreational vehicles shall be permitted on streets or lots except for delivery or pickup, or out of view in garages.

Section 3. No sign of any character shall be erected, pasted, posted or displayed upon or about any lot or on part of said lot or building without the written permission of the Association, and it shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

Section 4. The Declarant hereby designates the following areas, lots and parcels in said Planned Unit Development to be classified and to be used for the following purposes, to-wit:

(a) Single Family Residences: Lots 1 to 299, inclusive, may be used for single family residence purposes only. NO building or buildings of any kind whatsoever shall be erected or maintained on any lot, except one private dwelling house designed and constructed for use by a single family and a private garage for the sole use of the respective owner of the lot upon which the garage is located; provided, however, that no garage or other outbuilding shall be placed, erected or permitted to be built upon any lot until after, or at and during the time of, the construction of said dwelling house.

(b) Golf course area and golf course maintenance areas may be used for a Country Club and golf course, tennis courts or pools, and other recreational purposes with the usual buildings, facilities and services incident thereto, under the exclusive control of the Declarant or Club.

(c) Subject to approval by Association, a single residence can be built on a site including more than one lot, but in no event shall construction of a residence upon a site which constitutes less than one lot be permitted.

ARTICLE IX - APPROVAL OF PLANS

Section 1. No building, fence, hedge, wall, walk, pier, dock, seawall or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the nature, kind, shape height, materials, floor plans, color scheme, location of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association. The Association shall have the right to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable in its opinion, for aesthetic or any other reasons, and in so passing upon such plans, specifications, and grading plan, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

Section 2. The Association shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Planned Unit Development and the Association's judgment and determination shall be final and binding. With the approval of the location and plan by Association a building may be erected upon more than one lot.

Section 3. The Association shall require that all homes have a minimum of 1,800 square feet of living space, excluding garage, porches and patios. Front set-back lines from street right-of-way will be 120 feet. Side set-back lines must be a minimum of 30 feet. set-back lines from rear golf course easement line must be a minimum of 20-feet to pool enclosure, 30 feet from other building structures. Exceptions may be granted by the Association for all set-back restrictions.

Section 4. No garage door may face any street except in case of a corner lot location when approved landscaping shall be installed.

Section 5. Roofs must be tile or wood shingles with a minimum pitch of 6 to 12.

Section 6. Exceptions may be granted where warranted by design or other considerations, in the discretion of the Association.

ARTICLE X - EASEMENTS

Section 1. An easement and right-of-way is hereby expressly reserved in and over a strip ten (10') feet in width along the front line of all lots wherever the same is designated "utility Easement" on the Plat of Mid-Rivers Yacht and Country Club for the erection, construction and maintenance of poles and wires, and clearing of trees and pruning of branches, or the construction and maintenance of conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of storm water drains, land drains, public and private pipe lines for supplying gas and water and for the construction and maintenance of any other public or quasi-public utility or fence. The Declarant shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and right-of-way have been reserved.

Section 2. An easement of 40 feet is hereby expressly reserved over the rear of all fairway lots for the safe use of the golf course, and for construction and maintenance of storm water drains, land drains or swails. This right-of-way shall be maintained by the Club.

Section 3. There shall be private access easements of 20 feet as shown on the filed plat for ingress and egress from roadways to canal and golf course.

Section 4. See Article II, Section 2.

ARTICLE XI - RIGHT TO ABATE VIOLATIONS

Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Association in addition to all other remedies, the right to enter upon the land upon, or as to which, such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition, or that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE XIX - RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarer, Association, Club or the Owner of any land included in said Planned Unit Development and failure to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Any expense incurred in enforcing the provisions herein contained shall be paid by the defaulter, and shall be collectable, or shall be a lien on affected property, in the same manner as provided for collection of an individual owner's share of common expenses.

ARTICLE XIII - RIGHT TO MODIFY

The Declarant and Association hereby expressly reserve the right in the absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained in the Articles VIII through XII as to any parcel or part of said subdivision then owned by the Declarant and with the consent of 80% in number of the then owners, of all other lots in the Subdivision. In computing the 80%, each lot shall be entitled to one vote, irrespective of the number of its owners.

All instruments executed for the purposes of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this instrument shall be recorded.