

Hundred Acre Woods Homeowners Association

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR THE HUNDRED ACRE WOODS

This Declaration is made and executed this 14th day of February 2018 by Hundred Acre Woods Homeowner Association, Inc., a Florida Non Profit Corporation authorized to do business in Florida, as the "Association", under Florida Statutes Title XXXVI, Chapter 617. This declaration supersedes the third Amended Declaration dated November 11, 2011 and filed in Official Records Book CFN201000132 or Pages 6513, pages 2913, Public Records of Brevard County, Florida.

WITNESSETH:

WHEREAS, the Hundred Acre Woods Homeowner Association, Inc. desires to adopt a general and uniform plan for the orderly development, improvement, and maintenance of the Subject Property and for the maintenance of certain common area and easements as hereinafter defined to insure that the Subject Property is developed, improved, used, occupied, maintained and enjoyed as an architecturally, harmonious and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners; and

WHEREAS, the Subject Property described as parcels also known as, Section 15, Township 23 South, Range 35 East, is being all inclusive of the plats shown in Plat Books 36-0096, 39-075, 40-0056, and 42-0065, and is part of and subject to the restrictions, rules and regulations for the development, use and maintenance of the Hundred Acre Woods.

NOW, THEREFORE, HAWHOA hereby declares that all the Subject Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements and reservations which are for the purpose of protecting the value and desirability of, and which will run with, the Subject Property and be binding on all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

THIS FILING SHALL SUPERSEDE AND REPLACE ALL PREVIOUS FILED DECLARATIONS OF DEED RESTRICTIONS PERTAINING TO THIS PROPERTY.

ARTICLE I DEFINITIONS

For purposes of this Declaration, the following forms shall have the following definitions and meanings:

- 1.1 "ARC" shall mean and refer to the Architectural Review Committee appointed by HAWHOA pursuant to Article IV and having the responsibilities set forth therein.
- 1.2 "Association" shall mean and refer to Hundred Acre Woods Homeowners Association, Inc., a corporation not for profit which is formed and governed under Title XL, Chapter 720 of the Florida Statutes, and which shall be delegated and assigned the power, authority, duty and obligation (a) to enforce and administer the covenants, conditions, restrictions, reservations, license and easements governing Subject Property including without limitation the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes (b) to collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement (c) to maintain the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes including any recreation facilities thereon (d) to perform such other services as may be deemed desirable to benefit the owners all as hereinafter provided.
- 1.3 "Board of Directors and Officers" shall mean duly elected members of the Hundred Acre Woods Homeowners Association (HAWHOA) Executive Board, consisting of a President, Vice President, Secretary, Treasurer, and the Chair of the ARC. The outgoing president is invited to remain as a non-voting "Member at Large".
- 1.4 "Common Area" shall mean and refer to land set aside for water retention, the landscape and wall easements and pedestrian access easements, including the improvements thereto, designated on the recorded Plat for the common use and enjoyment of the Owners and such other property or easements conveyed or dedicated to the Association.

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- 1.5 "Community" shall mean and refer to Hundred Acre Woods, the overall use and development established by the Community Association.
- 1.6 "Community Association" shall mean and refer to the master association established by the Hundred Acre Woods Community, exclusive of the Board of Directors, and pursuant to the Community Declaration.
- 1.7 "Community Declaration" shall mean and refer to the current Declaration of Covenants, Conditions, Easements, Reservations and Restriction for Hundred Acre Woods Recorded in the Public Records of Brevard County and all amendments, modifications, and supplements thereto and as from time to time recorded in the Public Records of the County.
- 1.8 "County" shall mean and refer to Brevard County, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.
- 1.9 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Easements, License and Reservations for Hundred Acre Woods, and all amendments, modifications and supplements thereto as are from time to time recorded among the Public Records of the County.
- 1.10 "Executive Board and Officers" shall mean the President, Vice-president, Secretary, Treasurer, ARC Chair, two(2) ARC Members and 1 alt, and Member at Large.
- 1.11 "Fees" shall mean and refer to monetary payments for assessments as defined in Article VII of this Declaration. Fees shall be approved by the Board of Directors, posted and available to the Community Association.
- 1.12 "Fines" shall mean and refer to monetary payments resulting from penalties incurred and as a result of lack of payments of lot fees and violations of Deed Restrictions and Covenants set forth in this Declaration. Fines shall be approved by the Board of Directors, posted and available to the Community Association.
- 1.13 "Governmental Regulations" shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of a governmental authority having jurisdictions over the Subject Property or an improvements constructed or located thereon, including without limitation, those pertaining to building and zoning.
- 1.14 "Hundred Acre Woods" shall mean and refer to Hundred Acre Woods, the single family residential community planned for and developed on the Subject Property as reflected on the Plat.
- 1.15 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Subject Property with the exception of the Common Area and which numbered plot of land is intended to be a building site for a residence.
- 1.16 "Maintenance Fund" shall mean and refer to a fund composed of the total revenues received by the Association from the Regular annual assessments, Special assessments and Individual assessments levied by the Association pursuant to Article VII hereof
- 1.17 "Member" and/or "Members" shall mean and refer to all those Owners who are entitled to membership in the Association as provided in Article V hereof.
- 1.18 "Park Area" shall mean and refer to areas not designated as lots to be developed as single family lots.
- 1.19 "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Subject Property including the Association, its successors and assigns, and contract sellers, but excluding those having an interest in any such Lot, merely as security for the payment of a debt or the performance of an obligation.
- 1.20 "Plat" shall mean and refer to the plat of Hundred Acre Woods, as recorded from time to time in the Public Records of the County.
- 1.21 "Person" shall mean and refer to a natural person; firm, corporation, partnership or any legal entity, public or private.
- 1.22 "Subject Property" shall mean and refer to all lands included within and comprising Hundred Acre Woods, as hereinabove described on Page 1 of this Declaration, Articles II through IX, and also described and depicted on the Plat with the exceptions of the Park Area, and such additional lands adjacent and/or contiguous to the Subject Property nor or hereafter owned by the Association on which this Declaration or a substantially similar declaration is imposed.
- 1.23 "Surface Water Management System" shall mean and refer to the land, easements, and areas designated on the Plat as Park Area, and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of Hundred Acre Woods as reflected on the plans therefore on file with and approved by the County and the St. Johns River Water Managements District.

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ARTICLE II REGULATION OF USES

- 2.1 **Residential Use.** The Lots shall be used only for residential purposes. No structure shall be erected or permitted to remain on any Lot other than one residential dwelling. No garage shall be used or converted to living quarters. No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.
- 2.2 **Subdivision.** No Lot shall be re-subdivided, re-platted or divided in any way, shape, or form.
- 2.3 **Offensive Activity.** No illegal, noxious, unpleasant, unsightly, or offensive activity shall be carried on or conducted upon any Lot or on any portion of the Subject Property, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood, the Community Association, or Hundred Acre Woods.
- 2.4 **Household Pets and Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that no more than two (2) dogs, cats, or other usual household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot.
- 2.5 **Storage of Vehicles or Equipment and Garage Doors.** No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure or behind a fence or gate of said property. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plate and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Florida, are excepted provided that they shall not be parked overnight, in the public right-of-way and they do not bear any commercial signage, insignias or the like.
- (a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.
- (b) Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section shall be grounds for relief of any kind.
- (c) All garage doors shall be maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.
- 2.6 **Maintenance.** Each Lot and all improvements, including landscaping, landscaping barriers, and fencing located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, poorly maintained palm or other decorative trees, weeds, trash and rubbish and any other unsightly objects. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind. In the event the Owner fails to comply with this Section 2.6 then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment as provided in Section 7.9 against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that builders or building contractor may maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such Lot is issued in such a manner so as not to create a nuisance to other Lots.
- 2.7 **Garbage, Garbage/Recycle Containers, and Collection.** No garbage, garbage or recycle containers, and their storage areas shall be visible from the street, or any adjacent or neighboring property. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. All trash, garbage, other refuse, or recycle containers shall be placed for pickup not earlier than the evening preceding the pickup and

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an and all containers for such trash, garbage, refuse or recycling shall be returned no later than the evening of the pickup to their normal secure location

- 2.8 Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of the dwelling located on any Lot.
- 2.9 Storage Tanks. No storage tanks, including but not limited to those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from any adjacent or neighboring property.
- 2.10 Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals or any type or kind shall be conducted on any Lot
- 2.11 Laundry and Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on any Lot unless the same shall be placed in the rear yard inside of walls, fences, landscaping screens or similar type enclosures and then only on portable laundry dryers. In no event shall any of the same be permitted if visible from any adjacent or neighboring property.
- 2.12 Basketball Equipment. No basketball hoops or backboards shall be located or attached to the dwelling or garage. Portable units are allowed as long as they are either placed behind the home or fence when not in use or place at the very back of the drive-way. No basketball hoops or backboards shall be allowed at or near the street or the front yard.
- 2.13 Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkie and the like, shall be operated on any Lot without the prior written consent of the Association, and such consent once given, may be revoked by the Association in the event that the operation of such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system.
- 2.14 Pumping. The Owner of any Lot which includes or is adjacent to a pond, creek, drainage canal, retention area or other body of water shall not draw down such body of water by pumping or draining there from
- 2.15 Signs. No sign of any kind shall be displayed to public view on any Lot except one (1) professionally prepared sign of not more than thirty-six inches (36") by twenty-four (24") placed on the street side of a Lot displaying the names or otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration, improvement upon or the sale or leasing of a Lot provided, without such sign is first approved by the ARC. Notwithstanding the foregoing provisions of this section, the Association specifically reserves the right for itself and assigns the right, privilege and easement to construct, place and maintain upon any Lot or part of the Subject Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of Subject Property, or for the safety of the community and liability of the Association and its member homeowners.
- 2.16 Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas or Common Area in accordance with the recorded Plat for Hundred Acre Woods as approved by the County and filed with the St. Johns River Water Management District (the "Established Drainage Plan"). Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefore. No Owner shall be permitted to alter the grade of the Established Drainage Plan for any Lot, or change the direction of, obstruct or retard the flow of surface water drainage. Provided, however, in the event the County or the St. Johns River Water Management District requires the modification of the Established Drainage Plan, the Owner of an affected Lot shall at the Owner's expense make adequate provisions to change the Established Drainage Plan over his Lot.
- 2.17 Automotive Repairs. No part of any lot shall be used for major automotive motor or engine repairs as a commercial venture. Maintenance of personal vehicles may take place in a garage or enclosure behind a fence or gated area
- 2.18 Temporary Displays and Presentations. Temporary displays, lighting presentations and illuminations shall be allowed as they coincide directly with nationally recognized holidays and events. Displays shall be removed within fourteen (14) days of conclusion of the National Holiday or event. Displays and presentations not associated with a National Holiday or event are subject to approval by the HAWHOA Board of Directors. The Hundred Acre Woods Homeowners Association Board of Directors reserves the right to request the removal of a display that is deemed offensive in nature. Such request shall be approved by a majority vote of the Board of Directors, acted upon immediately by the resident and subject to fines for failure to comply

ARTICLE III REGULATION OR IMPROVEMENTS

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- 3.1 **Generally.** The erection, placement, construction and installation of all improvements on all Lots shall be subject to and governed by the following covenants, conditions, restrictions and reservations.
- 3.2 **Plan Approval.** No building, or structure or improvement shall be constructed, erected, placed, altered, maintained or permitted, or the erection thereof begun, or changes made in the design thereof after the original construction, on any Lot until the construction plans and specifications are approved as set forth in Article IV. The construction of any building, structures, or improvements shall also be governed by the Community Declaration which requires that all such construction;
- (a) Be in accordance with approved County of Brevard planning and design criteria, and
 - (b) Be approved prior to the commencement of construction by the Architectural Review Committee.
- 3.3 **Builder Approval.** The ARC, at its sole discretion, for any reason, can disapprove any builder. The Lot Owner requesting approval of any builder agrees to hold harmless the ARC, The Association and any others with an interest in the Hundred Acre Woods, against any litigation arising out of the decisions of the ARC regarding approval or disapproval of a certain builder.
- 3.4 **Construction.** The construction of all residential dwellings and other improvements on all Lots must be performed by such qualified builders, general contractors and subcontractors as are licensed in the State of Florida and the County to engage in the business of residential building and construction.
- 3.5 **Construction Time.** Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than one (1) year from the date of the commencement of such construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARC, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.
- 3.6 **Grades.** The Association reserves the sole and exclusive right to establish grades and slopes in all Lots and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.
- 3.7 **Character of Homes.**
- (a) **Minimum Square Footage and Height.** No dwelling shall have a square foot of living area of less than fifteen hundred (1500) square feet, exclusive of screened areas, open porches, terraces, patios and garages, unless otherwise approved in writing by the ARC. No dwelling shall exceed two (2) stories in height.
 - (b) **Garages and Carports.** No carports shall be placed, erected, constructed, installed or maintained on any Lot. Each single family residential dwelling constructed and maintained on any Lot shall have an attached, enclosed garage which shall correspond in style, color and architecture to the main residence for not less than two (2) standard sized passenger automobiles. Garages for more than two (2) automobiles must be specifically approved by the ARC. Detached garages or workshops no larger than required for two (2) vehicles are permitted behind fences so as to provide no visibility from the street. Detached garages or workshops shall correspond in style, color and architecture to the main residence regardless of its visibility to front of the residence. The garage doors are to have wood grain and/or raised panel exterior finish. Fiberglass, aluminum, or steel are permitted, with exception of warehouse style doors that are not permitted. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the ARC.
 - (c) **Roofs.** The roofs of the main body of all buildings and other structures, including the principal residence, shall be pitched. No flat roofs shall be permitted. The ARC may, in its discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofing material shall be a minimum of two hundred forty (240) pounds dimensional and the roofs may be constructed of either clay tile, fiberglass, asbestos shingle or other materials approved by the ARC. ALL ROOF MATERIAL MUST BE FUNGUS RESISTANT. All roof colors must be appropriate to the residence and approved by the ARC.
 - (d) **Roof Structures.** No antennas (excluding TV Satellite Dishes) and or other areal devices, (no larger than 18 inches), wind generator appliances or other rooftop installation, projection or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the ARC and shall be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residence. It is expressly provided, however, that chimneys, rooftop attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the ARC within its reasonable discretion.
 - (e) **Screening of Equipment.** All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a residential dwelling shall be suitable screened from the view of the street and road rights-of-way and

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adjacent Lots. Absolutely no window or wall air conditioning units shall be permitted unless screened from adjacent property and approved in writing by the ARC.

- (f) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be approved in writing by the ARC. Uncovered or exposed (whether painted or not) concrete or concrete block, imitation brick or simulated stone face shall not be permitted as the exterior finish of any building structure or wall except for decorative purposes and then only with written approval of the ARC. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on any Lot. The color of the door and window frames shall be in keeping with the scheme and architecture of the building, and approved in writing by the ARC. Mill finish aluminum door and window frames are prohibited.
- (g) Driveways. All driveways, turnarounds and parking areas shall be paved or finished with a concrete, brick or other non-asphalt hard dust-free material approved in writing by the ARC. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the Lot on which such driveway is constructed. The driveway shall be graded in such a manner as not to impede the drainage within the right-of-way or Lot.
- (h) Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon any Lot.

3.8 Fences, Walls and Hedges. There shall be no fences permitted on a Lot within Hundred Acre Woods unless they comply with the requirements below and the size, material, location and color are approved in writing by the ARC.

- (a) Types. The following types of fences are permitted.
 - a. Vinyl fences must be reviewed and approved by the ARC. All Vinyl fences and the finish applied which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the ARC within its reasonable discretion.
 - b. "Stockade" and "shadow box" pattern with dog-eared-pickets of rough cypress or pine slats with pressure treated 4X4 poles and 2X4 spans, six feet in height to avoid appearance of broken elevations, is hereby granted approval. All wood fences shall be treated to preserve the appearance of the fence for long periods of time. All fences and the finish applied must be approved by the ARC.
 - c. "Chain link" or other metal type fences are prohibited unless specifically approved in writing by the ARC, and do not face or is visible from the street side of the home.
- (b) Height, Perimeter and Location. Fences, not in excess of six (6) feet in height, may be installed around the perimeter of a Lot. The forward most line of the fence must be approved in writing by the ARC.
- (c) Installation and Maintenance. All fences must be installed with the posts on the inside and must have landscape buffers as may be required herein. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.
- (d) Notwithstanding anything to the contrary, the Association, shall have the right to install and maintain walls and fences around the perimeter of the Subject Property on individual Lots with the wall and landscape easements as established and shown on the Plat for Hundred Acre Woods with such fences or walls to be maintained by the Association, except the wall now existing along Falcon Blvd., Cedar Ave., Kaylor Ave., and Hastings St. This wall is currently maintained on a Party Wall system where each lot owner is required to maintain the portion of the wall resting on his lot for the enjoyment of the neighborhood.

3.9 Swimming Pools and Screens. No swimming pool of the so-called "above-ground" type shall be erected on any Lot. Any below ground swimming pools installed must be fenced in accordance with these regulations, with the Brevard County and Florida State regulations.

3.10 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road rights-of-way or any adjacent Lot. Temporary exterior lighting for approved national holiday presentations and events must conform to accepted conventional norms, approved by the Board of Directors, and removed within fourteen (14) days after the holiday or event period is concluded.

3.11 Mailboxes and Other Delivery Boxes. The association provides mail boxes that meet the rules and regulations of The United States Postal Service Dept and the mail box kiosks must not be structurally modified in any way.

3.12 Sidewalk Installation. Upon a majority vote of the members of the Association, each lot owner will be required to pay a proportionate share of the cost to install sidewalks along the street right-of-ways as determined by the Board of Directors of the Association and the ARC. An easement

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will be provided by each lot owner to allow for the construction of the sidewalk. Failure to pay the assessment for sidewalks within 30 days of notification that payment is due, will result in a lien on the property of the lot owner enforceable in a court of law.

- 3.13 **Use of Front Yard.** No portion of any Lot nearer to any street than the building set-back line or lines shown upon the Plat shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed, upon written approval of the ARC, as preventing the use of such portion of said lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamental, for the purposes of beautifying said Lot; but no vegetables, so call, nor grains of the ordinary shall be grown upon such portion thereof.
- 3.14 **Tree and Dirt Removal, Landscaping.** The digging or removal of any dirt from any Lot or other portion of the Subject Property is prohibited except as necessary in conjunction with the landscaping or construction of approved improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARC has approved in writing a general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot.
- (a) **Trees and Shrubs Required.** Thereafter no trees shall be removed from any Lot without the prior written consent of the ARC. Unless said tree is diseased, violating the adjunct neighbor's lot space, endangering the homeowner's property, i.e. driveway, home, outbuildings, septic drainage system, pool and pool enclosure, or proposed ARC approved modifications As used herein the term "trees" shall mean and be defined as any tree eight (8) feet in height or greater in height. A courtesy call prior to commencement of work will be appreciated.
- (b) **Sod.** All Lots shall have entire sodded front and side yards and the rear yard shall be seeded and established with appropriate irrigation, fertilization, etc If within 60 days of closing the lot owner does not have an established seeding in the rear yard the Association will have the right, but not the obligation to sod the total yard and asses the lot for all expenses incurred.
- (c) **Wells.** Deep wells shall be set back from the front of the property and placed within landscaped screens so as not to be visible from any adjacent or neighboring property.
- (d) **Owner's Expense.** The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, within sixty (60) days of the time construction of a dwelling is completed, as evidenced by the issuance of a Certificated of Occupancy, the Owner has not installed landscaping, the Board of Directors may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an Individual Assessment against the Lot.
- (e) **Artificial Vegetation.** No artificial vegetation shall be permitted on the exterior of any building on any Lot.
- 3.15 **Underground Utilities.** All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the ARC, provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and, provided further that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus appropriately screened; (c) permanent outdoor safety light poles located and installed as approved by the ARC.
- 3.16 **Setbacks**
- (a) **Building Location.** No structure shall be placed on any Lot closer than fifty (50) feet to the front lot line, nor closer than forty (40) feet to the rear lot line, nor closer than twenty (20) feet to one side lot line and twenty (20) feet from the other side lot line, except where a side lot line faces a street, in which case no structure shall be placed closer than twenty-five (25) feet from a side street lot line. The ARC will have the right to modify these setbacks on an individual lot basis, except that the setbacks required by the county or other setbacks required for utility easements must be maintained.
- (b) **Swimming Pool Location.** A swimming pool or its patio, deck and enclosure may be constructed to within thirty (30) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line. The Association or the ARC may approve in writing an alteration of the rear swimming pool setbacks as long as such alterations do not conflict with Brevard County regulations or any other governmental regulations.
- (c) **Outbuilding and Accessory Structures.** All outbuildings or accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling on any Lot, unless otherwise approved in writing by the ARC and a waiver is approved by the County
- (d) **Driveways and Walkways.** Unless a waiver is obtained from the County and is approved in writing by the ARC, the location of driveways and walkways shall conform to Governmental Regulation of the County.

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- 3.17 Temporary Structures and Outbuildings. No structure or outbuilding of a temporary or semi-permanent character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot any time for any purpose; provided, however,
 - (a) That greenhouses, garden houses, playhouses, tree houses, tool sheds and bathhouses shall be permitted hereunder, provided plans for the same are approved in advance writing by the ARC.
- 3.18 Damaged Buildings. Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC

ARTICLE IV ARCHITECTURAL CONTROL

- 4.1 The Architectural Review Committee ("ARC"). The ARC shall be duly appointed members of the HAWHOA and its authorized representative or representatives The ARC shall consist of three (3) persons appointed by the members of the Association
- 4.2 Purpose. The ARC shall regulate the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grading plan of the Lot including the grade elevation of said dwelling, the plot plan showing the proposed location of each dwelling upon said Lot, and the plan including the landscape plan maintenance of said Lot and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.
- 4.3 Submission of Plans and Specification. No building or other structure of any character shall be erected or placed, or the erection or placing thereof commenced upon a Lot, nor shall any other improvement be made unless plans, specifications (including a description of any proposed new use), and an approved County of Brevard Permit thereof shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in two duplicated sets and shall be in such form and shall contain such information as may be required by the ARC. One (1) complete set of such plans and specifications shall be permanently lodged with the ARC.
- 4.4 Procedures. In the event the ARC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.
- 4.5 Transfer of Authority to the Association. The duties, rights, powers, and authority of the ARC may be assigned at any time, at the sole discretion of a majority of the members of the ARC, to the Board of the Association, and to the Board of Trustees of any similar association having jurisdiction over any portion of the Subject Property and from and after the date of such assignment and the acceptance thereof by the Board or boards, the Board or boards shall have full right, authority, and power and shall be obligated to perform the functions of the ARC as provided herein, including the right to designate a representative or representatives to act for it.

ARTICLE V THE ASSOCIATION

- 5.1 Organization. The Association shall be organized and formed as a non-profit corporation under the laws of the State of Florida.
- 5.2 Purpose. The purpose of the Association, in general, shall be to collect the annual maintenance assessments, annual lot assessments and special assessments, to administer the Maintenance Fund, to disburse funds for the purposes set forth in Section 7.2, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area and Retention Lakes located within the boundaries of the Subject Property, and the Recreation Easement on the Natural Area and to enforce these Declarations and such other purposes as are stated in the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, consistent with provisions of this Declaration.
- 5.3 Membership. Every person who is an Owner of any Lot 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 Lot which is subject to assessment The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.
- 5.4 Voting Rights. In an election of Board of Directors of the Association and on all other matters submitted to a vote of the Members of the Association, those members shall be entitled to one (1) vote for each Lot attributable to portions of the Subject Property owned or leased by such Members. When more than one person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot Notwithstanding the foregoing, in the event a conflict arises between a Member who is the Owner of a Lot and a Member who has a leasehold

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interest in said Lot, as to who will exercise the vote associated with said Lot, the Owner shall be entitled to determine whether the Owner or his tenant shall have the right to exercise the vote, and the Owner's decision shall be conclusive.

(a) Builders Excluded. Notwithstanding the foregoing provision of this Section 5.4, a builder or building contractor who, in the normal course of his or its business, purchases and thereby becomes the record Owner of a Lot for the purposes of constructing thereon a residential dwelling and related improvements for resale to and occupancy by a third party, shall not thereby become a Member of the Association. Any Lot so owned and held by builder or building contractor shall, for the purposes of voting pursuant to this Declaration and the Articles of the Incorporation and By-Laws of the Association be deemed to be owned by the Association.

5.5 Approval by Members. Unless elsewhere otherwise specifically provided in this Declaration, or the Articles of Incorporation or By-Laws of the Association, any provision of this Declaration which requires the vote or approval of a majority or other specified fraction or percentage of the voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of two-thirds (2/3) or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association dealing with annual or special meetings of the members of the Association.

(b) Written consents signed by two-thirds (2/3) majority or other specified fraction or percentage of members

5.6 Obligation for Maintenance of Liability Insurance. The Association shall obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Association from time to time determines, insuring the Association, each Director and each Owner against any liability to the public or the other Owners (and their families, invitees, tenants, agents and employees) arising out of or incident to the ownership, use or maintenance of: (a) the Common Area and any improvements thereto, (b) Park Area, (c) Retention Area (d) The Wall exclusively limited to the entrance on Falcon Blvd and adjacent lots, and Landscape Easements, and (e) Pedestrian Access Easement. The Board of Directors shall review these limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00)

The policy described in this Section 5.6 provide that:

(a) The policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least sixty (60) days prior written notice to the Association.

(b) In the event the Association fails to maintain the insurance policy provided for in Section 5.6, the Board of Directors reserves the right and shall have the continuing authority but shall not be obligated to purchase such insurance policy in the name of the Association by payment of the premium on behalf of the Association which payment shall be a common expense of the Association for the payment of which Board of Directors shall be reimbursed.

(c) The deductible, if any, on the insurance policy shall be a common expense of the Association, provided, however, that the Association may, pursuant to Section 5.6 of the Declaration, assess any deductible amount necessitated by negligence, misuse or neglect of Owner against that Owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in Florida.

5.7 Maintenance Agreement. For the purpose of the Association providing the required maintenance pursuant to the terms of the Declaration, the Association shall have the right to enter into a maintenance agreement with a third party (or parties), for the purpose of contracting for maintenance and operation of the Common Areas, easements and facilities for the common benefit of the residents of Hundred Acre Woods. Terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

5.8 Membership in the Community Association. Every Owner shall be deemed to have membership in the Community Association with rights and obligations of such membership as set forth in the Community Declaration. The Owners of Lots in Hundred Acre Woods shall be represented at meetings of the Community Association by the Senior Elected Officer of the Association (Director or President) who shall be a "voting member" of the Community Association with the authority to cast the votes on Community Association affairs as the representative of all the Owners of Lots in Hundred Acre Woods

5.9 Obligation to Pay Community Association Assessments. The Association shall be obligated to pay on behalf of the Owners assessments levied by the Community Association and billed to the Association as provided in the Community Declaration.

ARTICLE VI

Hundred Acre Woods Homeowners Association

COMMON AREA

- 6.1 **Conveyance.** The Association by the recordation of the Plat of the Subject Property shall be deemed to have dedicated the Common Area as shown on such Plat and defined in Section 1.3 for the common health, safety, welfare and passive recreation of the residents of and visitors to Hundred Acre Woods. The conveyance to the Association of the Common Area shall be free of all liens, easements except for those set forth and those reserved herein. Provided however, for as long as Association owns any Lot, Association retains an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all improvements to the Subject Property and the Common Area or any portion thereof; to show and sell Lots, including the unrestricted right to erect signs; and to use the Common Area for ingress and egress and for marketing and sales activities. The Association hereby covenants for itself, its successors and assigns that said Common Area shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Area shall be subject to such rules and regulation relating thereto as are adopted or amended by the Association.
- 6.2 **Additional Property.** In addition to the Common Area described in Section 6.1 of this Declaration, the Association, in its sole discretion, shall have the right to convey to the Association and the Association shall be obligated to accept as additional Common Area any portion of abutting, adjacent or contiguous property which is made subject to these Declarations so long as such property is used or useful for the objects and purposes for which the Association has been created and established. Should the Association so convey any such additional Common Area, the same shall thereupon become and thereafter continue to be Common Area subject to all covenants, conditions, restrictions, easements, license and reservations set forth in this Declaration with respect to all other Common Area.
- 6.3 **Improvement of Common Area.** The Association reserves the right to construct or make such improvements as the ASSOCIATION determines to the Common Area, provided the improvements are for the purposes specified in this Declaration. The right of the Association herein reserved shall entitle Association, but not obligate Association, to make or construct improvements to the Common Area, including without limitation the installation of landscaping, signage, irrigation, and a fence or wall as the Association determines in its sole discretion. The maintenance, repair and replacement of the Common Area, including improvements thereto, shall be the proportionate obligation of each of the Owners of the Lots as hereinafter provided in the Declaration.
- 6.4 **Surface Water of Storm Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water 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 storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.
- 6.5 **Property Rights.** Every Owner of a Lot shall have the non-exclusive right and easement of enjoyment in and to the Common Area for the purpose for which the same is conveyed and maintained by the Association. Such right and easement of each Owner in and to the Common Area shall be appurtenant to and shall pass with the title to every Lot. The rights and easements of enjoyment created hereby shall be subject to the following provisions:
- (a) The right of the Association to adopt and publish rules governing the use of the Common Area and the personal conduct of the Owners and their guests and to establish penalties for the infraction thereof;
 - (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - (c) The right of the Association to suspend the voting rights and rights to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (d) The right of the Association to require the owners 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 Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members qualified to vote has been recorded.
 - (e) No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or other improvement or store any of its or his personal property or prohibit the free flow of pedestrian traffic on the Common Area or any part thereof. The Association shall have the right to remove or cause to be removed anything placed on the Common Area in violation of the provisions of the Section 6.4(e), to restore the Common Area to its condition prior to the violation and to assess the Owner or Owners responsible for the cost of such removal and restoration, which may constitute a lien against the Lot of said Owner or Owners that may be enforced in the manner set forth in Section 7.9

Hundred Acre Woods Homeowners Association

- 6.6 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted by the Board of Directors of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- 6.7 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.
- 6.8 Amendment. Any amendment of the Covenants and Restrictions which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE VII COVENANT FOR ASSESSMENTS

- 7.1 Creation of the Lien and Personal Obligation of Assessments. The HAWHOA, for each Lot owned within the Subject Property, hereby covenants and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual assessments or charges, (b) Special assessments for capital improvements, and (c) Individual assessments, where applicable, all such assessments to be established and collected as proved in this Declaration. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot 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. During the time a lot is owned by HAWHOA, lot assessments on the lot owned by HAWHOA will be exempt of all assessments.
- 7.2 Purpose of Assessment.
- (a) In general, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and in particular for the improvement and maintenance of the Common Area, the Wall at the entrance way of Falcon Blvd. exclusively, Landscape and Pedestrian Easements.
 - (b) Regular assessments shall be levied in order to provide for and assure the availability of the funds necessary to pay Common Expenses, which shall include without limitation the following:
 - a. Those incurred in connection with the maintenance, protection and improvement of the Common Area, including without limitation, landscaping irrigation, signage, fence or the wall at the entrance way of Falcon Blvd exclusively
 - b. Those incurred for utility services to the Common Area, including without limitation, electric or gas power for any common entry, street lighting, or fence lighting and water for the common irrigation system
 - c. Those incurred in the administration of the business of the Association including without limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys
 - d. Those incurred in the administration and collection of fees and fines associated with enforcement of the provisions of this declaration
 - e. Those incurred for the payment of real and personal property taxes and assessments for any property owned by the Association.
 - f. Those incurred for the maintenance of adequate casualty and liability insurance on the Common Area, and for Director and Executive Board officers' liability insurance.
 - g. Those incurred for under the terms of the Recreational Easement Agreement for the purpose of maintaining any amenities constructed on the Natural Area reserved for the use and benefit of the Association and the Owners of the Subject Property.
 - h. Those incurred for payment of the annual assessments levied and billed by the Community Association as provided for in the Community Declaration.
 - i. Those incurred for doing any other thing necessary or desirable which in the judgment of the Association may be of general benefit to the Owners of Lots within the Subject Property

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- 7.3 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$300.00 per Lot, payable at time of closing.
- (a) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) by a vote of the membership.
 - (b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum Annual assessment may be increased above fifteen percent (15%) by a vote of two-third (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the Annual assessment at an amount not in excess of the maximum.
- 7.4 **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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or within the Wall at the entrance way of Falcon Blvd. exclusively, and Landscape Easements, including fixtures and personal property and the financing of same related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 7.5 **Notice and Quorum for Any Action Authorized Under Sections 7.3, 7.4 and 7.5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3, 7.4 or 7.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 7.6 **Uniform Rate of Assessment.** Both Annual and Special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis or such other basis as the Board of Directors determines. Notwithstanding anything contained herein to the contrary, the HAWHOA shall not be obligated to pay annual assessments. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as Common Expenses.
- 7.7 **Date of Commencement of Annual Assessments; Due Dates.** The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) day in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for the reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date its issuance.
- 7.8 **Individual Assessments.** In addition to any other assessments for which provisions are made in the Declaration, the Association shall have the authority to levy and collect against a particular Lot and Owner of such Lot an Individual Lot assessment for.
- (a) Costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or non-compliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation or non-compliance with this Declaration, to cure or remedy such violation or non-compliance,
 - (b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;
 - (c) Costs and expenses incurred by the Association in furnishing or providing labor, services and material which benefit a particular Lot or Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same and that such Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be levied and collected as an Individual Lot assessment against such particular Owner and his particular Lot;
 - (d) Fines and Penalties for lack of on time payment of lot fees and additional fines associated with violations of the Deed Restrictions and Covenants described herein, and
 - (e) Reasonable overhead expenses of the Association associated with any Individual Lot assessment levied and collect pursuant to this Section 7.8, in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Lot assessment specified in this Section 7.8

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- 7.9 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a penalty late fee, the amount and duration as set forth by the Board of Directors, and interest from the due date to time of payment on the unpaid balance at the maximum rate allowed by law per annum. The Association shall have a lien on an Owner's property for any unpaid assessments and interest thereon and all costs which have been assessed against the defaulting Owners. The said Lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record Owner, the amount due and payable and the date when due; and said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such Claim of Liens shall be signed and verified by an officer or agent of the Association. When any such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs including reasonable attorneys' fees incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover said additional costs and advance. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.
- 7.10 Exempt Property. The Common Area and those portions of the Subject Property located within any public utility easement and dedicated to and accepted by the applicable local public authority and devoted to public use shall be exempt from the assessments, charges and liens created herein. Any and all lots owned by HAWHOA are exempt from any assessments, charges, or liens created herein.
- 7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to all liens securing the amounts due or to become due under any mortgage now or hereafter encumbering any Lot and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the Administrator of Veterans Affairs, whether such contract is recorded or not to the extent of any such assessment accrued and unpaid prior to foreclosure of any such Mortgage, and further, provided that as a condition precedent to any proceeding to enforce such lien for assessments upon any Lot upon which there is a valid and subsisting first Mortgage, the Association shall give the holder of such Mortgage sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first Mortgage lien holder by prepaid U.S. Certified mail and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first Mortgage lien holder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such Mortgage to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. Nevertheless, any foreclosure by a prior lien holder shall cut off and extinguish the liens securing the assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any lot from securing charges thereafter becoming due and payable, nor shall any personal obligation of any Owner be extinguished by a foreclosure.

ARTICLE VII RESERVATIONS AND EASEMENTS

- 8.1 Reservation of Easements on Plats. The HAWHOA, on behalf of itself and for the benefit, where so state of the County, the Association, all Owners and also for the benefit of all the Subject Property, hereby creates, declares and reserves easements under and over those portions of the rear and side of each Lot, designated a utility easement on the recorded Plat, for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including but not limited to water, sewer, gas, telephone, electricity, television, cable or other communication lines or systems subject to the limitations set forth in this declaration. No structure shall be erected on any said easements, and no improvements may be placed within said easements without the written approval of the ARC and any utility company suing such easements. Neither the easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the HAWHOA to maintain such easements or to install or maintain utilities or any drainage in or under such easements.
- 8.2 Reservation of Right to Consent to Construction. Reserved
- 8.3 Drainage Easements. There is hereby created, declared and reserved for the benefit of the Association and all Owners a non-exclusive easement for storm water collection, retention, detention and drainage over, upon all drainage easements shown on the Plat or otherwise reserved, declared or crated pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all storm water drainage systems, improvements and facilities from time to time located therein or thereon. Additionally the Association and all Owners hereby reserves easements over any and all other portions of the Subject Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Subject Property ; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Area affected thereby or any improvements from time to time placed, located, constructed, erected or installed thereon. The easements hereinabove created, declared and reserved contemplate the construction of all storm water drainage improvements and facilities shown on the plans for the Surface Water

Hundred Acre Woods Homeowners Association

Management System for Hundred Acre Woods as approved by the County and the St. Johns River Water Management District, and such additional or supplemental facilities as may reasonably be required to provide adequate storm water drainage and surface water management to all portions of the Subject Property

- 8.4 Emergency Access and Drainage Easement. There is hereby created, declared, granted and reserved for the benefit of the County, a non-exclusive easement over and upon all drainage easements comprising and appurtenant to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System shall create a hazard to the public health, safety or general welfare. It is expressly provided, however, that the creation, declaration and reservation of such Emergency Access and Drainage Easement shall not be deemed to impose upon the County any obligation, burden, responsibility or liability to enter upon the Subject Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof.
- 8.5 Maintenance of Easements. The Owners of the Lot or Lots, subject to the easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in over or under the property which is subject to the easements. With regard to specific easements for drainage as shown on the Plat, the HAWHOA shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities on such easements, including slope control areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels on any easement or which may reduce the size of any water retention areas which are shown on the Plat or which may be constructed on such easement. The Association shall not be responsible for maintaining any easement areas on individual Lots designated on the Plat as Drainage or Utility Easements. Such drainage and utility easements shall be maintained by the individual Lot Owners.
- 8.6 Wall and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of the Association an easement over and upon the Wall at the entrance way of Falcon Blvd. exclusively and Landscape Easement areas shown on the recorded Plat together with the easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing: (a) any and all security or screening walls or fences, (b) any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials, and (c) any irrigation systems of any kind, whether the same shall be required by the County and/or deemed necessary or desirable by the Association.
- 8.7 Pedestrian Access Easement. There is hereby created, declared, granted and reserved for the benefit of the Association and the Owners of the Subject Property, their families, invitees, tenants, agents and assigns, easements designated on the recorded Plat for pedestrian access to the Common Area which abuts and is contiguous to the Subject Property. No fences, landscaping or any other improvements may be placed within said easements. The Association shall have the easement and license but not the obligation to enter upon said Pedestrian Access Easement for the purpose of constructing the pedestrian access with such materials as it deems appropriate. The Association shall have the easement and license to enter upon the Pedestrian Access Easement for the purpose of fulfilling its obligation of maintaining any improvements constructed within the Pedestrian Access Easement.
- 8.8 Limitation of Use of Natural Area. Recreational and Common Areas are for the exclusive use of Hundred Acre Woods Association members only. Nonpayment of membership fees cancels any right to use the property.
- 8.9 Association Easement. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Subject Property as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Such Association Easement shall be in addition to the Drainage Easements hereinabove granted to the Association pursuant to for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the Surface Water Management System.
- 8.10 Future Easements. There is hereby reserved to the Association and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the County, or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Association, for the future orderly development of Hundred Acre Woods in accordance with the objects and purposes set forth in this Declaration. Provided, however, any easement created on the Subject Property may only be located within easements heretofore or herein established or record. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of Hundred Acre Woods in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Association without the necessity for the consent of the Owner of a particular portion of the Subject Property over which any such further or additional easement is granted or required.

ARTICLE IX

Hundred Acre Woods Homeowners Association

GENERAL COVENANTS AND RESTRICTION

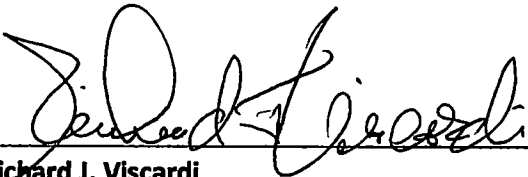
- 9.1 Laws and Ordinances of the State of Florida. The laws and ordinances of the State of Florida and Brevard Count, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.
- 9.2 Rules and Regulations. In addition to the foregoing restrictions on the use of the Lots and the Common Area, the Wall adjacent to the entranceway on Falcon Blvd. and Landscape and Pedestrian Access Easements, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the Lots and Common Area and said Easements and to hereafter change, modify, alter, amend, rescind and augment any of the same. Any such rules and regulations so promulgated by the Association shall be applicable to the binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of an all parties claiming by, through or under such Owners. Copies of the regulations and amendments thereto shall be furnished by the Association to all Owners.
- 9.3 Duration. This Declaration shall run with and bind all of the Subject Property perpetually, and shall inure to the benefit of and be enforceable by the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Articles II and III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least ninety-five percent (95%) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restriction in whole or part, and said instrument shall be recorded in the office of the clerk of the County prior to the expiration of the initial period of any extension thereof.
- 9.4 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration or the Articles of Incorporation or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, address to Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one Owner when there are two or more owners per lot, shall constitute notice to all Owners thereof. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may be also given to Members by: (a) personal delivery to any occupant of any dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of any dwelling with the Subject Property
- 9.5 Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provisions herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages and against any Lot to enforce any lien created by this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver of estoppel of the right to thereafter enforce the same. In the event that the Association should at any time fail to discharge its obligations to maintain any portion of the Subject Property as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 9.6 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.
- 9.7 Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.
- 9.8 Amendment.
- (a) Amendment by Association. Subject to the provisions of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time from time to time by the Association upon the affirmative written consent or the vote of not less than seventy-five percent (75%) of the total voting power of the members of the Association.
- (b) Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association, the acquisition of the requisite written consent or vote of members shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

Hundred Acre Woods Homeowners Association

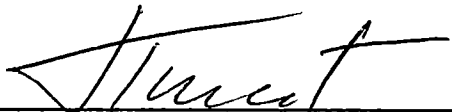
- (c) **Limitations on Amendments**. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Association to change, amend or modify the terms and provisions of and the covenants, conditions restrictions, easements, license and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows, to wit:
- a. To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.
 - b. To the extent that any term or provision of this Declaration may be included herein in satisfaction of the conditions to approval of the platting or subdivision of the Subject Property by the County, such terms or provisions of this Declaration shall not be changed, amended, or modified or otherwise deleted or eliminated from this Declaration without the prior written consent and joinder of the County.
 - c. This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Association or to the County, respectively, without the prior written approval of the Association or the County, as the case may be, and any attempt to do so shall be void and/or no force and effect.
 - d. This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Area, including specifically the Surface Water Management System, and/or the obligation of the Association to establish, make, levy, enforce and collect Assessments for such purposes, and/or the obligation of the Association to maintain liability insurance as provided in Section 5.6.
 - e. This Declaration may not be changed, amended or modified in any fashion which would affect the Surface Water Management System or its maintenance by the Association, without the prior written consent and approval of the St. Johns River Water Management District.
 - f. This Declaration may not be changed, amended or modified in such a fashion as to change, amend, modify, eliminate or delete the provisions of this Section 9.8(c) without the prior written consent of the Community Association.
 - g. This Declaration may not be changed, amended or modified in any manner so as to adversely and materially affect the priority or validity of any permitted first mortgage or the value of any Lot and its properly approved improvements.
- 9.9 **Waiver**. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 9.10 **Ratification, Confirmation and Approval of Agreements**. The fact that some or all of the officers, trustees, members or employees of the Association may be identical, and the fact that the HAWHOA or its nominees, have heretofore or may hereafter enter into agreements with the Association, and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefore by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representative and assigns of the property and legality of said agreements
- 9.11 **Conflict with Deeds of Conveyance**. If any one of the covenants, conditions or restrictions contained in this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Subject Property, the covenants, conditions, or restrictions within the prior deed or conveyance shall be secondary and shall be superseded and be replaced by this Declaration and its amendments.
- 9.12 **Constructive Notice and Acceptance**. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire an right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.
- 9.13 **Assignment of HAWHOA's Rights and Interests**. The rights and interests of the HAWHOA under this Declaration may not be transferred or assigned by the Association to any successor or successors to all or part of the HAWHOA's interest in the Subject Property by an express transfer, conveyance or assignment incorporated into an recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor without affirmative written consent or the vote of not less than seventy-five percent (75%) of the total voting power of the members of the Association.

Hundred Acre Woods Homeowners Association

Hundred Acre Woods Homeowners Association, Inc.
A Florida Non-Profit Corporation


Richard J. Viscardi
President, HAWHOA

Signed Sealed and Delivered in the presence of:

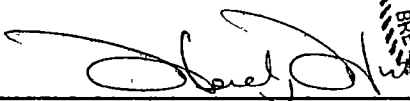
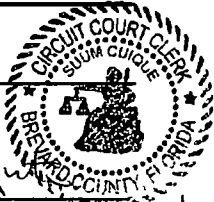

Witness
J. TURCOT

STATE OF FLORIDA
COUNTY OF BREVARD

I, HEREBY CERTIFY that before me, an officer duly authorized in the aforesaid state and county to take acknowledgments, personally appeared Richard J. Viscardi, as President of the HUNDRED ACRE WOODS HOMEOWNERS ASSOCIATION, INC and acknowledged these Fourth Amended and Restated Declaration Of Covenants, Conditions, Restrictions, Reservations, License And Easements For The Hundred Acre Woods are approved and concurred by the Community Association as defined within 1.6 of this Declaration.

WITNESS my hand and seal on this 6th day of December 2018

Personally known; ID Produced FL DL


Notary Public Deputy Clerk Wendy White


Seal: DEPUTY CLERK, per F.S. 695.03/92.50
Scott Ellis, Clerk
Brevard County, Florida