

including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. Enforcing the provisions of the Declaration of Restrictions and these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this subdivision, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Restrictions.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The owners of all lots in the subdivision shall be members of the corporation, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of fee title to a lot in the subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise and the membership of a party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any subdivision lot except that nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more subdivision lots, so long as such party shall retain title to or a fee ownership interest in any lot.

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the corporation shall belong solely to the corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration of Restrictions and in the said By-Laws.

D. That Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

2. CLASS B. Class B members shall be the declarant and shall be entitled to eight (8) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On August 31st, 1995.

ARTICLE V - TERM

The corporation shall have perpetual existence.

ARTICLES OF INCORPORATION
OF
SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of the corporation shall be SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of the common areas of SIX MILE CREEK SUBDIVISION, to be established by JEAN-YVES CLERC, not individually, but solely as Trustee under the unrecorded Trust Agreement known as Land Trust No. I-88120, hereinafter called Developer, upon the following described property, situate, lying and being in Brevard County, Florida, to wit:

AS DESCRIBED IN THE RECORDED FLAT, OR PLATS, AS THE CASE MAY BE.

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Restrictions, which will be or which has been recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said common areas. The corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of common areas in accordance with the terms as may be defined in the Declaration of Restrictions.

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the maintenance and operation of the common areas as may be provided in the Declaration of Restrictions and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the common areas and in accomplishing the purposes set forth in the Declaration of Restrictions.

3. Maintaining, repairing, replacing, operating and managing the common areas of this subdivision and the property comprising same.

ARTICLE VI - LOCATION

The principal office of the corporation shall be located at 250 East Drive, Suite E, Melbourne, Florida 32904, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the By-Laws of the corporation. The members of the Board of Directors shall be elected as provided by the By-Laws of the corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January each year. The first annual meeting shall be held on or before the 31st day of August, 1990. The Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JEAN-YVES CLERC	250 East Drive, Suite E Melbourne, Florida 32904
NATALIE CLERC	250 East Drive, Suite E Melbourne, Florida 32904
CHARLES DOUBREAU	250 East Drive, Suite E Melbourne, Florida 32904

ARTICLE VIII - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the corporation shall be administered by the officers designated in the By-Laws of this corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the common areas and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director of the corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

JEAN-YVES CLERC President	250 East Drive, Suite E Melbourne, Florida 32904
NATALIE CLERC Vice President	250 East Drive, Suite E Melbourne, Florida 32904

CHARLES "BOUDREUX
Secretary/Treasurer

250 East Drive, Suite E
Melbourne, Florida 32904

ARTICLE IX - SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article VII above.

ARTICLE X - BY-LAWS

The original By-Laws of the corporation shall be adopted by the Board of Directors and thereafter, such By-Laws may be altered or rescinded by the Board in such manner as said By-Laws may provide.

ARTICLE XI - INDEMNIFICATION

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

ARTICLE XII - AMENDMENTS

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the directors, or by the members of the corporation owning a majority of the lots in the subdivision, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these articles being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days not later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the lots in the subdivision in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which the same are so

registered. At any meeting held to consider such amendment or amendments of these articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 31st day of Nov., 1989.

JY Clerc
JEAN-YVES CLERC
Natalie Clerc
NATALIE CLERC
Charles Boudreaux
CHARLES BOUDREAU

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FLORIDA

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, personally appeared JEAN-YVES CLERC, NATALIE CLERC and CHARLES BOUDREAU, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal on this 30th day of November, 1989 in the county and state last aforesaid.

Dennis J. ...
Notary Public

My commission expires:

CERTIFICATE OF REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Melbourne, County of Brevard, State of Florida, has named JAMES W. PEPPLES III, located at 505 North Orlando Avenue, P. O. Box 320757, Cocoa Beach, Florida 32932-0757, as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate, who hereby accepts to act in this capacity, and agrees to comply with the provisions of said act relative to keeping open said office.

JAMES W. PEPPLES III
Registered Agent

DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, LICENSE AND EASEMENTS
FOR SIX MILE CREEK SUBDIVISION, PHASE I

This Declaration is made and executed this 21st day of
May, 1989 by Jean-Yves Clerc not individually, but solely
as Trustee under unrecorded Trust Agreement known as Land Trust
No. I-88120 (The Declarant).

REGISTRATION FEE \$ 30.00
TRUST FUND \$ 15.50
REC. FEE \$ 21.00
INC. ST. F. _____
INT. TAX \$ _____
SER. CHG. \$ _____
Brevard County Florida
Check Credit Count

WITNESSETH

WHEREAS, the Declarant is the recorded owner of fee simple
title to certain real property situate in Brevard County,
Florida, which is more particularly described as Six Mile Creek
Subdivision, Unit I, recorded in Plat Book 35, Page 100,
Public Records of Brevard County, Florida (the "Subject
Property"); and

WHEREAS, Declarant desires to adopt a general and uniform
plan for the orderly development and improvement of the Subject
Property and for the maintenance of the 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 is part of and subject to the
restrictions, rules and regulations for the development, use and
maintenance of Capron Trace, the overall mixed use development
(the "Community") established by Duda Lands, Inc., (the
"Community Developer") pursuant to the Community Declaration
recorded in the Public Records of Brevard County at Plat Book
_____, Page _____.

NOW THEREFORE, Declarant 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.

ARTICLE ONE

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 Declarant pursuant to Article IV and
having the responsibilities set forth therein.

1.2 "Association" shall mean and refer to Six Mile
Creek Subdivision, Phase I Homeowners Association, a corporation
not for profit which Declarant shall cause to be formed and to
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

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Retention Lakes, including any recreational facilities thereon; and (d) to perform such other services as may be deemed desirable to benefit the owners all as hereinafter provided.

1.3 "Common Area" shall mean and refer to Tract A and Tract B, Tract C and Tract D the landscape and access easements 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 pursuant to Section 6.2.

1.4 "Community" shall mean and refer to Capron Trace, the overall mixed use development established by the Community Developer.

1.5 "Community Association" shall mean and refer to the master association to be established by the Community Developer pursuant to the Community Declaration.

1.6 "Community Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Capron Trace recorded in the Public Records of Brevard County at Page _____, Volume _____, and all amendments, modifications, and supplements thereto and as from time to time recorded in the Public Records of the County.

1.7 "Community Developer" shall mean and refer to Duda Lands, Inc. and its successors and assigns as limited and defined in the Community Declaration.

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 Six Mile Creek shall mean and refer to Six Mile Creek Subdivision, Phase I, the single family residential community planned for and developed on the Subject Property as reflected on the Plat.

1.10 "Declarant" shall mean and refer to Jean-Yves Clerc Trustee and its successors and assigns by purchase of all or substantially all of the Subject Property and assumption of the obligations for the development as determined by Governmental Regulations and this Declaration of the Subject Property, or Declarant's successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets.

1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Easements, License and Reservations for Six Mile Creek Subdivision, Phase I and all amendments, modifications and supplements thereto as are from time to time recorded among the Public Records of the County.

1.12 "Governmental Regulations" shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Subject Property or any improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.13 "Lake Lots" shall mean and refer to all of the Lots in Block A, excluding Lots 1 through 9, and all of the Lots in Block B excluding Lots 1, 19 through 34.

1.14 "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 Tract A, B, C and D which numbered plot of land is intended to be a building site for a residence.

1.15 "Maintenance Fund" shall mean and refer to a fund composed of the total revenues received by the Association from the Regular assessments, Special assessments, Individual assessments and Lake Lot assessments levied by the Association pursuant to Article VII hereof.

1.16 "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.

1.17 "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 a part of the Subject Property including the Declarant, 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.

1.18 "Plat" shall mean and refer to the plat of Six Mile Creek Subdivision, Phase I as recorded in Plat Book _____, Pages _____ thru _____, inclusive, Public Records of the County.

1.19 "Person" shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.20 "Subject Property" shall mean and refer to all lands including within and comprising Six Mile Creek, as hereinabove described on Page 1 of this Declaration, on Exhibit "A", and also described and depicted on the Plat with the exception of and such additional lands adjacent and/or contiguous to the Subject Property nor or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

1.21 "Surface Water Management System" shall mean and refer to the land, easements, and areas designated on the Plat as Tract B Murrell Road Retention, Block A Retention Lake, Block B Retention Lake and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of Six Mile Creek as reflected on the plans therefor on file with and approved by the County and the St. Johns River Water Management District.

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 situate 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 resubdivided, replatted or divided without the prior written consent of Declarant or the Association, as successor to the Declarant.

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 or Six Mile Creek.

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 Declarant or 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 nonmotorized 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 granted written approval by the Board of Directors of the Association or such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates, are in daily use as motor vehicles on the streets and highways of the State of Florida, and which do not exceed one-half (1/2) ton capacity are excepted herefrom 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 2.6(f) shall be grounds for relief of any kind.

(c) All garage doors shall be maintained in operable condition and remain closed, except when ingress, egress or garage area is in use.

2.6 Maintenance. Each Lot and all improvements, including landscaping 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, 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 things and objects from the Lot, and to do any other things and perform and furnish any labor necessary or desirable 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 Declarant reserves the right to 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 and Garbage Containers and Collection. No garbage, trash containers and their storage areas shall be visible from the street, 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 or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal 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 heater, 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 of any type or kind shall be conducted on any Lot.

2.11 Laundry & 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. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (1987).

2.12 Basketball Equipment. No basketball hoops or backboards shall be located or attached to the dwelling or garage unless approved in writing by the ARC.

2.13 Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies 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 any 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 therefrom.

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 inches (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 a Lot

provided, however, such sign is first approved by the ARC. Notwithstanding the foregoing provisions of this section, the Declarant specifically reserves 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 the Subject Property.

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 Six Mile Creek 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 therefor. 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 Plat over his Lot.

2.17 Declarant's Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owner's nor the Association's use of the Subject Property shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Subject Property and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

ARTICLE III

REGULATION OF IMPROVEMENTS

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 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;

(i) be in accordance with certain planning and design criteria, and

(ii) be approved prior to the commencement of construction by the Community Residential Review Committee.

3.3 Construction. The construction of all residential dwellings and other improvements on all Lots must be performed by such 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.

3.4 Construction Time. Upon commencement of construction, such construction shall be prosecuted diligently, continuously

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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. However, the ARC shall have the power and authority to extend the period permitted for 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.

3.5. Grades. Declarant 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.

3.6 Character of Homes.

(a) Minimum Square Footage and Height. No dwelling shall have a square foot of living area of less than Twelve Hundred Ninety (1,290) 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. All garage doors must be wood or steel. The garage doors are to have woodgrain and/or raised panel exterior finish. 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 and all boat houses, shall be pitched. No flat roofs shall be permitted without the approval of the ARC. 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 Twenty (220) pounds and the roofs may be constructed of either clay, tile, cement tile, slate, standing seam copper, cedar shake shingle, fiberglass, asbestos shingle or asphalt construction, or other materials approved by the ARC. All roof colors must be approved by the ARC.

(d) Roof Structures. No antennas, other aerial devices, 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 the

residential dwelling shall be suitably screened from the view of street and road rights-of-way and 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 door 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 to not 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.

3.7 Fences, Walls and Hedges.

There shall be no fences permitted on a Lot within the Development 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:

(i) "Split rail" and "log rail" fences are

subject to approval by the ARC. All wood fences shall remain unpainted to ensure a uniform weathering color.

(ii) "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 remain unpainted to ensure a uniform weathering color unless approved by ARC. Provided, however, a "stockade" fence is not permitted on Lots 11 through 27, Block A and Lots 2 through 18, Block B and 36 through 42, Block B.

(iii) The erection of "chain link" or other metal

type fences is specifically and permanently prohibited. However, non climbing mesh may be attached to log rail and split rail fences after written approval by ARC.

(b) Height, Perimeter and Location.

Fences, not in excess of six feet (6') in height, may be installed around the perimeter of a Lot, provided that no fence may be constructed forward of the rear house line.

(c) Landscape Buffers.

Landscape buffers may be required on the outside of any privacy fences and walls by the ARC in its sole discretion.

(d) 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

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landscapè buffers shall be maintained in good condition by the Owner.

3.8 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 as provided in Section 3.6(a)(iii).

3.9 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, excluding model homes while used as such. All exterior lighting shall be approved by the ARC.

3.10 Mailboxes and other Delivery Boxes. The Declarant reserves the right to require that all street mailboxes shall be of one particular type or design specified by the Declarant so long as such designated type or design meets the rules and regulations of the United States Post Office Department. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries shall be inconspicuously attached to the main dwelling.

3.11 Sidewalk Installation. It shall be a requirement that sidewalks, as approved by the County, be installed and constructed as a part of each Lot. Each Lot Owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the Lot or at the time of construction of the residence dwelling, whichever time or event first occurs. If any violation of this section shall occur, then Declarant shall have the right, without notice to the Lot Owner, to cause said sidewalk to be constructed at the sole cost and expense of the Lot Owner and the expenses shall include construction costs plus twenty (20%) percent as and for contracting supervision and other related costs of Declarant.

3.12 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 ornamentals, for the purposes of beautifying said Lot; but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

3.13 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. The landscape of each Lot shall include, at a minimum, three (3) trees planted in the front yard. The trees shall be any combination of the following types: red maple, laurel oak, sweet magnolia, southern magnolia, palm trees or drake elm. Thereafter no trees shall be removed from any Lot without the prior written consent of the ARC. As used herein the term "trees" shall mean and be defined as any tree eight (8) feet in height or greater in height.

(b) Sod. All Lots shall have entire sodded front, side and rear lawns of Floratam sod, Bahia sod or such substitute

sod as approved by the ARC, except in approved landscape areas as submitted on the landscape plan.

(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) Owners Expense. The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, within thirty (30) days of the time construction of a dwelling is completed, as evidenced by the issuance of a Certificate of Occupancy, the Owner has not installed landscaping, the Declarant 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.

3.14. 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 properly appropriately screened; (c) permanent outdoor safety light poles located and installed as approved by the ARC.

3.15 Cable Television System. The Declarant reserves the rights to require each single family residential dwelling constructed on any Lot shall be wired to receive and accept cable television service and shall have an individual cable television system compatible with and connected to the Six Mile Creek community antenna cable television system which has been or is to be installed throughout Six Mile Creek. The plans and specifications for each single family residential dwelling within which are submitted to the ARC for its review and approval shall include plans and specifications of such individual cable television system. Such individual cable television system must be compatible with the Six Mile Creek central cable television system, the installation of which system shall be subject to the limitations set forth in Section 9.2. The cost, or the installation and maintenance of the individual cable television system for each single family residential dwelling on any Lot and the connection thereof to the Six Mile Creek central cable television system shall be borne by the Owner of each Lot. It is expressly provided, however, that notwithstanding any ARC approval of the plans and specifications therefor, neither the Declarant, the Association nor the ARC shall have any responsibility or liability to anyone whomsoever or whatsoever, including, without limitation, any Owner, for any failure, deficiency or malfunction of any individual cable television system or the Six Mile Creek central cable television system.

3.16 Setbacks.

(a) Building Location. No structure shall be placed on any Lot closer than twenty-five (25) feet to the front lot line, nor closer than twenty (20) feet to the rear lot line, nor closer than seven and one-half (7-1/2) feet to one side lot line and ten (10) 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.

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(b) Swimming Pool Location. A swimming pool or its patio, deck and enclosure may be constructed to within five (5) 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 Declarant or the ARC may approve in writing an alteration of the rear swimming pool set backs as long as such alterations do not conflict with Brevard County regulations or any other governmental regulations.

(c) Outbuildings 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, and shall be 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 Regulations of the County.

3.17 Temporary Structures and Outbuildings. No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required by Section 3.6(b) hereof) barn or other outbuilding shall be maintained or used on any Lot any time for any purpose; provided, however

(a) That greenhouses, gardenhouses, playhouses, treehouses, tool sheds and bathhouses shall be permitted hereunder, provided plans for the same are approved in advance in writing by the ARC.

(b) That Declarant reserves, for itself, and any homebuilders within the Property, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

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 the Declarant or its authorized representative or representatives until the last Lot in Six Mile Creek is sold by Declarant. Upon the sale of the last Lot by Declarant the ARC Committee shall consist of three (3) persons appointed by the Class A members of the Association. Provided, however, that the Declarant shall be reinstated as the ARC upon annexation to the Subject Property of any additional residential property located adjacent to the Subject Property and subject to further cessation in accordance with the limitations in this Section 4.1.

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, the plot plan showing the proposed location of each dwelling upon said Lot, and the plan including the landscape plan and 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 Specifications. 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 and specifications including a description of any proposed new use) thereof shall have been submitted to any approved in writing by the ARC. Such plans and specifications shall be submitted in two duplicate 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.

4.6 Community Residential Review Committee. Prior to construction, plans and specifications for all buildings, structures or other improvements shall be reviewed and approved by the Community Residential Review Committee in accordance with criteria and procedures established under the Community Declaration and other related documents.

ARTICLE V

THE ASSOCIATION

5.1 Organization. The Declarant shall cause the Association to 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 lake 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 the 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 the 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 Members of the Association and on all other matters submitted to a vote of the Members of the Association, there shall be two classes of voting memberships:

(a) Class A: Class A Members shall be all Members other than Class B Members. Class A 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 unit. 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 interest in said Lot as to who will exercise the vote for the units 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.

(b) Class B: Class B Members shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and become converted to Class A membership when Declarant sells all Lots it owns, provided, however, that the Class B membership shall be reinstated upon annexation to the Subject Property of any additional residential property and/or Common Area located adjacent to the Subject Property, but subject to further cessation in accordance with the limitations set forth in Section 5.4(b).

(c) 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 Incorporation and By-Laws of the Association be deemed to be owned by the Declarant.

5.5 Approval by Both Class A and Class B Members. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the passage of any vote of the membership shall require two-thirds (2/3) of the votes of both Class A and Class B membership.

5.6 Percentage of Board of Directors Elected by Each Class. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the Class A Members shall be entitled to elect twenty percent (20%) of the total number of directors on the Board of Directors and the Class B Members shall be entitled to elect eighty percent (80%).

5.7 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 or the Articles of Incorporation and By-Laws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total 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:

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(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.

5.8. 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) Tract A, B, C and D (c) and Landscape Easements, and (d) Block A Retention Lake and Block B Retention Lake. The Board of Directors shall review these limits once each year, but in no event shall such insurance be less than Two million dollars (\$2,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits shall also be obtained in an amount not less than three million dollars (\$3,000,000).

The policy described in this Section 5.8 shall provide that:

(a) The Declarant shall be named as an additional insured under the policy. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Section 5.8(a) shall not be deemed to protect or to be for the benefit of any general contractor engaged by the Declarant.

(b) The policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice to the Association and the Declarant.

(c) In the event the Association fails to maintain the insurance policy provided for in this Section 5.8, Declarant 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 the payment of the premium on behalf of the Association for the payment of which Declarant shall be reimbursed.

(d) 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 5.8 of this Declaration, assess any deductible amount necessitated by the negligence, misuse or neglect of Owner against that Owner.

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

5.9 Maintenance Agreement. For the purpose of the Association providing the required maintenance pursuant to the terms of this 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 Six Mile Creek. Terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

5.10 Membership in The Community Association. Every Owner shall be deemed to have membership in the Community Association with the rights and obligations of such membership as set forth

in the Community Declaration." The Owners of Lots in Six Mile Creek shall be represented at meetings of the Community Association by the Senior Elected Officer of the Association 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 Six Mile Creek.

5.11 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

COMMON AREA

6.1 Conveyance. The Declarant 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 Six Mile Creek. 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 Declarant owns any Lot, Declarant 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 Declarant 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 regulations 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 Declarant, 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 by Declarant pursuant to Section 10.9 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 Declarant 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 Declarant reserves the right to construct or make such improvements as the Declarant determines to the Common Area, provided the improvements are for the purposes specified in this Declaration. The right of the Declarant herein reserved shall entitle Declarant, but not obligate Declarant, 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 Declarant 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 this Declaration. The Declarant's rights to construct facilities or make other improvements to the Common Area as provided in this paragraph shall terminate upon the sale of the last Lot in the subdivision.

6.4 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 right 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 each class 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 this 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 assessment may constitute a lien against the Lot of said Owner or Owners that may be enforced in the manner set forth in Section 7.10 hereto.

6.5 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.

ARTICLE VII

COVENANT FOR ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subject Property, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, 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, (c) Individual assessments, and (d) the Lake Lot assessments, where applicable, all such assessments to be established and collected as provided 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 such time as the Declarant is the Owner of an unimproved lot, the Declarant shall make proportionate payment of any assessments hereunder.

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, Landscape, and Pedestrian Access Easements and the Retention Lakes.

(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:

(i) Those incurred in connection with the maintenance, protection and improvement of the Common Area, including without limitation, landscaping, irrigation, signage, fence or wall.

(ii) 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.

(iii) 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.

(iv) Those incurred for the payment of real and personal property taxes and assessments for any property owned by the Association.

(v) Those incurred for the maintenance of adequate casualty and liability insurance on the Common Area and Retention Lakes, and for director and officer liability insurance.

(vi) 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 or benefit of the Association and the Owners of the Subject Property.

(vii) Those incurred for payment of the annual assessments levied and billed by the Community Association as provided for in the Community Declaration.

(viii) Those incurred for doing any other thing necessary or desirable which in the judgement of the Association may be of general benefit to the Owners of Lots within the Subject Property.

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 \$100.00 per Lot:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without 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-thirds (2/3) of each class 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 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 Lake Lot Assessments. In addition to the regular Annual Assessments described in Section 6.3 the Owners of the Lake Lots shall pay an annual Lake Lot assessment of \$25.00. This Lake Lot assessment may be increased according to the same limitations and procedures as those for regular Annual assessments set forth in Section 7.3. The Lake Lot assessments shall be paid to the Association and become a part of the Maintenance Fund to be used for the expenditures related to the maintenance, preservation and improvement of the Retention Lakes.

7.6 Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 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.

7.7 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 Declarant, as the Class B member, shall not be obligated to pay annual assessments, but shall be obligated to pay the amount of Common Expenses incurred and not produced by the annual assessments collectible from Class A members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as Common Expenses. Declarant, at its option, may elect to pay annual assessments for Lots Declarant owns rather than subsidize the Association as set forth above.

7.8 Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner by Declarant. The first Annual Assessment shall be adjusted 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 Lot at least thirty (30) days 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 a 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 of its issuance.

7.9 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect against a particular Lot and the Owner of such Lot an Individual Lot assessment for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner of 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 noncompliance 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 of or noncompliance with this Declaration, to cure or remedy such violation or noncompliance;

(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 materials which benefit a particular Lot or the 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; and

(d) Reasonable overhead expenses of the Association associated with any Individual Lot assessment levied and collected pursuant to this Section 7.9, 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 7.9.

7.10 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date 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 include only assessments which are payable and due when the said Claim of Lien is recorded, and 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 attorney's fees, incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover said additional costs and advances. 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 of the property 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.

7.11 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.

7.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to all liens securing 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 lienholder 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 lienholder, 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 lienholder 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 any foreclosure.

ARTICLE VIII

EASEMENTS, LICENSE, RESTRICTIONS ON LAKES

8.1 Construction of Lakes. Declarant is constructing or has constructed two private Lakes on the Subject Property, designated on the Final Plat as Retention Lake Block A consisting of 1.9 acres of land more or less and Retention Lake Block B consisting of 3.5 Acres of land more or less ("The Lakes"). Declarant has constructed Retention Lakes, (a) as an essential element of the Storm Water Management System for Six Mile Creek as required by the County and St. Johns Water Management District, and (b) for the recreation and enjoyment of those Owners of the Lake Lots.

8.2 Ownership of Lakes. Pursuant to the Plat filed of record with the County, each of the Lake Lots include fee simple title to a portion of Retention Lake Block A and Retention Lake Block B respectively.

8.3 Grant of License Upon Conveyance of Lake Lot. The Declarant, pursuant to the provisions of this Declaration shall be deemed to have granted to each Owner of a Lake Lot along with the conveyance of each Lake Lot, a non-exclusive license to use all parts of the respective Lake to which the Owner's Lake Lot is contiguous for recreation purposes subject to the conditions, reservations and restrictions provided in this Article VIII.

8.4 Non-exclusive License. The license to use the Lakes hereby granted is a non-exclusive license and is limited to

reasonable use of the Lakes for recreation purposes by those Owners who now or hereafter regularly reside on the above described Lake Lots, their families, invitees, and tenants. The license hereby granted to a Lake Lot Owner is limited to the use of the Lake to which an Owner's Lot is contiguous.

8.5 Grant of License to Owners. Declarant has previously or will sell and convey the Lake Lots all of which abut and are contiguous to said Lakes and grant similar licenses to all Owners of said parcels. Declarant does hereby reserve for itself, its successors and assigns and for the benefit of all of the Owners of said parcels the right to use each of the entire Lakes respectively according to the terms and conditions of this license. The Declarant reserves the right to grant a similar license to use each of the entire Lakes subject to the terms and conditions set forth in this license to any person or persons to whom Declarant may convey any of said Lots which abut either of the Lakes respectively.

To the extent that Declarant now has or hereafter acquires the right to use those parts of either of the Lakes now or hereafter located on Lots owned by other parties, and now has or hereafter acquires the right and power to extend or grant such right to use to others, this license to use shall extend to such parts of the Lake now or hereafter located on real property owned by other parties.

8.6 Limitation on Use. Each owner and any other persons and their guests entitled to use of the Lakes under the terms of the license hereby granted shall not use such Lake or carry on any activity on such Lake that will detract from, impair or interfere in any way with the use or enjoyment (including aesthetic enjoyment) of such Lake by Declarant, the other Owners, their heirs or assigns, or any other person now or hereafter licensed to use such Lake, or that will detract from, impair or interfere in anyway with the value, use enjoyment (including aesthetic enjoyment of any property that now or hereafter abuts such Lake. Declarant and/or the Association shall have the right to prohibit any use of such Lake which, in the opinion of Declarant and/or the Association, is in violation of the foregoing restriction.

8.7 Docks and Other Structures. No dock, walkway, ramp, wall, piling, float or other structure shall be erected, constructed, installed, maintained, altered, changed or relocated on, in or over the Lakes, unless the ARC consents to such dock, walkway, ramp, piling, float or other structure, and unless in accordance with plans approved in writing by the ARC.

8.8 Chains, Cables. No cable, chain or other device that interferes with the free passage of boats on and across the Lakes shall be installed or maintained by any Owner.

8.9 Motors. No gasoline motors or other internal combustion engines of any nature whatsoever shall be used on the Lakes.

8.10 Dumping. No dirt, sand, fill, debris, rubbish, sewage, goods, chattels, chemicals or other materials shall be dumped, drained or deposited in or on the Lakes by any Owner or by any other person using the Lakes under the terms of the license hereby granted.

8.11 Commercial Activity. The Lakes shall not be used in any way for commercial purposes; provided, however, that the Declarant may use the Lakes in promoting the sale and development of Lots on the Subject Property owned by Declarant; and, provided, that this restriction shall not prohibit the use of the Lakes in the entertainment of guests, who are also customers or clients of the Declarant or any other persons entitled to use the Lakes.

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8.12 Construction of Lake. Each Owner, his heirs and assigns, and any other persons who use the Lakes under the terms of the license hereby granted shall not interfere in any way with the work of Declarant or its officers, employees, contractors and subcontractors, in the construction and development of the Lakes.

8.13 Exculpation from Liability and Responsibility for Maintenance. Declarant shall not be responsible for the continued maintenance of the Lakes or the littoral zone plantings or for any loss or damage to the Owners, their heirs or assigns, for any failure to maintain the Lakes or the littoral zone plantings. Each Lake Lot Owner shall be responsible for maintenance of the entire Lot including the portion to the edge of the water. Said Retention Lakes and the littoral zone plantings are an integral part of the Surface Water Management System for Six Mile Creek. They are private, not public. Said Lakes have not been and shall and will not be dedicated to or accepted or maintained by any governmental authority, including the County. As hereinabove provided in Article IX, it is contemplated that easements for the Surface Water Management System have heretofore been or shall hereafter be granted and conveyed by the Declarant to the Association. Following such conveyance the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System within Six Mile Creek. Accordingly, each owner of a Lot in Six Mile Creek, by the acceptance of a deed or other conveyance to his Lot shall be deemed to have agreed that neither the Declarant, the Community Developer, the County nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System for Six Mile Creek and the Retention Lakes and their littoral planting zones, and each such Owner of a Lot in Six Mile Creek shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

8.14 Exculpation from Liability and Responsibility for Damages.

(a) Each Owner and his successors and assigns shall be responsible for the conduct of all persons who use the Lakes under terms of the license hereby granted and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) Neither the Declarant nor the Community Developer shall be responsible for any loss or damage to any Owner, his heirs or assigns, or any other person who uses the Lakes under the terms of this license due to any act or omission or any contractor or subcontractor employed by them, or either of them, for the construction and development, enlargement, or maintenance of the Lakes, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Lakes under any other license heretofore or hereafter granted by the Declarant to use the Lakes, or due to any act or omission of any other person or persons using the Lakes without license or other authorization.

(c) Use of the Lakes by an Owner, his heirs or assigns, or any person who occupies the above described property owned by the Owner or the guests of such person, shall be at the risk of the user and neither the Declarant nor the Community Developer shall be responsible for any loss or damages to such user or any other person resulting from such use. Each Owner, by acceptance of license, agrees for himself and his heirs and

assigns to indemnify and save Declarant and the Community Developer, its successors and assigns harmless from any claim of loss or damages resulting from the use of the Lakes by an Owner, his heirs or assigns, such persons who occupy Owner's property, or the guests of such persons.

8.15. Enforcement. The foregoing terms, conditions, reservations and restrictions shall be enforced by the Association.

8.16 License Appurtenant to Lake Lots. The license herein granted shall be an appurtenance and shall not be separated from ownership of said Lake Lots. No Owner, his heirs and assigns shall convey or transfer this license, or otherwise transfer any rights under this license except in connection with the conveyance or lease of said Lot.

8.17 Owner's Covenant: An Owner by the purchase of a Lake Lot accepts this license, agrees for himself and his heirs and assigns that the terms, reservations and restrictions set forth herein regarding use of the Lakes shall apply to the portion of the Lakes now or hereafter located on the Owner's respective Lot and that the terms, conditions, reservations, and restrictions set herein shall be binding upon the Owner and his heirs and assigns.

ARTICLE IX

RESERVATIONS AND EASEMENTS

9.1 Reservation of Easements on Plats. The Declarant, on behalf of itself and for the benefit, where so stated 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 as utility easements 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 Section 9.2. No structure shall be erected on any of said easements, and no improvements may be placed within said easements without the written approval of the ARC and any utility company using such easements. Neither the easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the Declarant to maintain such easements or to install or maintain utilities or any drainage in or under such easements.

9.2 Reservation of Right to Consent to Construction. Declarant reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone lines and conduits, water, gas, storm drainage, sewer and pipes and conduits and any other public utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and/or upon any and all streets and way, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut. The Declarant on behalf of itself and for the benefit where so stated of the County, the Association, All the Owners and also for the benefit of the Subject Property reserves the right to grant consent for the construction, operation and maintenance of all said utility and service lines and systems referred to in Section 9.1.

Provided, however, that the right to grant consent for the installation, operation and maintenance of the cable television shall be subject to the limitations set forth in the Declaration of Easements and Development Covenants and Restrictions recorded on December 22, 1988, Official Records of the County at Vol. 2970, Page 0948FF. REC. The Community Developer, in said Declaration of

Easements and Development Covenants and Restrictions has reserved for itself the exclusive right for a period of one (1) year commencing on December 20, 1988, to select a franchise and negotiate agreements with cable television services to service the Subject Property with cable television. Thereafter, the Community Developer shall have the non-exclusive right to install, operate and maintain cable television and communication services to the residential units. Owners shall install and maintain individual cable television systems in each single family residential dwelling as provided in Section 3.15.

9.3 Drainage Easements. There is hereby created, declared and reserved for the benefit of Declarant, 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 created 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, Declarant, for the benefit of itself, 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 Management System for Six Mile Creek as approved by the County and the St. Johns River Water Management District, and any replacement or substitute permits issued by 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.

9.4 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 for the purpose of undertaking emergency maintenance and repairs 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.

9.5 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 Declarant 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 ponds, creeks, lakes or other 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.

9.6 Wall and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of the Declarant and the Association an easement over and upon all Wall 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 Declarant or the Association.

9.7 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 Section 9.3 of this Declaration for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the Surface Water Management System.

9.8 Future Easements. There is hereby reserved to the Declarant 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 Association, 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 Declarant, for the future orderly development of Six Mile Creek in accordance with the objects and purposes set forth in this Declaration. Provided, however, any easement created on the Subject Property pursuant to this Section 9.8 may only be located within easements heretofore or herein established of 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 by this Section 9.8 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 Six Mile Creek 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 Declarant 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 X

GENERAL COVENANTS AND RESTRICTIONS

10.1 Laws and Ordinances of the State of Florida. The laws

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and ordinances of the State of Florida and Brevard County, 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.

10.2 Rules and Regulations. In addition to the foregoing restrictions on the use of the Lots and the Common Area, and the Landscape, 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 and binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or used such Owners. Copies of the regulations and amendments thereto shall be furnished by the Association to all Owners.

10.3 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 Declarant, the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that a duration of forth (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 restrictions in whole or in 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.

10.4 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, addressed to the 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 or two Owners 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 also be 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.

10.5 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 provision 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 Declarant, 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 or 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.

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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.

10.7 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.

10.8 Amendment.

(a) Amendment by Declarant. Subject to the provisions of Section 10.8(d) of this Declaration until ten (10) years from the date of the recording of this Declaration may be changed, amended or modified from time to time by the Declarant in its sole; but reasonable discretion, and without requiring the joinder or consent of any person or party whomsoever, including the Association or any Owner or Owners.

(b) Amendment by Association. Subject to the provisions of Section 10.8(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent of the vote of not less than seventy-five (75) percent of the total voting power of the members of the Association; provided, however, that no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent for a period of ten (10) years from the date of the Recording of this Declaration.

(c) 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 as hereinabove provided in Section 10.9(d), 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.

(d) Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and 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:

(i) 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.

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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.

(iii) 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 Declarant, the Association or to the County, respectively, without the prior written approval of the Declarant, the Association or the County, as the case may be, and any attempt to do so shall be void and of no force and effect.

(iv) 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 5.8.

(v) 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.

(vi) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this article X related to the granting of the license to use the Lake Lots and the indemnification of the Declarant and the Community Developer by the Lake Lot Owners and the Association for any damages arising out of the construction, use and maintenance of the Retention Lakes without the prior written consent and joinder of the Declarant.

(vii) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify eliminate or delete the provisions of this Section 10.8(d)(7) without the prior written consent and joinder of the Declarant.

(viii) 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.

10.9 Annexation. Additional, contiguous land now or hereafter owned by Declarant, its successors or assigns, may be added or annexed to the Subject Property. Any portion of the Subject Property may be made subject to the terms hereof by the Declarant, its successors or assigns, without the consent of Owners at any time or from time to time by the recording in the official records of the County of any instrument expressly stating an intention to so annex such additional land. Such additional land which may be added or annexed shall become subject to the annual assessment existing at the time of such addition or annexation.

10.10 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.

10.11 Ratification, Confirmation and Approval of Agreements OFF. REC. fact that some or all of the officers, trustees,

members or employees of the Association and the Declarant may be identical, and the fact that the Declarant 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 therefor 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.

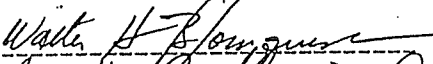

10.12 Conflict with Deeds of Conveyance. If any one of the covenants, conditions or restrictions contained in this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Subject Property, the covenants, conditions, or restrictions within the prior deed of conveyance shall control and be superior and supersede the covenants, conditions or restrictions within this Declaration to the extent of such conflict by no greater.

10.13 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 any 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, provisions, 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.

10.14 Assignment of Declarant's Rights and Interests. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by Jean-Yves Clerc not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120.

Signed, Sealed and Delivered
in the Presence of: ✓


Walter H. Thompson

Jean-Yves Clerc Trustee
Declarant

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jean-Yves Clerc, known to me to be the individual described in and who executed the foregoing instrument as The Trustee of the above named Land Trust Agreement and acknowledged to and before me that he executed such instrument as Trustee of said Land Trust Agreement.

OFF. REC.

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PAGE

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WITNESS my hand and official seal this 24th day of May, 1989.

Maurice A. Dasso
Notary Public
Notary Public, State of Florida
My Commission Expires April 13, 1992
Bonded Thru Troy Fair - Insurance # 1421111111

The Community Developer hereby approves this Declaration as fulfillment of Declarant's Obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions Recorded at Vol. 2970 Page 0948 of the Brevard County Public Records.

IN WITNESS WHEREOF, the Community Developer has approved this Declaration as of the 24th day of May, 1989.

Signed, Sealed and Delivered in the Presence of:

Community Developer
Duda Lands, Inc.

Maurice A. Dasso

By: Perry J. Reader

STATE OF FLORIDA
COUNTY OF Brevard

This foregoing instrument was acknowledged before me this 24th day of May, 1989 by PERRY J. READER, as VICE-PRESIDENT of Duda Lands, Inc., a Florida Corporation, on behalf of the Corporation.

Molly Simmons
Notary Public

823438

90 APR 18 AM 9:10

This instrument prepared by
JAMES W. PEEPLES III, ESQ.
GRAY, HARRIS, ROBINSON,
KIRSCHENBAUM & PEEPLES, P.A.
P. O. Box 320757
Cocoa Beach, Florida 32932-0757

H.F.S.	_____	# NAMES	2
TRUST FUND	3.00	REQUIREMENT AS	
REG. FEE \$	21.00	PERMITTED THE CLASS	
IMP. ST. \$	_____	OF RECORDABLE & FOG	
IMP. TAX \$	_____	RECORDABLE & FOG	
SER. CHG. \$	_____	RECORDABLE & FOG	
REFUND \$	7.00	RECORDABLE & FOG	

CLERK CIRCUIT COURT
BREVARD CO., FLORIDA

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
LICENSE AND EASEMENTS FOR
SIX MILE CREEK SUBDIVISION, PHASE I

THIS FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDI-
TIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS for SIX
MILE CREEK SUBDIVISION, PHASE I (this "Amendment"), made this 13th
day of February 1990, by JEAN-YVES CLERC, not individually, but
solely as Trustee (the "Developer") under an unrecorded Trust
Agreement known as Land Trust No. I-88120.

W I T N E S S E T H :

WHEREAS, Developer is the Developer under that certain
Declarations of Covenants, Conditions, Restrictions, Reserva-
tions, License and Easements for SIX MILE CREEK SUBDIVISION,
PHASE I, dated May 24, 1989 and recorded June 7, 1989 in Official
Records Book 3000, Page 1479, Public Records of Brevard County,
Florida (the "Initial Declaration"); and

WHEREAS, Developer desires to supplement and amend the
Initial Declaration as hereinafter set forth.

NOW, THEREFORE, the Developer hereby declares that:

1. The Recitals mentioned above are true and correct and form a material part of this Amendment.
2. All capitalized terms used herein, unless specifically otherwise defined herein, shall have the meanings assigned to such terms in the Initial Declaration.
3. The name of the Initial Declaration is hereby deleted and the following is substituted therefor: "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION."
4. The first "WHEREAS" clause appearing on Page 1 is hereby deleted in its entirety and the following is substituted therefor:

WHEREAS, the Declarant is the record owner of fee simple title to certain real property situate in Brevard County, Florida, which is more particularly described as SIX MILE CREEK SUBDIVISION - PHASE I, recorded in Plat Book 35, Page 100, and SIX MILE CREEK SUBDIVISION - PHASE II, recorded in Plat Book 36, Page 93, Public Records of Brevard County, Florida (the "Subject Property").

5. Pursuant to Article 10.9, Declarant hereby adds the property described in Exhibit "A", attached hereto, and also described as SIX MILE CREEK SUBDIVISION - PHASE II, as recorded in Plat Book 36, Page 93, Public Records of Brevard County, Florida, to the Subject Property. SIX MILE CREEK SUBDIVISION - PHASE II shall be bound by the Initial Declaration, as amended and supplemented.

OFF. REC.

PAGE

6. Article 1.2 on Pages 1 and 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.2 "Association" shall mean and refer to SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which Declarant shall cause to be formed and to 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 the 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 Easement, Pedestrian Access Easement and Retention Lakes, including any recreational facilities thereon; and (d) to perform such other services as may be deemed desirable to benefit the owners all as hereinafter provided.

7. Article 1.3 on Page 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.3 "Common Area" shall mean and refer to Tracts A, B, C, and D of Plat of PHASE I, and the landscape and access easements designated on the Plats for the common use and enjoyment of the Owners and such other property or easements conveyed or dedicated to The Association pursuant to Section 6.2.

8. Article 1.9 on Page 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.9 "Six Mile Creek" shall mean and refer to SIX MILE CREEK SUBDIVISION, the single-family residential community planned for and developed on the Subject Property as reflected on the Plats.

9. Article 1.11 on Page 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Easement, License and Reservations for SIX MILE CREEK SUBDIVISION, and all amendments, modifications and supplements thereto as are from time to time recorded among the Public Records of Brevard County, Florida.

10. Article 1.13 on Page 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.13 "Lake Lots" shall mean and refer to all of the Lots in Block A, excluding Lots 1 through 9, and all of the Lots in Block B, excluding Lots 1 and 19 through 35, all in SIX MILE CREEK SUBDIVISION - PHASE I, and

including Lots 27 through 35, Block A, and Lots 1 through 29, Block B, all in SIX MILE CREEK SUBDIVISION - PHASE II.

11. Article 1.4 on Page 2 is hereby deleted in its entirety, and the following is substituted therefor:

1.4 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded Plats of the Subject Property, which numbered plot of land is intended to be a building site for a residence, with the exception of the Common Area and Tracts A, B, C, D of Plat of PHASE I and Tracts E and F of Plat of PHASE II.

12. Article 1.18 on Page 3 is hereby deleted in its entirety, and the following is substituted therefor:

1.18 "Plat or Plats" shall mean and refer to the plats of SIX MILE CREEK SUBDIVISION, which are recorded in Plat Book 35, Page 100, Public Records of Brevard County, Florida ("Plat of PHASE I") and Plat Book 36, Page 93, Public Records of Brevard County, Florida ("Plat of PHASE II").

13. Article 1.20 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.20 "Subject Property" shall mean and refer to all lands included within and comprising SIX MILE CREEK, as described above, on Exhibit "A" to the Initial Declaration, and also as described and depicted on the Plat of PHASE I, and also the property described in Exhibit "A" to First Amendment to the Declaration, as also described in Plat of PHASE II, with the exception of any such additional lands adjacent and/or contiguous to the Subject Property now or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

14. Article 1.21 on Page 3 is hereby deleted in its entirety, and the following is substituted therefor:

1.21 "Surface Water Management System" shall mean and refer to the land, easements and areas designated on the Plat as Tract B, Murrell Road Retention, Block A Retention Lake, Block B Retention Lake and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of SIX MILE CREEK as reflected on the plans therefor on file with and approved by Brevard County and the St. Johns River Water Management District.

15. Article 3.7(a)(ii) on Page 8 is hereby amended as follows: the following phrase is hereby added to the end of the paragraph:

", Plat of PHASE I."

IN WITNESS WHEREOF, the Developer has caused these presents

to be executed in its name by its proper officer and its corporate seal to be affixed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

Paul S. [Signature]

Jean-Yves Clerc
JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120.

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, personally appeared JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120, who after being first duly sworn, acknowledged before me that he executed the foregoing instrument for the reasons and purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid on this 3rd day of January, 1990.
February

Deane M. Holm
Notary Public

commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 25, 1992
Bonded By American Fire & Casualty Company



EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 26 SOUTH;
RANGE 36 EAST, BREVARD COUNTY, FLORIDA,

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF MURRELL ROAD, A 120.00 FOOT WIDE RIGHT-OF-WAY, WITH THE CENTERLINE OF OLD GLORY BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF "INDIAN RIVER COLONY CLUB, P.U.D., PHASE 1, UNIT 1", AS RECORDED IN PLAT BOOK 34, PAGES 31 AND 32 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S67° 58'48"W, ALONG A WESTERLY EXTENSION OF SAID CENTERLINE, A DISTANCE OF 120.0 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MURRELL ROAD, THENCE S22° 00'00"E, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S68° 00'00"W, A DISTANCE OF 30 FEET; THENCE S67° 58'48"W, A DISTANCE OF 1149.76 FEET; TO A POINT OF BEGINNING; THENCE S88°22'15"W, A DISTANCE OF 1252.47 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 70220-2408, SHEET 3 OF 10, PROJECT NUMBER 1-95-3(8) 177; THENCE N14°33'28"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1228.55 FEET; THENCE N88°43'01"E, A DISTANCE OF 113.02 FEET; THENCE N55°45'00"E, A DISTANCE OF 195.00 FEET; THENCE N68°15'00"E, A DISTANCE OF 32.62 FEET; THENCE N88°43'01"E, A DISTANCE OF 716.56 FEET; THENCE S01°16'59"E, A DISTANCE OF 135.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH-EAST; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 484.98 FEET THROUGH A CENTRAL ANGLE OF 14°08'14", SAID CURVE HAVING A RADIUS OF 1340.00, WITH A CHORD BEARING OF S11°39'05"E, THENCE S22°01'12"E, A DISTANCE OF 516.17 FEET; THENCE N67°58'48"E, A DISTANCE OF 100.00 FEET, THENCE S22°01'12"E, A DISTANCE OF 284.83 FEET TO THE POINT-OF-BEGINNING. SAID PARCEL CONTAINS 33.00 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

This instrument prepared by:
JAMES W. PEEPLES III, ESQ.
GRAY, HARRIS, ROBINSON, KIRSCHENBAUM & PEEPLES
P. O. Box 320757
Cocoa Beach, FL 32932-0757

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The following provisions of the Articles of Incorporation of SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed in the Office of the Secretary of State in Tallahassee, Florida on December 8, 1898, are hereby amended as follows:

1. The following sentence shall be added to Article V of the Articles of Incorporation:

Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

2. The following provision is hereby added to Article IV as Section E.

E. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional property, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles of Incorporation.

The foregoing amendments were adopted by the Members and Directors of the corporation on August 2nd, 1990.

IN WITNESS WHEREOF, the undersigned officers of this corporation have executed these Articles of Amendment on this 2nd day of August, 1990.

[Signature]

President
[Signature]

Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, personally appeared Jean-Yves Clerc and Charles Doodleau as President and Secretary, respectively, of SIX MILE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who after being first duly sworn, acknowledged before me that they executed the foregoing instrument as such officers for the reasons and purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid on this 2nd day of August, 1990.

[Signature]

Notary Public

My commission expires:
1938p

Notary Public, State of Florida
My Commission Expires April 13, 1991
Boundd thru Troy foto - business Inc.

2
9-150
3

This instrument prepared by:
JAMES W. PEEPLES III, ESQ.
GRAY, HARRIS, ROBINSON, KIRSCHENBAUM & PEEPLES
P. O. Box 320757
Cocoa Beach, FL 32932-0757

RECORDS _____

↑
THIRD AMENDMENT TO DECLARATIONS OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND
EASEMENTS FOR SIX MILE CREEK SUBDIVISION

This Third Amendment to Declarations of Covenants, Conditions, Restrictions, Reservations, License and Easements for SIX MILE CREEK SUBDIVISION (this "Amendment") made this 1st day of November, 1990, by JEAN-YVES CLERC, not individually, but solely as Trustee under an unrecorded Trust Agreement known as Land Trust No. I-88120 (the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the Developer under that certain Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for SIX MILE CREEK SUBDIVISION, dated May 24, 1989, and recorded June 7, 1989, in Official Records Book 3000, Page 1479, as amended by that certain First Amendment to Declarations of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for SIX MILE CREEK SUBDIVISION, dated February 13, 1990, and recorded April 18, 1990, in Official Records Book 3055, Page 1040, and as amended by that certain Second Amendment to Declarations of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for SIX MILE CREEK SUBDIVISION, dated August 2, 1990 and recorded on September 14, 1990 in Official Records Book 3082, Page 3147, all of the Public Records of Brevard County, Florida (the "Declaration of Covenants"); and

926355

WHEREAS, Developer desires to supplement and amend the Declaration of Covenants as hereinafter set forth.

NOW, THEREFORE, the Developer hereby declares that:

1. The Recitals mentioned above are true and correct and form a material part of this Amendment.
2. The first "WHEREAS" clause appearing on Page 1 is hereby deleted in its entirety and the following is substituted therefor:

WHEREAS, the Declarant is the record owner of fee simple title to certain real property situate in Brevard County, Florida, which is more particularly described as SIX MILE CREEK SUBDIVISION - PHASE I, recorded in Plat Book 35, Page 100, SIX MILE CREEK SUBDIVISION - PHASE II, recorded in Plat Book 36, Page 93, and SIX MILE CREEK SUBDIVISION - PHASE III, recorded in Plat Book 37, Page 30140 Public Records of Brevard County, Florida (the "Subject Property")!

90 NOV 25 11 07 AM

3. Pursuant to Article 10.9, Declarant hereby adds the property described in Exhibit "A" attached hereto; and also described as SIX MILE CREEK SUBDIVISION - PHASE III, as recorded in Plat Book 37, Page 30140 Public Records of Brevard County, Florida, to the Subject Property. SIX MILE CREEK SUBDIVISION - PHASE III shall be bound by the Initial Declaration, as amended and supplemented.

4. Article 1.18 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.18 "Plat or Plats" shall mean and refer to the plats of SIX MILE CREEK SUBDIVISION, which are recorded in Plat Book 35, Page 100, Public Records of Brevard County, Florida ("Plat of PHASE I"), Plat Book 36, Page 93, Public Records of Brevard County, Florida ("Plat of PHASE II"), and Plat Book 37, Page 30140 Public Records of Brevard County, Florida ("Plat of PHASE III").

5. Article 1.20 on Page 3 is hereby deleted in its entirety and the

115.15 LAKE
115.00 other

Following is substituted therefor:

1.20 "Subject Property" shall mean and refer to all lands included within and comprising SIX MILE CREEK, as described above, on Exhibit "A" to the Initial Declaration, and also as described and depicted on the Plat of PHASE I, and the property described in Exhibit "A" to First Amendment to the Declaration, as also described in Plat of PHASE II, and the property described in Exhibit "A" to this Third Amendment to the Declaration, as also described in Plat of PHASE III, with the exception of any such additional lands adjacent and/or contiguous to the Subject Property now or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

6. Article 7.3 on Page 17 is hereby deleted in its entirety and the following is substituted therefor:

Maximum Annual Assessment. Until January 1, 1991, the maximum annual assessment shall be \$125.00 per Lot:

(a) After January 1, 1991, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) After January 1, 1991, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class 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.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its proper officer on the day and year first above written.

WITNESSES:

[Signature]
[Signature]

DEVELOPER:

By: [Signature]
JEAN-YVES CLERC, not individually,
but solely as Trustee under
unrecorded Trust Agreement Known
as Land Trust No. I-88120

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, personally appeared JEAN-YVES CLERC, who after being first duly sworn, acknowledged before me that he executed the foregoing instrument for the reasons and purposes therein expressed.

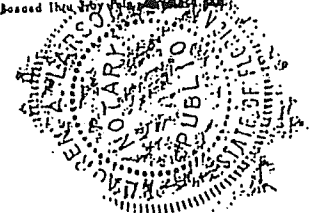
WITNESS my hand and official seal in the county and state last aforesaid on this 1st day of NOVEMBER, 1990.

[Signature]
Notary Public

My commission expires:

1938p/87p

Notary Public, State of Florida
My Commission Expires 1991
Based thereon only valid for



STATE OF FLORIDA
NOTARY PUBLIC
2. MI. CREEK C.C.
Leudintoff

12-15-90
152-90-2885

AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
LICENSE AND EASEMENTS FOR
SIX MILE CREEK SUBDIVISION

THIS AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION (this "Amendment"), made this 12 day of November, 1990 by Jean-Yves Clerc, not individually, but solely as Trustee (the "Developer") under an unrecorded Trust Agreement known as Land Trust No. I-88120.

WITNESSETH:

WHEREAS, the Developer is the Developer under that certain DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION, dated May 24, 1989 and recorded June 7, 1989 in Official Records Book 3000, Page 1479, Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, the Developer desires to supplement and amend the Initial Declaration as hereinafter set forth.

- 1. Pursuant to Article XV-Fiscal Management, Paragraph D. Currently states: "An Audit of the accounts of the Association shall be made annually by an accountant."

Article XV, Paragraph D shall hereby be deleted in its entirety.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed, on the day and year first above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Jessie Davis
Anita Craff

DEVELOPER:

Jean-Yves Clerc
JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120

RECORDED & VERIFIED
BREVARD COUNTY
9-8-90 7:48
91-MAR-7 AM 8:53
CLERK OFFICE & COUNTY

WITNESS my hand and official seal in the county and state last aforesaid on this 12 day of November 1990.



My commission expires April 13, 1991
Notary Public, State of Florida
My Commission Expires April 13, 1991
Bonded thru Troy Fata - Insurance Inc.

BK 3112 PG 4350

994716

MAY - 1 10:55

PREPARED BY AND RETURN TO:

Anita Cragg,
Space Coast Management Services, Inc.
P.O. Box 51-0845
Melbourne Beach, FL 32951-0845
676-3366

# PGS.	<u>2</u>	# NAMES	_____
TRUST FUND \$	<u>4.50</u>	BREVARD CO., FL	_____
REC FEE	<u>4.00</u>	CLERK CIRCUIT CT.	_____
DQS ST	_____		
INT TAX "C"	_____		
EXCISE TAX	_____		
SERV CHRG	_____		
REFUND	_____		

Lee J. ...

AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
LICENSE AND EASEMENTS FOR
SIX MILE CREEK SUBDIVISION

THIS AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION (this "Amendment"), made this 3RD day of April, 1991 by Jean-Yves Clerc, not individually, but solely as Trustee (the "Developer") under an unrecorded Trust Agreement known as Land Trust No. I-88120.

W I T N E S S E T H :

WHEREAS, the Developer is the Developer under that certain DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION, dated May 24, 1989 and recorded June 7, 1989 in Official Records Book 3000, Page 1479, Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, the Developer desires to supplement and amend the Initial Declaration as hereinafter set forth.

1. Pursuant to Article III-Regulation of Improvements, Paragraph 3.7, Section ii. Currently states: "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 remain unpainted to ensure a uniform weathering color unless approved by ARC. Provided, however, a "stockade" fence is not permitted on Lots 11 through 27, Block A and Lots 2 through 18, Block B and 36 through 42, Block B.

Article III, Paragraph 3.7, Section ii shall hereby be amended as follows:

"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 remain unpainted to ensure a uniform weathering color unless approved by ARC. Provided, however, a "stockade" fence is not permitted on Lots 2 through 18, Block B and 36 through 42, Block B, Phase I and Lots 1 through 29, Block B, Phase II.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed, on the day and year first above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Joselyn J. Jones
Quita Creech

DEVELOPER:

JY Jean-Yves Clerc
JEAN-YVES CLERC, not
individually, but solely
as Trustee under
unrecorded Trust
Agreement known as Land
Trust No. I-88120

WITNESS my hand and official seal in the county and state last
aforesaid on this 3rd day of April 1991.

Joselyn A. Jones
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires April 13, 1991
Bonded thru Troy Fain - Insurance Inc.



Handwritten signature

Clerk Circuit Court

Recorded and Verified	Brevard County, FL
# Pgs. <u>2</u>	# Pages <u>2</u>
Trust No. <u>130</u>	Rec Fee <u>7.00</u>
Stamp Decd _____	License Tx _____
Stamp Mtg _____	Int Tx _____
Service Chg _____	Refund _____

PREPARED BY AND RETURN TO:
 Anita Cragg
 Space Coast Management Services, Inc.
 P.O. Box 51-0845
 Melbourne Beach, FL 32951-0845
 (407) 952-7499



AMENDMENT TO DECLARATIONS OF
 COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
 LICENSE AND EASEMENTS FOR
SIX MILE CREEK SUBDIVISION

THIS AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSES AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION (this "Amendment"), made this day of 13th of Oct. 1992 by Jean-Yves Clerc, not individually, but solely as Trustee (the "Developer") under an unrecorded Trust Agreement known as Land Trust No. I-88120.

W I T N E S S E T H :

WHEREAS, the Developer is the Developer under that certain DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR SIX MILE CREEK SUBDIVISION, dated May 24, 1989 and recorded June 7, 1989 in Official Records Book 3000, Page 1479, Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, the Developer desires to supplement and amend the Initial Declaration as hereinafter set forth.

1. Pursuant to Article III-Regulations of Improvements, Paragraph 3.16 (a) Building Location. Currently states: No structure shall be placed on any Lot closer than twenty-five (25) feet to the front lot line, not closer than twenty (20) feet to the rear lot line, nor closer than seven and one-half (7-1/2) feet to one side lot line and ten (10) 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.

ARTICLE III - Regulation of Improvements, Paragraph 3.16 (a) Building Location. Shall be amended as follows: Structures shall be located on the lot in compliance with Brevard County Single-Family Zoning Regulations for Classification RU-1-11.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed, on the day and year first above written.

SIGNED SEALED AND DELIVERED
IN PRESENCE OF:

Jean YVES CLERC
JEAN-YVES CLERC

Melody Stillie
MELODY STILLIE

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

DEVELOPER:

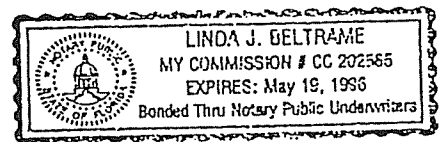
Jean YVES CLERC
JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as

BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, personally appeared JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120, who after being first duly sworn, acknowledged before me that he executed the foregoing instrument for the reasons and purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid on this 13th day of February, 1990.

Linda J. Beltrame
Notary Public
Linda J. BELTRAME

My commission expires:



This instrument prepared by:
 JAMES W. PEEPLES III, ESQ.
 GRAY, HARRIS, ROBINSON,
 KIRSCHENBAUM & PEEPLES
 P. O. Box 320757
 Cocoa Beach, Florida 32932-0757

Leahy Clerk of Court
 Clerk Circuit Court
 Recorded and Verified in Brevard County, FL
 # Pgs. 6 # Pages 5
 Trust Fund 350 Rec Fee 25.06
 Stamp Duty _____ Excise Tax _____
 Stamp Duty _____ Int Tax _____
 Service Chg _____ Refund _____

FOURTH AMENDMENT TO DECLARATIONS OF COVENANTS,
 CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND
 EASEMENTS FOR SIX MILE CREEK SUBDIVISION

THIS FOURTH AMENDMENT TO DECLARATIONS OF COVENANTS,
 CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR
 SIX MILE CREEK SUBDIVISION (the "Amendment"), is made this 19th
 day of June, 1992, by JEAN-YVES CLERC, not individually, but
 solely as Trustee under an unrecorded Trust Agreement known as
 Land Trust No. I-88120 (the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the developer under that certain
 Declaration of Covenants, Restrictions, Reservations, Licenses
 and Easements for SIX MILE CREEK SUBDIVISION, dated May 24, 1989
 and recorded June 7, 1989 in Official Records Book 3000, Page
 1479 (the "Initial Declaration"), as amended by that certain
 First Amendment to Declaration of Covenants, Restrictions,
 Reservations, Licenses and Easements for SIX MILE CREEK
 SUBDIVISION, dated February 13, 1990 and recorded April 18, 1990
 in Official Records Book 3055, Page 1040; Second Amendment to
 Declaration of Covenants, Restrictions, Reservations, Licenses
 and Easements for SIX MILE CREEK SUBDIVISION, dated August 2,
 1990 and recorded September 14, 1990 in Official Records Book
 3082, Page 3147; and Third Amendment to Declaration of Covenants,
 Restrictions, Reservations, Licenses and Easements for SIX MILE
 CREEK SUBDIVISION, dated November 1, 1990 and recorded November
 29, 1990 in Official Records Book 3095, Page 4907, all of the
 Public Records of Brevard County, Florida (the "Declaration of
 Covenants"); and

WHEREAS, Developer desires to supplement and amend the
 Declaration of covenants as hereinafter set forth.

NOW, THEREFORE, the Developer hereby declares that:

1. The recitals mentioned above are true and correct and
 form a material part of this Amendment.

2. The first "WHEREAS" clause appearing on Page 1 is hereby deleted in its entirety and the following is substituted therefor:

WHEREAS, the Declarant is the record owner of fee simple title to certain real property situate in Brevard County, Florida, which is more particularly described as SIX MILE CREEK SUBDIVISION - PHASE I, recorded in Plat Book 35, Page 100, SIX MILE CREEK SUBDIVISION - PHASE II, recorded in Plat Book 36, Page 93, SIX MILE CREEK SUBDIVISION - PHASE III, recorded in Plat Book 37, Page 40, and SIX MILE CREEK SUBDIVISION - PHASE IV, recorded in Plat Book 37, Page 40,⁴ Public Records of Brevard County, Florida (the "Subject Property");

3. Pursuant to Article 10.9, Declarant hereby adds the property described in Exhibit A attached hereto and also described as SIX MILE CREEK SUBDIVISION - PHASE IV, as recorded in Plat Book 37, Page 40,⁴ Public Records of Brevard County, Florida, to the Subject Property. SIX MILE CREEK SUBDIVISION - PHASE IV shall be bound by the Initial Declaration, as amended and supplemented.

4. Article 1.18 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.18 "Plat or Plats" shall mean and refer to the plats of SIX MILE CREEK SUBDIVISION, which are recorded in Plat Book 35, Page 100, Public Records of Brevard County, Florida ("Plat of PHASE I"), Plat Book 36, Page 93, Public Records of Brevard County, Florida ("Plat of PHASE II"), Plat Book 37, Page 40, Public Records of Brevard County, Florida ("Plat of PHASE III"), and Plat Book 37, Page 40,⁴ Public Records of Brevard County, Florida ("Plat of PHASE IV").

5. Article 1.20 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.20 "Subject Property" shall mean and refer to all lands included within and comprising SIX MILE CREEK, as described above, on Exhibit A to the Initial Declaration, and also described and depicted on the Plat of PHASE I; the property described in Exhibit A to First Amendment to the Declaration, and also described and depicted on the Plat of PHASE II; the property described in Exhibit A to Second Amendment to the Declaration, and also described and depicted on the

Plat of PHASE III; and the property described in Exhibit A to the Third Amendment to the Declaration, and also described and depicted on the Plat of Phase IV, with the exception of any such additional lands adjacent and/or contiguous to the Subject Property now or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

6. Article 3.7(ii) on Page 8 is hereby deleted in its entirety and the following is substituted therefor:

(ii) "Stockade" or "shadow box" pattern with dogeared pickets of rough cypress or pine slats with pressure treated 4 x 4 poles and 2 x 4 spans, six feet in height to avoid appearance of broken elevations, is hereby granted approval. All wood fences shall remain unpainted to ensure a uniform weathering color unless approved by ARC. Provided, however, a "stockade" or "shadow box" fence is not permitted on Lots 1 through 18, and Lots 35 through 42, Block B, of Phase I; Lots 1 through 29, Block B, Phase II; Lots 1 through 34, Block I, Phase III; and Lots 1 through 45, Block G, Phase IV.

7. Article 7.3 on Page 17 is hereby deleted in its entirety and the following is substituted therefor:

Maximum Annual Assessment. Until January 1, 1991, the maximum annual assessment shall be \$150.00 per Lot:

(a) After January 1, 1993, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) After January 1, 1993, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class 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.

8. Article VII, Covenants for Assessments, Paragraph 7.9, Individual Assessments. Subparagraphs (b), (c) and (d) shall

remain the same and Paragraph 7.9(a) shall be amended to add the following:

After the fourteen (14) day period, the Association may impose a TWENTY FIVE (\$25.00) DOLLAR fine for each day of non-compliance up to a maximum of ONE THOUSAND (\$1,000.00) DOLLARS, and this fine shall be considered an individual assessment. Collection and enforcement shall be as described in Paragraph 7.10, Effect of Non-Payment of Assessments: Remedies of the Association.

9. Article VIII, Docks and Other Structures, Paragraph 8.7, shall have added thereto the following:

SPECIFICATIONS FOR DOCKS

- A. All dock construction must be pre-approved by the ARB. Owner shall submit drawing and site plan showing proposed location of dock to ARB. All dimensions must be clearly marked and scale indicated.
- B. ARB approval does not affect Brevard County Building Department approval and Owner must comply with County regulations and any other applicable governmental regulations.
- C. Maximum size - 10 ft. x 12 ft., with no more than 12 ft. extending out over the water.
- D. Minimum size - 4 ft. x 6 ft.
- E. Dock shall be centered on the width of the lot; or, if not centered, a minimum of 20 ft. on each side for setbacks shall be observed.
- F. Materials - Only pressure treated marine lumber, 2" x 2", 4" x 4" or 2" x 6" and galvanized screws or nails shall be used.
- G. Owners that build docks must keep area under the dock clean and grasses trimmed; lake management shall not be responsible for spraying under the dock area.
- H. Docks must be maintained and in good condition. Failure to do so may result in HOA claiming that the dock is an eyesore and demand removal of same. If Owner does not maintain dock and it becomes unsightly, HOA shall have the right to demand removal and, after proper written notice is

10. Article I, Definitions, Paragraph 1.13, "Lake Lots," shall be amended to exclude Lot 14 in Block B, Phase I. Lot 14B is a non-lakefront lot and shall be assessed accordingly.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its proper officer on the day and year first above written.

WITNESSES:

DEVELOPER:

[Handwritten Signature]
Witness Signature

LAUREN L. COOK
Print Witness Name

Melody Stillie
Witness Signature

Melody Stillie
Print Witness Name

[Handwritten Signature]
JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120

Address: P. O. Box 51-0845
Melbourne Beach, FL 32951-0845

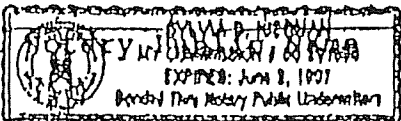
STATE OF FLORIDA)
) FBI
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of June, 1992, by JEAN-YVES CLERC, not individually, but solely as Trustee under unrecorded Trust Agreement known as Land Trust No. I-88120, who is personally known to me, or who produced _____ as identification, and who did take an oath.

[Handwritten Signature]
Notary Public Signature

My commission expires:

jwp\slxmilo\deccov.4

Print [Handwritten Name]


DK331-1-PC2982

EXHIBIT A

DESCRIPTION:

A parcel of land lying within Section 3, Township 26 South Range 36 East, Brevard County, Florida being more particularly described as follows:

begin at the northeast corner of Lot 46, Block "E" of the plat of "Six Mile Creek Subdivision Phase III" as recorded in Plat Book 37, Pages 40 and 41 of the Public Records of said county; thence S88°58'57"W, along the North line of said Lot 46, a distance of 75.00 feet; thence departing said North line, N27°01'03"W, coincident with the Easterly right-of-way line of Highways Drive (a 50.00 foot wide right-of-way) as recorded on said plat of "Six Mile Creek Subdivision Phase III", a distance of 50.00 feet to a point-of-curvature of a 25.90 foot radius circular curve concave northerly and having a chord bearing of N66°01'03"W, a distance of 39.27 feet to a point on the northerly terminus of "Crane Creek Boulevard" (a 80.00 foot wide right-of-way) as recorded on said plat of "Six Mile Creek Subdivision Phase III"; thence departing said arc, S66°58'57"W, coincident with the northerly right-of-way line of said "Crane Creek Boulevard", a distance of 80.00 feet to a point-of-intersection with the East line of Lot 51, Block "H" as recorded on said plat of "Six Mile Creek Subdivision Phase III"; thence S01°21'03"W, coincident with said East line, a distance of 50.33 feet to the Northeast corner of said Lot 51, said point also being a point-of-curvature of a 640.00 foot radius circular curve concave southeasterly and having a chord bearing of N37°14'29"E, a distance of 101.31 feet to the point-of-tangency; thence S01°20'00"E, a distance of 630.00 feet, thence S05°10'00"W, a distance of 1265.19 feet to a point-of-curvature of a 1205.92 foot radius circular curve concave westerly and having a chord bearing of S08°15'00"E, said point-of-curvature also being coincidental with the Easterly right-of-way line of "Murrill Road" (a 120.00 foot wide right-of-way) as recorded in O.R. Book 2953, Page 2101 of said Public Records; thence Southerly, coincidental with both the arc of said curve and said right-of-way line, through a central angle of 27°30'00", a distance of 578.80 feet to the point-of-tangency; thence S22°00'00"E, coincidental with said right-of-way line, a distance of 21.90 feet; thence departing said right-of-way line, S88°43'01"W, coincidental with the North line of the plat of "Six Mile Creek Subdivision Phase I" as recorded in Plat Book 35, Pages 190 thru 192, inclusive of said Public Records, a distance of 920.26 feet to the Southeast corner of Block "L" as recorded on said plat of "Six Mile Creek Subdivision Phase I"; thence departing said North line, coincidental with the East line of said Block "L", the next three courses to wit: N01°16'39"W, a distance of 682.30 feet to a point of curvature of a 1058.88 foot radius circular curve concave westerly and having a chord bearing of N11°03'01"W; thence departing said North line, coincidental with the East line of said Block "L", the next three courses to wit: N01°16'39"W, a distance of 682.30 feet to a point of curvature of a 1058.88 foot radius circular curve concave westerly and having a chord bearing of N11°03'01"W; thence departing with the arc of said curve through a central angle of 19°11'04", a distance of 364.71 feet to the point of tangency; thence N21°01'03"W, a distance of 75.33 feet to the point of beginning.

The foregoing described parcel of land contains 46.73 acres more or less.

STATE OF FLORIDA, COUNTY OF BREVARD

I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.

SANDY CRAWFORD, Clerk Circuit and County Court

DATED

8/25/95 BY Tallent

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BR 03
PL 2983
Pg 2983

SPECIFICATIONS FOR DOCKS
SIX MILE CREEK HOA
DECEMBER, 1992

1. All dock construction must be pre-approved by ARB. Submit drawing and site plan showing proposed location of dock. All dimensions must be clearly marked and scale indicated.
2. ARB approval does not affect Brevard County Building Dept. approval and Owner must comply with County regulations.
3. Maximum size - 10 ft. x 12 ft. With no more than 12 ft. extending out over the water.
4. Minimum size - 4 ft. x 6 ft.
5. Dock should be centered on the width of the lot; if not centered then a minimum of 20 ft. on each side for setback shall be observed.
6. Materials - Only pressure treated marine lumber, 2 x 2, 4 x 4, and 2 x 6 shall be used; galvanized screws or nails.
7. Owners that build docks must keep area under the dock clean and grasses trimmed; lake management shall not be responsible for spraying under dock area.
8. Docks must be maintained and in good condition; failure to do so could result in HOA claiming that the dock is an eyesore and demand removal of same. If Owner does not maintain dock and it becomes unsightly HOA shall have the right to demand removal and, after proper written notice is given, HOA may remove and lien property for the cost of removal and

428026

93 AUG -3 PH 1:50

This instrument prepared by:
 JAMES W. PEEPLES III, ESQ.
 GRAY, HARRIS, ROBINSON,
 KIRSCHENBAUM & PEEPLES
 P. O. Box 320757
 Cocoa Beach, Florida 32932-0757

Leahy Clerk of Court
 Recorded and Indexed Brevard County, FL
 # Pages 6 # Names 3
 Trust Fee 350 Rec Fee 25.00
 Stamp Duty _____ Excise Tax _____
 Escheating _____ Int. Tx _____
 Service Chg. _____ Refund _____

FOURTH AMENDMENT TO DECLARATIONS OF COVENANTS,
 CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND
 EASEMENTS FOR SIX MILE CREEK SUBDIVISION

THIS FOURTH AMENDMENT TO DECLARATIONS OF COVENANTS,
 CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR
 SIX MILE CREEK SUBDIVISION (the "Amendment"), is made this 19th
 day of June, 1992, by JEAN-YVES CLERC, not individually, but
 solely as Trustee under an unrecorded Trust Agreement known as
 Land Trust No. I-88120 (the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the developer under that certain
 Declaration of Covenants, Restrictions, Reservations, Licenses
 and Easements for SIX MILE CREEK SUBDIVISION, dated May 24, 1989
 and recorded June 7, 1989 in Official Records Book 3000, Page
 1479 (the "Initial Declaration"), as amended by that certain
 First Amendment to Declaration of Covenants, Restrictions,
 Reservations, Licenses and Easements for SIX MILE CREEK
 SUBDIVISION, dated February 13, 1990 and recorded April 18, 1990
 in Official Records Book 3055, Page 1040; Second Amendment to
 Declaration of Covenants, Restrictions, Reservations, Licenses
 and Easements for SIX MILE CREEK SUBDIVISION, dated August 2,
 1990 and recorded September 14, 1990 in Official Records Book
 3082, Page 3147; and Third Amendment to Declaration of Covenants,
 Restrictions, Reservations, Licenses and Easements for SIX MILE
 CREEK SUBDIVISION, dated November 1, 1990 and recorded November
 29, 1990 in Official Records Book 3095, Page 4907, all of the
 Public Records of Brevard County, Florida (the "Declaration of
 Covenants"); and

WHEREAS, Developer desires to supplement and amend the
 Declaration of covenants as hereinafter set forth.

NOW, THEREFORE, the Developer hereby declares that:

1. The recitals mentioned above are true and correct and
 form a material part of this Amendment.

BX3311PG2978

2. The first "WHEREAS" clause appearing on Page 1 is hereby deleted in its entirety and the following is substituted therefor:

WHEREAS, the Declarant is the record owner of fee simple title to certain real property situate in Brevard County, Florida, which is more particularly described as SIX MILE CREEK SUBDIVISION - PHASE I, recorded in Plat Book 35, Page 100, SIX MILE CREEK SUBDIVISION - PHASE II, recorded in Plat Book 36, Page 93, SIX MILE CREEK SUBDIVISION - PHASE III, recorded in Plat Book 37, Page 40, and SIX MILE CREEK SUBDIVISION - PHASE IV, recorded in Plat Book 37, Page 44,⁴ Public Records of Brevard County, Florida (the "Subject Property");

3. Pursuant to Article 10.9, Declarant hereby adds the property described in Exhibit A attached hereto and also described as SIX MILE CREEK SUBDIVISION - PHASE IV, as recorded in Plat Book 37, Page 44,⁴ Public Records of Brevard County, Florida, to the Subject Property. SIX MILE CREEK SUBDIVISION - PHASE IV shall be bound by the Initial Declaration, as amended and supplemented.

4. Article 1.18 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.18 "Plat or Plats" shall mean and refer to the plats of SIX MILE CREEK SUBDIVISION, which are recorded in Plat Book 35, Page 100, Public Records of Brevard County, Florida ("Plat of PHASE I"), Plat Book 36, Page 93, Public Records of Brevard County, Florida ("Plat of PHASE II"), Plat Book 37, Page 40, Public Records of Brevard County, Florida ("Plat of PHASE III"), and Plat Book 37, Page 44,⁴ Public Records of Brevard County, Florida ("Plat of PHASE IV").

5. Article 1.20 on Page 3 is hereby deleted in its entirety and the following is substituted therefor:

1.20 "Subject Property" shall mean and refer to all lands included within and comprising SIX MILE CREEK, as described above, on Exhibit A to the Initial Declaration, and also described and depicted on the Plat of PHASE I; the property described in Exhibit A to First Amendment to the Declaration, and also described and depicted on the Plat of PHASE II; the property described in Exhibit A to Second Amendment to the Declaration, and also described and depicted on the

Plat of PHASE III; and the property described in Exhibit A to the Third Amendment to the Declaration, and also described and depicted on the Plat of Phase IV, with the exception of any such additional lands adjacent and/or contiguous to the Subject Property now or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

6. Article 3.7(ii) on Page 8 is hereby deleted in its entirety and the following is substituted therefor:

(ii) "Stockade" or "shadow box" pattern with dogeared pickets of rough cypress or pine slats with pressure treated 4 x 4 poles and 2 x 4 spans, six feet in height to avoid appearance of broken elevations, is hereby granted approval. All wood fences shall remain unpainted to ensure a uniform weathering color unless approved by ARC. Provided, however, a "stockade" or "shadow box" fence is not permitted on Lots 1 through 18, and Lots 35 through 42, Block B, of Phase I; Lots 1 through 29, Block B, Phase II; Lots 1 through 34, Block I, Phase III; and Lots 1 through 45, Block G, Phase IV.

7. Article 7.3 on Page 17 is hereby deleted in its entirety and the following is substituted therefor:

Maximum Annual Assessment. Until January 1, 1991, the maximum annual assessment shall be \$150.00 per Lot:

(a) After January 1, 1993, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) After January 1, 1993, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class 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.

8. Article VII, Covenants for Assessments, Paragraph 7.9, Individual Assessments. Subparagraphs (b), (c) and (d) shall

remain the same and Paragraph 7.9(a) shall be amended to add the following:

After the fourteen (14) day period, the Association may impose a TWENTY FIVE (\$25.00) DOLLAR fine for each day of non-compliance up to a maximum of ONE THOUSAND (\$1,000.00) DOLLARS, and this fine shall be considered an individual assessment. Collection and enforcement shall be as described in Paragraph 7.10, Effect of Non-Payment of Assessments: Remedies of the Association.

9. Article VIII, Docks and Other Structures, Paragraph 8.7, shall have added thereto the following:

SPECIFICATIONS FOR DOCKS

A. All dock construction must be pre-approved by the ARB. Owner shall submit drawing and site plan showing proposed location of dock to ARB. All dimensions must be clearly marked and scale indicated.

B. ARB approval does not affect Brevard County Building Department approval and Owner must comply with County regulations and any other applicable governmental regulations.

C. Maximum size - 10 ft. x 12 ft., with no more than 12 ft. extending out over the water.

D. Minimum size - 4 ft. x 6 ft.

E. Dock shall be centered on the width of the lot; or, if not centered, a minimum of 20 ft. on each side for setbacks shall be observed.

F. Materials - Only pressure treated marine lumber, 2" x 2", 4" x 4" or 2" x 6" and galvanized screws or nails shall be used.

G. Owners that build docks must keep area under the dock clean and grasses trimmed; lake management shall not be responsible for spraying under the dock area.

H. Docks must be maintained and in good condition. Failure to do so may result in HOA claiming that the dock is an eyesore and demand removal of same. If Owner does not maintain dock and it becomes unsightly, HOA shall have the right to demand removal and, after proper written notice is