

AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF COLLIER
CLUB PD

A Florida Not-for-Profit Corporation

*Corrective recording

WHEREAS, Developer originally recorded the Master Declaration of Covenants, Conditions, Reservations and Restrictions on February 2, 1999 in Official Record Book 1255, Page 1470 of the Public Records of Indian River County, Florida (the "Original Declaration").

WHEREAS, there have been nine (9) Amendments to said Original Declaration, all of which have been recorded in the Public Records of Indian River County, Florida following the recording of the Original Declaration.

WHEREAS, the Association wishes to condense and organize the many recorded governing documents for purposes of clarity without modifying any material and substantive rights or obligations of the Members.

WHEREAS, at a duly called and properly noticed meeting of the Owners of the Association, in accordance with the requirements of Florida law and Article XII, Section 4 of the Original Declaration, not less than two-thirds (2/3) of the voting interests of the membership affirmatively voted to amend the Original Declaration as hereinafter set out.

NOW, THEREFORE, THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS ("Declaration" herein), is made with reference to the certain real property referred to in Article II hereof ("The Properties" herein) which shall be held, transferred, assigned, encumbered, leased, improved and occupied subject to the Restrictions set forth below, which Restrictions shall (i) run with The Properties and bind all parties acquiring any right, title or interest in any portion of The Properties and (ii) be for the benefit of every portion of The Properties and all Owners of portions thereof and their successors and assigns.

ARTICLE I
DEFINITIONS

Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.

(b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of The Properties as common properties, and any non-governmental roads, and the entryways to the subdivision shown on the plat.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of The Properties with the exception of Common Properties.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owners, whether one (1) or more persons or entities, of the fee simple title to a Lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

(g) "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1 hereof.

(h) "Developer" shall mean and refer to the Collier Club, Inc., which entity has previously turned over control to the Association.

(ii) The Association, to which the power to enforce the provisions hereof has been transferred, as permitted by this Declaration. Accordingly, the Association is entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-laws of the Association.

(i) "Declaration" shall mean and refer to this Amended and Restated Master Declaration of Covenants, Conditions, Reservations and Restrictions of Collier Club PD, applicable to The Properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.

(j) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

(k) "Third Party" shall be defined as any person who is not an Owner.

(l) "Tenant" shall be defined as any person who rents or leases property in Collier Club.

(m) "Lease" shall refer to any agreement by an Owner to convey a Living Unit to a Third Party for consideration of a specified term.

**ARTICLE II
THE PROPERTIES
SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Sebastian, Indian River County, Florida, and is more particularly described as follows:

COLLIER CLUB PHASE ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, AT PAGE 56 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB, PHASE 1-B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, AT PAGE 81 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB PHASE IIA, AS RECORDED IN PLAT BOOK 16, PAGE 64, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB PHASE IIB, AS RECORDED IN PLAT BOOK 17, PAGE 91, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB, PHASE IIIA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, AT PAGE 38 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB, PHASE IIIB ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, AT PAGE 76 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB, PHASE IIIC ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, AT PAGE 6 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

AND

COLLIER CLUB, PHASE IIID ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, AT PAGE 17 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Declaration and covenants of record assessment by the Association shall be a Member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Members shall be all those Owners as defined in Section 1. Members shall be entitled to one (1) vote for each Lot which they hold the interests required for

membership by Section 1. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot which is owned by more than one (1) person.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) Annual Assessments or maintenance charges; and
- (b) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the Assessment became due and payable, and such Owners' successors in title.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of the Association and for promoting the health, safety, and welfare of the residents of The Properties including the maintenance and improvement of the Common Properties' entry way, non-governmental roads, streets and right of way, the payment of taxes thereof, to maintain adequate reserves for working capital and replacement repair of capital items, and such other purposes as may be by the Association

Assessments shall also be used for the maintenance and repair of the Surface Water or Storm Water Management Systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Basis and Maximum Amount of Annual Assessments. The Annual Assessment for each Lot in The Properties shall be payable semi-annually, in advance, one-half (1/2) payable on February 1st of each calendar year and one-half (1/2) payable on August 1st of each calendar year.

- (a) The Annual Assessment for each calendar year shall be established by the Board of Directors and may be increased without approval by the Membership as set forth herein by an amount not to exceed ten percent (10%) of the Annual Assessment for the previous year exclusive of Reserves.
- (b) The Maximum Annual Assessment may be increased without limit provided such increase is approved by a majority vote, either in person or by proxy, of the votes entitled to be cast at a duly called meeting of the Members. Notice shall be given to all Members of the members of the proposed increase not less than fourteen (14) days prior to the meeting.
- (c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum Annual Assessment. When the Board of Directors fixes the Annual

Assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an Annual Budget showing the services furnished by the Association and the costs thereof per Living Unit.

(d) In the event an Annual Assessment is not sufficient to pay for repairs or reconstruction deemed necessary by the Board of Directors, the Board of Directors may levy a Special Assessment that shall not exceed two hundred, ninety-five dollars and zero cents (\$295.00) per Living Unit. A Special Assessment in excess of two hundred, ninety-five dollars and zero cents (\$295.00) per Living Unit may be levied for any purpose if approved by a majority vote, either in person or by proxy, of the votes entitled to be cast at a duly called meeting of the Members.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement or a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment is approved by a majority vote, either in person or by proxy, of the votes entitled to be cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum of any Action Authorized Under Section 3 and Section 4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or proxies, entitled to cast fifty percent (50%) of all the votes of those Members entitled to vote shall constitute a quorum.

Section 6. Effect of Non-Payment – Lien in Favor of the Association. If a payment of an Annual Assessment or Special Assessment is not paid when due, it shall be considered delinquent. If such assessment shall remain delinquent for thirty (30) days, then it shall bear interest at eighteen percent (18%) per annum. Each payment not made within ten (10) days from the due date shall be subject to an administrative late fee in the amount not to exceed the maximum amount allowed by law. There shall exist in favor of the Association a continuing lien securing all delinquent assessments, interest, and costs of collection, including, but not limited to, reasonable attorneys' fees. The Association may, but is not required to, file a notice of such lien in the Public Records of Indian River County, Florida.

Each Owner, and such Owner's successors in title, shall be personally liable for all Annual Assessments and Special Assessments, including, but not limited to, all interest and costs of collection, including reasonable attorney's fees.

The Association may bring an action at law against the Owner personally or to foreclose its lien and shall be entitled to recover in addition to the amount of the delinquent assessment, and interest thereon, the cost of such action and its reasonable attorney's fees.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge(s) and lien(s) created herein:

- (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Properties as defined in Article I hereof.

**ARTICLE V
EXTERIOR MAINTENANCE ASSESSMENT**

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon any Lot requiring same when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, down spouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance, it shall, in writing, give notice to the Owner of a specific Lot detailing the reasons why the Association intends to provide maintenance. The Owner shall have fifteen (15) days to provide the required maintenance at Owner’s cost. If the Owner does not provide the necessary exterior maintenance, then the terms of this Article shall apply.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Association, benefiting from same. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Association. If no allocation is made, the Assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments against a Lot shall be considered part of the Annual Assessments or Special Assessments against that Lot. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for herein regarding other assessments of the Association.

Section 3. Access Reasonable Hours. For the purpose of performing the maintenance authorized by this or any other Article herein, the Association, through its duly authorized agents or employees, shall have the right, after providing reasonable notice to the Owners, to enter upon any Lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

Section 4. Duties of Association. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

**ARTICLE VI
USE OF COMMON PROPERTIES**

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 herein, every Member shall have a right and easement of enjoyment in and to the Common Properties shown on the Plat and any non-governmental roads, and the entry way to the subdivision, and such easement of enjoyment shall be appurtenant to shall pass with the title to every Lot or Living Unit.

Section 2. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(b) The right of the Association, as provided in its Articles of Incorporation, By-Laws or this Declaration, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid, and for any period for any infraction of its published Rules and Regulations or this Declaration;

(c) The right of the Association to dedicate or transfer all or any of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3) of all of the Members of the Association entitled to vote. Notice of any such meeting shall be given to every Member not less than ninety (90) days in advance of the meeting.

Section 3. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District Permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

**ARTICLE VII
ARCHITECTURAL CONTROL**

Section 1. Necessity of Architectural Review and Approval. No improvements or structures of any kind including, without limitation, any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria

of the Association, attached hereto as Exhibit "A" and made a part hereof, as the same may from time to time be adopted and amended.

Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and serve at the pleasure of the Board of Directors of the Association.

Section 3. Additional Powers and Duties of the ARC. The ARC shall have the power to recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modifications or amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the Members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting, and by an affirmative vote, either in person or by proxy, of not less than two-thirds (2/3) of the votes of the members cast at any regular or duly called special meeting of the Members.

Section 4. Contractors and Subcontractors Rules and Regulations. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations, as the same may from time to time be amended.

ARTICLE VIII RESTRICTIONS

Section 1. Residential Use. The Properties may be used for residential Living Units and for no other purpose:

(a) No business or commercial building may be erected on any Lot and no business, including garage sales, may be conducted on any part thereof.

(b) No building or other improvements shall be erected, altered, or improved upon any Lot without the prior ARC approval thereof as elsewhere herein provided.

(c) When a Building Permit has been issued for any project, work thereon must be completed within one (1) year of the date of issuance of the Building Permit.

(d) No outbuilding shall be used for rental purposes separately from the principal structure on the Lot.

(e) The purchaser of a vacant Lot shall commence construction of a house upon the Lot no later than five (5) months after the date they take title to the property.

Section 2. Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds of which no more than (2) animals may be kept at any time. All animals must be kept on a leash when they are outside the Owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without the approval of the ARC. All animals must be kept under control at all times and must not become a

nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

Section 3. Clotheslines. There shall be no clotheslines or drying yards on any part of the property.

Section 4. Motor Vehicles. Only four-wheel passenger automobiles, minivans, pick-up trucks with the intended use as a non-commercial vehicle, or sport utility vehicles shall be parked upon any Lot, except service or construction companies using trucks in the normal course of business. No maintenance or repair may be performed upon any motor vehicle upon any Lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored, or parked on the Owner's property. For purposes hereof, law enforcement vehicles shall not be deemed "commercial vehicles."

(a) Recreational Vehicles. Recreational Vehicles cannot be parked outside of an enclosed garage except during normal departure and arrival activities not to exceed twenty-four (24) hours. Activities include, but are not limited to, charging batteries, loading and unloading luggage and groceries, cleaning, etc. Recreational Vehicles may not block the Common Area sidewalk or roadway during the twenty-four (24) hour period.

(b) Clubhouse Parking. Overnight parking in the clubhouse parking lot is permitted with prior written notification to the property manager.

(c) Parking of boats, trailers, campers, pick-up trucks with commercial lettering, racks or equipment, is permitted only in the enclosed garage.

(d) Golf Carts. Golf Carts are allowed but must meet Florida statutes for Low Speed Vehicles. Golf Carts must be stored in a garage. Golf Carts can only be operated on the streets and driveways.

Section 5. Boats. No boat shall be allowed on the Property unless it is parked within an enclosed garage, except that boats may be parked outside a garage while being washed, loaded or unloaded. No boat houses shall be permitted on the Property.

Section 6. Signs. No sign of any kind shall be displayed to the public view from any Lot except for any sign displaying information concerning a security system or security service company which shall not exceed twelve inches (12") in height by twelve inches (12") in width. Signs on vehicles are prohibited on The Properties.

Section 7. Condition of Lots. Upon construction of a dwelling, all Owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other Lots in the subdivision.

(a) All Lots must be mowed and properly maintained to avoid unsightly appearance.

(b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time, provided that if a house is under construction, the Owner may store construction materials on the Lot.

(c) In the event that any Owner shall fail or refuse to keep his Lot in accordance with these restrictions, then after fifteen (15) days written notice, the Association may enter upon said Lot and remove the same at the expense of the Owners, and such entry shall not be deemed a trespass.

(d) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including Vacant Lots. Each Vacant Lot must be mowed or under brushed, regularly, and at no time may growth thereon, exclusive of trees, exceed twenty-four (24") inches in height. Should there be a failure to comply with this requirement, the Association may clean and mow any Lot and the cost of the work shall be paid by the Lot Owner and payment secured by a lien on the Owner's Lot enforceable in the manner provided by law for the enforcement of Association liens.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a Lot except as such underground tanks required for heating, cooking or air conditioning.

Section 10. Hurricane Shutters. The Members of the Association shall have the right to erect or place hurricane shutters upon Living Units no earlier than forty-eight (48) hours prior to the entry of a windstorm or hurricane into the geographic area or box at which point insurance carriers will no longer write or issue property insurance policies due to the approaching windstorm or hurricane. The Members of the Association must remove all hurricane shutters no later than five (5) days after the exit of a windstorm or hurricane from the geographic area or box at which point insurance carriers will commence to write or issue property insurance policies due to the withdrawal of the windstorm or hurricane. All hurricane shutters shall be approved by the ARC.

Section 11. Garbage and Recycling Cans. Garbage and recycling cans must be kept in the Owner's garage except from 5:00 p.m. the day before garbage or recycling cans are to be picked up, to 8:00 a.m. the day after they are to be picked up.

Section 12. Lawn Work. All lawn work using loud equipment such as mowers or blowers is prohibited on Sundays.

Section 13. Hurricane Preparedness. In case of hurricanes or tropical storms, all outdoor furniture and lawn ornaments must be located in a secure place.

Section 14. Speed Limit. The speed limit within Collier Club is twenty miles per hour (20 mph). All traffic directional signs are to be followed.

Section 15. All Items. Ladders and potting tables must be stored so they cannot be seen from the street, from the front view or between houses.

Section 16. Sidewalks. Sidewalks shall not be blocked.

Section 17. Airport. The Association does hereby acknowledge that the Sebastian Municipal Airport is in close proximity to Collier Club and said airport has the right to cause such noise as may be inherent in the operations of aircraft and thus the height of all structures, objects of natural growth, and other obstructions within Collier Club must comply with Federal Aviation Regulations Part 77 and any uses which would interfere with the landing or takeoff of aircraft at the Sebastian Municipal Airport or interfere with air navigation and or communication facilities serving the Sebastian Municipal Airport, or otherwise constitute an airport hazard are prohibited.

**ARTICLE IX
ENFORCEMENT**

If the Owner or Owners of Property covered hereby, any other person or persons occupying their Property, or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, and shall not correct the violation within fourteen (14) days of the mailing of written notice of the violation to them, it shall be lawful for any other person or persons owning any real property situated herein or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorneys' fees including all levels of appeal and enforcement, incurred by any moving party in any legal proceedings which results in the successful enforcement and/or restrain by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendants in such proceedings.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**ARTICLE X
HEADINGS**

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the Property subject hereto, the Developer, the Association and Members thereof.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1. Duration and Remedies for Violations. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by

the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then Owner of the subject Property, provided that such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement.

The Association may also suspend, for a reasonable period of time, the rights of any Member or Member's tenants, guests, or invitees or both, to use Common Properties or Common Areas and facilities and may levy and collect reasonable fines, not to exceed \$100.00 per breach or violation, against any Member or any tenant, guest, or invitee for breach or violation of any provision of this Declaration. The fine may be levied on the basis of each day of a continuing violation, with a single written notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing in accordance with Florida Statutes §720.305, as amended from time to time.

The Association may, through its Board of Directors, suspend the voting rights of any Member for the non-payment of Assessments that are delinquent in excess of ninety (90) days or for a violation or breach of the Declaration that is not remedied or cured by the Member after not less than ninety (90) days advance written notice to the Member.

The failure of the Association or a Member to enforce any covenant, restriction or other provision in this Declaration, the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 3. Amendment. This Declaration may be amended at any time from time to time by an affirmative vote either in person or by proxy, of not less than two-thirds (2/3) of the votes cast at any regular or duly called special meeting of the Members after no less than thirty (30) days advance notice and written submission of the proposed amendments to the members.

Any amendment to the Declaration which alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Usage. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

**ARTICLE XII
EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easements area of each Lot and all improvements in it shall be maintained continuously by each Owner of a Lot encumbered by such easement, except for those improvements for which a public authority or utility is responsible.

**ARTICLE XIII
ASSESSMENT OBLIGATION**

Any person who acquires an interest in a Lot shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or Assessments up to the time of the transfer of ownership.

**ARTICLE XIV
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM**

The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface or Stormwater Management System shall be permitted, or, if modified, as approved by the St. Johns River Water Management District.

**ARTICLE XV
GOVERNING LAW**

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned, being the authorized representatives of Collier Club Homeowner's Association of Indian River County, Inc. hereunder, has hereunto set its hand and seal this 9 day of June, 2020.

WITNESSES:

COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC., a Florida corporation

Debra Snow
Print Name: Debra Snow

By: John S Golladay
Print Name: JOHN GOLLADAY
Title: PRESIDENT

William Lee
Print Name: William Lee

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

JOHN GOLLADAY

The foregoing instrument was acknowledged before me this 9 day of June, 2020, by ~~Maria Molina~~, President of Collier Club Homeowner's Association of Indian River County, Inc., a Florida corporation. She is [] personally known to me or [] has produced a valid Florida License as identification.

[Seal]

Barbara Kaplan
NOTARY PUBLIC, State of Florida
Print Name: BARBARA KAPLAN
My Commission Expires: _____

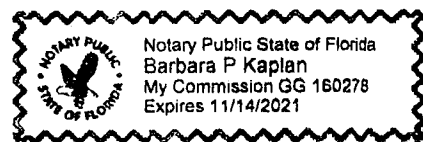


EXHIBIT "A"

ARCHITECTURAL PLANNING CRITERIA

BUILDING POLICIES AND PLANNING CRITERIA

- A) Setbacks vary depending on the Development Phase and City Approvals. Each Lot has setbacks defined on the survey.
- B) Easements: No permanent structures can be built within any easement.
- C) Minimum air-conditioned space is 1,600 square feet.

ARCHITECTURAL STANDARDS

All installations and designs must be approved by the HOA-ARC to ensure compliance. This includes exterior lighting, highlights, house numbers with approved style and landscape plans. An order/drawing submittal shall be signed off on by an authorized representative of the HOA. Plan layout for homes and all builders plans are on file with the builders.

All modification requests requiring a permit must meet City of Sebastian's Code of Ordinances and Collier Club Building Policies and Planning Criteria and/or Architectural Standards. Prior to permit application with the City, the Architectural Review Committee ("ARC") must approve the request. It is the Owner's responsibility to determine if City permits are required.

A) Materials, Colors, And Finishes:

Exterior Wall Finishes:

Allowed:

Stucco

Trim Accents:

Brick

Stone

Hardy Plank

Prohibited:

Vinyl Siding

Exterior Plywood

Asphalt

Siding:

Painted Lap Siding

Metal Siding

Exterior colors must be pre-approved by the ARC. The Book of Approved Colors is available for review at the Clubhouse. See the Maintenance Manager.

Homes repainted with previously approved colors do not need ARC approval, but the Owner must notify the Association's Management Company of such color prior to painting.

Adjacent homes cannot be painted the same color.

B) Roofs and Roofing Material:

Minimum roof slope is 5:12 on the main roof.

Material used for roofing must be Architectural (Dimensional) shingles or metal standing seam. Colors are to be consistent with those established in the community (tans/grays, etc.)

Covered porch and entry roofs are to have trussed roof similar to the main structure.

Gutter and down spout colors are to be consistent with those established in the Community, with ARC approval.

Roofs shall remain unencumbered by any antennas, devices, flags or other items (not required by building code to ventilate the roof structure) that are visible from the street.

The following antennas may be installed by Owners within their lots:

- (i) Satellite dish antennas that are one meter (1 m. or 39 in.) or less in diameter and which are designed to receive direct broadcast satellite services, including direct to home satellite services.
- (ii) Satellite dish antennas that are one meter (1 m. or 39 in.) or less in diameter or diagonal measurement and are designed to receive video programming services via wireless cable.
- (iii) Standard television antennas that are designed to receive television broadcast signals.
- (iv) Any antenna or satellite dish, which Federal Law, as may be amended from time to time, requires the Association to permit.

All other antennas are prohibited and may not be placed upon the Property.

C) Doors and Windows:

- 1) Front Door: Single with side panel or panels, Single with Architectural accent or double doors.
- 2) Louver windows are not permitted.
- 3) Reflective window film and windows with a mirror look or effect are prohibited.

- 4) All window trim colors must be from the Collier Club selection guide available at the Clubhouse through the Maintenance Manager. Window frames must be white.

D) Driveways:

Minimum width twelve feet (12'), excluding the motor court area, with a two foot (2') minimum setback from side property lines.

Approved Materials:

- Concrete
- Concrete with locking brick paver band
- Locking brick pavers

Approved colors for the pavers are earth tones.

Approved Stain Colors:

- Ultra-Crete Natural Concrete with a non-skid additive on file with Sherwin Williams in Sebastian, FL or as matched by other stain suppliers.
- Ultra-Crete Soft Tan with a non-skid additive on file with Sherwin Williams in Sebastian, FL or as matched by other stain suppliers.
- The driveway apron must be included in the application to the ARC.

Any changes to existing driveways must be consistent with those already established in the Community and must be approved by the ARC.

- E) **Garages:** All garages must accommodate at least two (2) cars.

- F) **Exterior Elevation:** All exterior elevations must be pre-approved by the ARC.

ADDITIONAL ITEMS:

- A) **Solar Heaters and Solar Voltaic Panels:** Must have prior written ARC approval and be consistent with other installations within Collier Club.

- B) **Fences and Screen Enclosures:** All fences and screen enclosures need approval of the ARC, must meet governmental code compliance and must have all required permits.

It is the Owner's responsibility to obtain any and all permits and inspections required by code. All Fences and/or screen enclosures permitted must be in the rear of a Lot and must extend parallel and in line with the rear of the residential structure of the house sides and rearward up to six feet (6') inside the rear property line as shown in diagram "A" attached to this document. For purposes of definition and clarification, the words "rear of the residential structure", as used in the paragraph shall exclude a screened pool/porch and or patio. Pool or spa fence applications must be aluminum and either white, bronze or black in color and must also meet all requirements as outlined above.

- No wood or chain link fences are permitted.

- Fences are not permitted on Lots which abut a lake (Storm Water Management Tract).
- Fences are not permitted on perimeter Lots on the golf course, except when used to enclose in-ground pools or in-ground spas in which cases they must meet the requirements herein.
- Fences on non-lake or non-golf perimeter Lots are permitted provided that they meet the following criteria:
 - a. Fences used in lieu of screened enclosures for pools or spas must meet all the requirements as outlined above.
 - b. A fence used for general backyard use (non-pool or spa use) must be white PVC/Vinyl picket or Aluminum which can be white, black or bronze in color and four feet (4') in height. A fence for general privacy use must be PVC/Vinyl, white in color and not less than four feet (4') and cannot exceed six feet (6') in height.
- Screen enclosures are subject to approval as to materials, color and location by the ARC.
- Screen enclosures in the rear of the house must have a mansard aluminum frame style roof, not to exceed fifteen feet (15') in height and either white, bronze or black. Hip style roofs are acceptable for smaller enclosures.
- Front screen enclosures and doors must be white, bronze or black with black screen.

C) **Mailboxes:** Mailboxes must be uniform in size through-out the community. Any mailbox needing replacement must be done so with like kind and color.

D) **Above Ground Pools:** Above ground pools are not permitted.

E) **Free Standing Aluminum Patio Roofs:** Free standing aluminum patio roofs are not permitted.

F) **House Numbering:** Numbers shall not be larger than six inches (6") and shall be legible from the street in order for emergency vehicles to quickly locate homes. Size of house number plaques, if requested, are not to exceed twelve inches (12") by twenty-four inches (24") with lettering not larger than six inches (6"). All placement should be consistent with current installations and ARC approval.

G) **Propane Gas Tanks:** Propane tanks larger than twenty pounds (20 lbs) must be installed in the ground and must meet City Codes.

H) **Parking:** Parking of recreation vehicles, boats, campers, pick-up trucks with commercial lettering, racks or equipment, etc. is only permitted in the enclosed garage.

I) **Sidewalks:** A four foot (4') concrete sidewalk located within the road right-of-way, four feet (4') off the back of the curb shall be constructed from side lot line to side lot line in conjunction with the home construction.

Approved Stain Colors:

- Ultra Crete Natural Concrete with a non-skid additive on file with Sherwin Williams in Sebastian, FL or as matched by other stain suppliers.

J) Hurricane Shutters:

Approved permanently installed shutter types:

- Colonial
- Bahamas
- Roll-ups
- Accordion

Approved colors for permanently installed shutters:

- White
- Same color as the house trim

Approved temporarily installed shutter type:

- Panels

ENGINEERING REQUIREMENTS

- A) Minimum finish floor elevation shall be eighteen inches (18") above the crown of the adjacent roadway at its lowest point, or the minimum floor elevation as established by F.E.M.A. or the City of Sebastian whichever is greater.
- B) The maximum finish first floor elevation shall be one foot (1') above the minimum.
- C) Lot grading shall be in accordance with the St. John's River Water Management District Permit.

LANDSCAPE REQUIREMENTS

- A) Tree removal requires ARC approval as well as a City of Sebastian permit.
- B) If a tree is not required to be replaced, the stump must be ground down below grade and the area covered with new sod or mulch, whichever matches the surrounding area.
- C) Adding trees to a yard does not need ARC approval.
- D) Tree branches overhanging sidewalks shall not interfere with people walking on the sidewalks. Trees shall be trimmed.
- E) Total lot area (excluding the natural buffer) including road right-of-way and to the water edge must be sodded or landscaped.
- F) Automatic irrigation systems are required.
- G) All sod must be St. Augustine, Flora-tam.

- H) Anything placed in the yard that would become a flying hazard needs to be removed during inclement weather to protect you and your neighbor.
- I) Homeowners replacing or planting bushes and flowers do not need ARC approval.

ARCHITECTURAL REVIEW COMMITTEE (ARC)

A) Purpose

The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in architectural themes and maintain harmony between all residences.

B) Scope of Responsibility

The ARC has control over all construction within the community. All construction must first be approved by the ARC.

C) Enforcement Powers

Should an architectural violation occur, the Association has the right to injunctive relief including placing a lien upon the property to require the Owner to stop, remove, and/or alter any improvement in a manner which complies with the standards established by the Association. Approval by the ARC does not relieve the owner of his/her obligation to receive any additional governmental approvals, if required.

D) Limitation of Responsibilities

The primary goal of the ARC is to review the application, plans, specifications, materials and samples to determine if the proposed structure conforms with the design and Architectural Criteria as set forth by the ARC. The ARC does not assume responsibility for such things as structural adequacy, conformance with local or state building codes, safety requirements, or other governmental laws and ordinances.

E) COMMITTEE MEMBERS

The ARC shall consist of at least three (3) but not more than seven (7) individuals appointed by the Collier Club Homeowner's Association of Indian River County, Inc.

F) Appeal

If an applicant has been denied, or approval made subject to conditions which the Owner feels are unacceptable, the Owner may request a hearing before the ARC to justify their position. The ARC will review its decision and notify the Owner of its final decision within (10) days of the hearing.

G) Construction Inspections

Periodic inspections may be made by the ARC while construction is in progress.

ARCHITECTURAL REVIEW PROCESS

- A) The Owner makes an application to the ARC. The application must include a site plan, floor plans, elevations and specification for the proposed residence. Landscape plans may be submitted at a later date, but also must be approved by the ARC.
- B) A member of the ARC reviews the application and submitted data to determine its completeness. If sufficient information exists to enable the ARC to evaluate the proposed project, a meeting of the full committee is called. If not, the committee member may request additional information from the applicant.
- C) The ARC reviews the proposed project within thirty (30) days and the Owner is notified that the application has been approved, approved with stipulations or disapproved. Reasons for stipulations of disapproval are cited. If the ARC does not notify the Owner within thirty (30) days, the application is deemed to have been disapproved. A simple majority of the ARC is required to approve or disapprove any project.

Diagram "A"

