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This document prepared by and
to be returned to:

Scott D. Newsom, Esq.
Becker & Poliakoff, P.A.
111 N. Orange Avenue
Suite 1400
Orlando, FL 32801

Cross-Reference to Declaration:
Official Records Book 5423, Page 2691

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HAWKS NEST AT AQUARINA**

This Amended and Restated Declaration of Covenants and Restrictions for Hawks Nest at Aquarina (this "Amended Declaration") is made as of this 13th day of November, 2014.

RECITALS AND DECLARATION

WHEREAS, that certain Declaration of Covenants and Restrictions for Hawks Nest at Aquarina (the "Original Declaration") is dated January 27, 2005 and recorded February 16, 2005, in Official Records Book 5423, Page 2691, Public Records of Brevard County, Florida; and

WHEREAS, Certified Building Corp. ("Certified") had purchased that certain property located in Brevard County, Florida, described as Hawks Nest in the Aquarina Planned Unit Development (the "Hawks Nest Property"), as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, from Indian River Developer, along with all associated and related developer's right in the Hawks Nest Property; and

WHEREAS, the Hawks Nest Property was subject to and bound by the terms, conditions, obligations, covenants and restrictions set forth in the Original Declaration; and

WHEREAS, Certified intended to create a mixed-use residential community consisting of duplex single family residences (the "Residences") on all or portions of the Hawks Nest Property pursuant to a general plan of development, and, with a view to that end, recorded the Original Declaration and formed a non-profit corporation called the Hawks Nest at Aquarina Homeowners Association, Inc. (the "Association") to perform certain functions of common concern to the owners of interests, including residential dwellings, in the Hawks Nest Property and to enforce the covenants, restrictions, charges and liens created by the Original Declaration; and

WHEREAS, a certain portion of the Hawks Nest Property intended for common use by owners of interests (including Residences and other residential dwellings) in the Hawk Nest

Property, including roadways, vacant land and other common areas, was conveyed, dedicated and/or platted to the Association, which property is more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, Certified constructed and sold six (6) Residences as described in Exhibit "C", attached hereto and incorporated herein by this reference, to purchasers who are all parties to this Amended Declaration (the "Homeowners"); and

WHEREAS, MAD Associates, LLC, successor to Certified and hereinafter referred to as the Developer", purchased the remainder of the Hawks Nest Property and all associated and related developer's rights therein from Certified, such property being more particularly described in Exhibit "D", attached hereto and incorporated herein by this reference; and

WHEREAS, the Developer is desirous of replatting and/or withdrawing a portion of such property (the "MAD Associates Property") to allow for the development of additional forms of residential dwellings, which MAD Associates Property is more particularly described in Exhibit "E", attached hereto and incorporated herein by this reference, in accordance with Article II of the Original Declaration; and

WHEREAS, Article XII, Section 6 of the Original Declaration provides that the Original Declaration may be amended by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Class A Membership and the affirmative vote of the Class B Member; and

WHEREAS, the Homeowners have agreed and do hereby consent in writing to this Amended Declaration; and

WHEREAS, Developer has agreed and does hereby consent in writing to this Amended Declaration; and

WHEREAS, not less than sixty-six and two-thirds percent (66 2/3%) of the Owners have consented in writing to this Amended Declaration and the Developer has consented in writing to this Amended Declaration.

NOW, THEREFORE, the Hawks Nest Property, together with such additions thereto as are hereafter made pursuant to this Amended Declaration, shall be held, conveyed, leased, mortgaged, transferred, sold, occupied and/or improved subject to and bound by the easements, covenants, terms, conditions, restrictions, provisions, servitudes, charges and liens set forth in this Amended Declaration.

1. **SUBMISSION:** This Amended Declaration is hereby adopted by the Members of Hawks Nest at Aquarina Homeowners Association, Inc., a Florida not for profit corporation. The land subject to this Amended Declaration and the improvements located thereon have already been

submitted to the Original Declaration. No additional property is being encumbered by this Amended Declaration. The covenants and restrictions contained in this Amended Declaration run with the land, are equitable servitudes and are binding upon and inure to the benefit of all parties having any right, title or interest in the land, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. DESCRIPTION OF PROPERTY. The land subject to and bound by this Amended Declaration is the Hawks Nest Property as more particularly described on the attached Exhibit "A", which is incorporated herein by this reference.

3. DEFINITIONS. The following terms used in the Governing Documents shall have the meanings stated, unless the context clearly admits and requires another meaning.

3.1 "Act" or "Homeowners' Association Act" means the Florida Homeowners' Association Act (Chapter 720, Florida Statutes, 2012), as it now exists and/or as it may be amended and/or renumbered from time to time, including the definitions therein contained to the extent such definitions are not inconsistent with this Section 3.

3.2 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 8 of this Amended Declaration.

3.3 "Articles" means the Articles of Incorporation of the Association, and as they may be amended and/or supplemented from time to time.

3.4 "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Association which from time to time is assessed against the Members, including without limitation annual Assessments and special Assessments, as authorized by Section 11 of this Amended Declaration.

3.5 "Association" means Hawks Nest at Aquarina Homeowners Association, Inc., a Florida corporation not for profit, which has its principal place of business in Brevard County, Florida, and its successors and assigns.

3.6 "Board" means the Board of Directors of the Association.

3.7 "Bylaws" mean the Bylaws of the Association, and as they may be amended and/or supplemented from time to time.

3.8 "Charge" means any legal or equitable indebtedness or sums owed to or due to the Association, incurred by, or on behalf of, an Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

3.9 "Common Areas" means any and all real property and improvements thereon owned by, leased to, and/or dedicated to the Association for the use and benefit of some or all of its Members.

3.10 “Common Expenses” means those expenses for which Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Areas, including but not limited to the surface water management system, if any, beyond the obligations of the Master Association as set forth in the Master Declaration and/or required by the applicable governmental authorities, and such other expenses as may be declared expenses by this Amended Declaration, the Articles, the Bylaws, the Association or by the Act. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Parcels or Living Units, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Community. The expenses of communications services, information services or Internet services are specifically considered part of the Common Expenses, if so designated by the Board. Common Expenses also include reasonable insurance for directors (“Directors”) and officers (“Officers”) of the Association, road and street maintenance and operation expenses, and access control/privacy services, which are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Areas or the Hawks Nest Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed or supplied to the Community by the Association, including, but not limited to, water and sewer service where a master meter services the Community.

3.11 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

3.12 “Community” or “Hawks Nest” means the real property and all improvements included in the Hawks Nest Property as that term is defined above.

3.13 “County” or “the County” means Brevard County, Florida.

3.14 “Developer” means MAD Associates, LLC, a Florida limited liability company, and its designated successors and assigns.

3.15 “Declaration” or “Amended Declaration” means this instrument, and as it may be amended and/or supplemented from time to time.

3.16 “Design Review Guidelines” established architectural standards and guidelines for improvements and modifications to Living Units, including Structures, landscaping and other items on Living Units, which are part of the Rules and Regulations.

3.17 “Family” or “Single Family” shall refer to any one of the following:

- (A) One natural person, his or her spouse, if any, and their custodial children, if any.

(B) Not more than two natural persons not meeting the requirement of Section 3.19(A) above, but who customarily and continuously reside together as a single housekeeping unit, and the custodial children of said parties, if any.

(C) The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Parcel or Living Unit, Residence or Unit as part of the Owner's Family, but is not a title holder.

(D) Any use restriction or other restrictive covenants, as well as all standards of behavior and conduct found in the Governing Documents, shall include the Family members of all Residents, including Owners and Tenants, and unless the context would not so permit, Guests and Invitees.

3.18 "Fractional Ownership" or "Unit Sharing" means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities or other combinations acquire title to a Parcel or Living Unit (or any other possessory or use right in a Parcel or Living Unit) with the intention of allocating use rights among legal or beneficial Owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Parcel or Living Unit.

3.19 "Governing Documents" means this Amended Declaration and all recorded exhibits to it, the Articles, the Bylaws, the Rules and Regulations and/or any Design Review Guidelines.

3.20 "Guest" means a person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

3.21 "Hawks Nest" or "Hawks Nest at Aquarina" is the name of the Community.

3.22 "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's Occupant, or otherwise entering the Community on a temporary basis at the express or implied consent of an Owner or Resident, including without limitation contractors, workmen, delivery persons, domestic assistants and health care assistants.

3.23 "Lease," when used in connection with a Living Unit, means a grant by the Owner of the Unit to another person of a temporary right of use of the Unit for valuable consideration.

3.24 "Lien for Charges" means a lien which is recorded to secure a Charge.

3.25 "Living Unit," "Residence" or "Unit" means any Structure, including a single family detached or attached dwelling unit or a condominium unit, located within the Community and intended for use as a residence by one Family. If a Living Unit is a free-standing zero lot line, or attached single family home located on a Parcel, the words "Living Unit," "Residence" or "Unit" shall be interpreted as if followed immediately by the words "and the Lot or Parcel on which it is located."

3.26 "Member" means any or all of those persons who are Members of the Association, as

provided in the Governing Documents.

3.27 “Neighborhood” means a condominium, cluster housing, group of single family homes or villas, or any other residential sub-area development within the Community, where all the Parcels and Living Units are subject to a single common recorded Neighborhood Declaration of Covenants.

3.28 “Neighborhood Association” means a condominium association as defined in Section 718.103(2) of the Florida Statutes (2012), as amended and/or renumbered from time to time (“Condo Neighborhood Association”), an incorporated homeowners association as defined in Section 720.301(9), Florida Statutes (2012), as amended and/or renumbered from time to time (“HOA Neighborhood Association”), a commons association or any other incorporated mandatory membership community association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

3.29 “Neighborhood Common Areas” means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If any Neighborhood has been submitted to the condominium form of ownership, the term includes the common elements of the condominium.

3.30 “Neighborhood Declaration of Covenants” or “Neighborhood Covenants” means any and all covenants, conditions, restrictions and other provisions imposed by a recorded Declaration of Covenants or other similar instrument, applicable to one or more specific Neighborhoods. The term also refers to any and all exhibits to the recorded Declaration, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

3.31 “Occupy” when used in connection with a Living Unit, means the act of residing in the Unit on two or more consecutive days. An **“Occupant”** is one who occupies a Living Unit.

3.32 “Owner” means the record Owner or Owners of legal title to any Parcel, Lot and/or Living Unit.

3.33 “Parcel” or “Lot” means one or more of the platted portions of land into which the Community has been or will be subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the words “Parcel” and “Lot” shall be interchangeable, and shall be interpreted as though followed by the words “and the Residence or Living Unit constructed thereon” and shall include condominium units within the Community unless the context specifically indicates otherwise.

3.34 “Primary Occupant” means a natural person designated for occupancy of a Parcel or Living Unit when title to the Parcel or Living Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person; except where the context clearly indicates otherwise, the term “Owner” shall include “Primary Occupant”.

3.35 “PUD” means the Planned Unit Development ordinance and/or other related documents for

Aquarina and/or Aquarina P.U.D., as each may be amended and/or modified from time to time, including without limitation, the Brevard County 2011 approved amendment.

3.36 “Resident” means any person who is occupying a Parcel or Living Unit as his or her residence for that period of time and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Parcel or Living Unit.

3.37 “Rules and Regulations” or “Rules” means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board. The Design Review Guidelines are part of the Rules and Regulations.

3.38 “Service Assessment” means a charge against one or more Parcels or Living Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Parcels or Living Units so benefited. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting or accepting the material or service.

3.39 “Structure” means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

3.40 “SJRWMD” means St. Johns River Water Management District.

3.41 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee”.

3.42 “Tract” means any and all platted portions of the Community that are not included within a Neighborhood, are not part of the Common Areas and do not contain a Living Unit.

3.43 “Voting Interests” means the arrangement established in Section 6.1 of this Amended Declaration by which the Owners of each Parcel, Lot, Tract or Living Unit are entitled to vote in the affairs of the Association, whenever a vote of the Members is permitted or required as to any Association business.

3.44 “Master Association” means Aquarina Community Services Association, Inc., and its successors and assigns.

3.45 “Master Declaration” means that certain Declaration of Covenants, Conditions and Restrictions for Aquarina recorded in Official Records Book 2434, Page 1145, Public Records of Brevard County, Florida, and any amendments and/or supplements thereto.

3.46 “Supplemental Declaration” means any instrument recorded by the Developer in the County’s Public Records for the purpose of withdrawing any Parcels, Lots, Tracts and/or Living Units or otherwise amending and/or supplementing this Amended Declaration.

3.47 “Institutional Mortgage” means a bona fide first mortgage on a Living Unit, Parcel and/or Lot held by an Institutional Mortgagee.

3.48 “Institutional Mortgagee” means any bank, savings and loan association, credit union, insurance company, mortgage company, real estate investment trust, agency of the United States government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies, the Developer or any affiliated entity of the Developer.

4. GENERAL DEVELOPMENT PLAN. The Community shall be used for the purposes as provided for herein, subject to the zoning requirements of the PUD and the County (if not otherwise provided for in the PUD); provided, however, that Developer’s development plans comply with the zoning and density approved by the PUD, and any amendments thereto. Notwithstanding anything to the contrary in the Governing Documents, the Developer shall have the authority, in its sole and absolute discretion, to change the following: its plans; its development plans; number of buildings; number of Living Units; number of Parcels; number of Lots; number of Residences; size of Structures; type of Living Units; type of Structures; recreational facilities; number or type of recreational facilities; location of recreational facilities; amenities; number or type of amenities; location of amenities; and/or any aspect of any kind of Developer’s development of Hawks Nest.

4.1 Quiet Enjoyment. The Community is a residential development.

4.2 Subdivision and Regulation of Land. No Parcel or Living Unit may be further divided or subdivided by any person or entity other than the Developer without the express written consent of the Association. No Owner or Neighborhood Association shall inaugurate or implement any variation from, modification to or amendment of the County zoning requirements, or any other governmental plans, land development regulations, development orders or development permits applicable to the Community, or to any Parcel or Tract, without the prior written approval of Association, which approval may be denied at the sole discretion of Association. Nothing herein is intended to prevent judicial partition of a Parcel, Tract and/or Living Unit owned by two or more persons, and/or to prohibit or prevent in any way the subdivision, partition and/or withdrawal from the Community of the MAD Associates Property, or any portion thereof. Notwithstanding anything to the contrary in the Governing Documents and this Section 4.2, Developer shall be entitled to subdivide, withdraw, divide, develop, redevelop and/or partition any portion(s) of the MAD Associates Property, in the sole and absolute discretion of Developer, with no approval and/or vote of the other Owners, Members and/or the Association necessary or required.

4.3 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Association shall be responsible for maintenance of all surface water management systems, lakes and water retention areas in the Community, if any, but only to the extent that such maintenance is not the responsibility of, has not been assumed and/or has not been performed by the Master Association in accordance with the Master Declaration.

(A) No Structure of any kind (including docks) shall be constructed or erected in or on, nor shall any person in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways or wet retention ponds or dry retention areas intended for the accumulation of runoff surface waters, without the prior written permission of the Association and the Developer.

(B) No person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Association, the Master Association, the County, SJRWMD or any appropriate governmental agency that may reasonably require access. Nonexclusive blanket easements over all Common Areas for these purposes are hereby specifically reserved and created.

(C) No Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association, the Master Association and the SJRWMD. No person other than the Association or a Neighborhood Association, subject to such conditions as the Association may impose, may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All stormwater management systems, excluding those areas (if any) maintained by the County, will be the primary responsibility of the Master Association. The Master Association and/or the Association may enter any Parcel, Tract, Living Unit or Neighborhood Common Area and make whatever alterations, improvements or repairs that are deemed necessary to provide, maintain or restore proper surface water management with advance notice to the owner of that Parcel, Tract, Living Unit or Neighborhood Common Area.

(E) Nothing in this Section 4 shall be construed to allow any person to construct any new water management facility, or to alter any stormwater management systems without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD.

(F) Notwithstanding anything to the contrary in the Governing Documents, the Developer shall be exempt from the provisions of this Section 4.

5. THE ASSOCIATION; PURPOSES AND POWERS. The primary purposes of the Association are to own, operate, insure, protect and maintain the Common Areas of the Hawks Nest

Property, including but not limited to, private roadways and decorative entranceways within the Community; to enforce restrictive covenants applicable to the Community; to protect the architectural and aesthetic integrity of the Community; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents or law, including the Act. The Association shall operate, maintain and repair all property and related improvements and shall operate the Community and the Association pursuant to the terms of the Act, to the extent that the Act is applicable.

5.1 Common Areas. The Association shall operate, maintain and hold title to the Common Areas. The Common Areas are all portions of the Community not part of a Neighborhood. Common Areas include, without limitation, private roads not within Neighborhood Common Areas, surface water drainage and management systems, and entranceways. The Board may promulgate reasonable Rules and Regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall generally be available to all Members and their Invitees, Guests, Family Members and Tenants, subject to the rules and the Governing Documents, and the Association's right to suspend use rights for nonpayment of monetary obligations and/or violation of the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the structures, facilities and amenities located thereon shall be part of the Common Expenses accessed against all Parcels, Lots and/or Living Units as set forth in detail in Section 11 of this Amended Declaration.

5.2 Management Contracts. The Association has the right and the power to enter into contracts for professional management of the Association or to employ management or other personnel.

5.3 Personal Property. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. Real property may be acquired by the Association if approved by the same percentage vote as required to amend this Amended Declaration.

5.4 Insurance. The Association at all times shall procure and maintain adequate policies of property, public liability and other insurance as it deems advisable or necessary and as required in Section 14 of this Amended Declaration. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

5.5 Express and Implied Powers. The Association may exercise any rights, power or privilege given to it expressly by the Governing Documents and/or by law, including the Act, as each may be amended, supplemented and/or renumbered from time to time, and every other right, power and/or privilege reasonably inferable therefrom.

5.6 Acts of the Association. Unless the approval or affirmative vote of the Members is specifically made necessary by applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Members. The Officers and Directors of the Association have a fiduciary relationship to the Members. A Member does not have the authority to act for the Association by

reason of being a Member.

5.7 Official Records. The Association shall maintain its official records and allow access and photocopying rights to all Members, as required by law. The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose reasonable fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the current recorded Governing Documents to ensure availability to Members and prospective Members, and may charge its actual costs for reproducing and furnishing these documents to persons entitled to receive them.

6. MEMBERSHIP; VOTING RIGHTS. Every record Owner of legal title to a Parcel, Tract, Lot or Living Unit within the Community is automatically a Member of the Association. Membership is appurtenant to, and may not be separated from, the ownership of a Parcel, Tract, Lot or Living Unit to which it is an appurtenance by any method other than the sale or other conveyance of record legal title to the Parcel, Tract, Lot or Living Unit to which it is appurtenant, although voting rights may be suspended as provided by law or by the Governing Documents. The rights, powers, duties and privileges of Members shall be as set forth in this Amended Declaration, and in the Articles and Bylaws. Membership is not assignable and/or transferable by any method other than the sale or other conveyance of record legal title to the Parcel, Tract, Lot or Living Unit to which it is appurtenant. Upon the lease of a Parcel, Lot or Living Unit to which a membership is appurtenant, the Member delegates that Member's use privileges of recreational facilities to the Tenant residing in his, her or its Lot, Parcel or Living Unit, and the Member shall not be entitled to use of the facilities, except as a Guest of another Member who must also be present, during the period of the delegation; provided, however, that the Member does not relinquish his, her or its membership rights and/or voting rights appurtenant thereto.

6.1 Voting Interests. Each Member, including the Developer, shall have one (1) vote for each Parcel, Lot or Living Unit owned by that Member. Each Member, including the Developer, shall have thirty (30) votes for each Tract owned by that Member. When more than one person is an Owner of any Parcel, Lot, Tract or Living Unit, all such persons shall be Members, but the vote for that Parcel, Lot, Tract or Living Unit shall be exercised only by one Member eligible to vote (the "Member Eligible to Vote"). In no event shall there be more than one (1) vote cast for each Parcel, Lot or Living Unit within the Community. In no event shall there be more than thirty (30) votes cast for each Tract within the Community. The vote for each Parcel, Lot, Tract or Living Unit must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote is cast for any Parcel, Lot and/or Living Unit, the vote for that Parcel, Lot and/or Living Unit shall not be counted for any purpose except for establishing a quorum. If a Member Eligible to Vote casts a vote on behalf of a Parcel, Lot, Tract and/or Living Unit, it shall be conclusively presumed that Member Eligible to Vote was acting with the authority and consent of all Owners of that Parcel, Lot, Tract and/or Living Unit. Notwithstanding anything to the contrary in the Governing Documents, the creation, sales, conveyances and/or transfer of any kind of a Living Unit, Residence, Lot and/or Parcel from a portion of a Tract shall not act and/or serve to reduce the total number of votes of the remainder of that Tract; provided, however, that the remainder still meets the definition of a Tract set

forth in this Amended Declaration.

6.2 Association Rights and Easements. Members in good standing and their Families, Guests, Tenants and Invitees have the non-exclusive privilege to use the Common Areas subject at all times to:

- (A) The authority of the Association to adopt the annual budget and determine the annual Assessments to be paid by Members.
- (B) The authority of the Association to charge any admission, use or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners, Guests or Lessees than for Owners, but shall be uniform within the related groups.
- (C) The authority of the Association to suspend a Member's right to use Common Areas for the period during which any Assessment or Charge against the Member's Parcel or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Association's Governing Documents.
- (D) The authority of the Association to dedicate or transfer title to all or any part of the Common Areas to any governmental agency, public authority, or utility.
- (E) The authority of the Association to grant easements over, across or through the Common Areas.
- (F) The authority of the Association to open the Common Areas for use by non-Members of the Association and/or non-Owners.
- (G) The authority of the Association, with the prior consent of a majority of the Voting Interests, to borrow money, and in aid thereof, to mortgage Common Areas.
- (H) The authority of the Association to take such steps as are reasonably necessary to protect the Common Areas.
- (I) The authority of the Association to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps.
- (J) The authority of the Association to assume all maintenance responsibilities for the private roads within a Neighborhood, with the cost of such maintenance to be a Common Expense of the Association.
- (K) The provisions of this Amended Declaration and the Governing Documents adopted by the Association governing use and enjoyment of the Common Areas.
- (J) The Developer's development and construction within Hawks Nest.

6.3 Separation of Ownership. The ownership of a Parcel, Lot and/or a Living Unit constructed

thereon, may not be separated or separately conveyed from the membership in the Association appurtenant to such Parcel, Lot and/or Living Unit, nor may any person who does not have an ownership interest in at least one Parcel, Living Unit, Lot and/or Tract be a Member of the Association.

7. GENERAL COVENANTS AND USE RESTRICTIONS.

7.1 Lawns, Landscaping; Sprinkler Systems. To the extent that the Association is not responsible for performing the maintenance and/or upkeep described in this Section 7.1, all areas and/or Lots not covered by Structures, walkways or paved parking facilities shall be maintained by their Owners. Stone, gravel or paving may not be used as a substitute for grass in a lawn, provided that Owners may install "Florida Friendly Landscaping" as permitted by law. Certain areas as determined by the County or other governmental agency having jurisdiction shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the residential Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency. Lawns must be regularly cut and mulched areas regularly re-mulched. Irrigation systems located on Neighborhood Common Areas or Tracts shall be the responsibility of the Neighborhood Association. Sprinkler systems located on the Common Areas shall be the responsibility of the Association.

Notwithstanding anything to the contrary herein or in the Governing Documents, for only those Parcels, Lots and/or Living Units not located within a Neighborhood Association, the Association shall be responsible for responsible for maintenance, upkeep, repairs, replacement, mowing, trimming and edging of all landscaping and driveways. The Board shall have the authority to delegate the responsibility of ordering and/or performing the work required by this Section 7.1 to a management company and/or designated agent.

7.2 Maintenance of Premises. High weeds, underbrush, grass and other unsightly vegetation shall not be permitted to grow or remain upon any Parcel, Tract and/or Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Parcel or Neighborhood Common Area. To the extent that the Association is not responsible for performing the maintenance and/or upkeep described in this Section 7.2, if any Owner and/or Neighborhood Association permits the growth of such weeds, high grass, underbrush or other unsightly vegetation, and fails to correct same after reasonable notice by the Association, the Association shall have the right to enter upon the premises and make such corrections; and if it does so the Association may charge the responsible Owner and/or Neighborhood Association for the cost of the corrections. Until paid, this Charge shall be a lien against the offending Parcel and/or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all Structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all Structures shall be maintained in a finished, painted and attractive condition. Each Owner shall be responsible for keeping the interior and exterior of that Owner's Lot, Parcel and/or Living Unit in a clean, safe and orderly condition and in good repair to the extent that the Association is not responsible for doing so pursuant to this Amended Declaration. If any Owner and/or Neighborhood Association fails and/or refuses to perform the required maintenance and/or repairs, and continues to fail and/or refuse to correct same after reasonable notice by the Association, the Association shall have the right to enter upon the premises and make such

corrections; and if it does so the Association may charge the responsible Owner and/or Neighborhood Association for the cost of the corrections. Until paid, this Charge shall be a lien against the offending Parcel and/or Neighborhood Common Area.

Notwithstanding anything to the contrary herein or in the Governing Documents, for only those Parcels, Lots, Living Units and/or Residences not located within a Neighborhood Association, the Association shall be responsible only for the following: exterior painting; exterior wall maintenance, repairs, reconstruction and replacement; roof maintenance, repairs, reconstruction and replacement; reconstruction and replacement of foundations; replacing and reconstructing those portions of each wall partially surrounding a patio, courtyard and/or swimming pool appurtenant to a Lot, Parcel and/or Living Unit which is visible from outside the Lot, Parcel and/or Living Unit; reconstructing and replacing window casements of each Living Unit (but specifically excluding doors, windows, screens, gutters and/or downspouts of each Living Unit). The Board shall have the authority to delegate the responsibility of ordering and/or performing the work required by this Section 7.2 to a management company and/or designated agent. The Association shall also be responsible for maintenance, upkeep, repairs, replacement, mowing, trimming and edging of all landscaping and driveways. Notwithstanding the foregoing, an Owner of a Living Unit shall be responsible for the above to the extent that such Owner's actions, negligence and/or willful misconduct, or the actions, negligence and/or willful misconduct of such Owner's Family, Guests, Invitees and/or Tenants are the reason for such work, maintenance, repairs and/or replacement being required.

7.3 Open Space. Any land subjected to this Amended Declaration and designated as open space, landscape buffer, preserve area, conservation area or other designation of similar import on any plat, declaration of covenants, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. No development of any kind may occur on such land except structures or improvements which promote the use and enjoyment thereof for open space purposes.

7.4 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating therefrom.

7.5 Walls, Fences and Hedges. No wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet (6') above the ground level of any adjoining Parcel or Neighborhood Common Area, except for hedges, wall or fences maintained by the Association as a buffer or divider with property outside of the Hawks Nest Property. No wall, fence, hedge or other similar barrier shall be constructed on any Parcel or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the ARC and the Developer. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARC and the Developer, whose decisions shall be final. Approval shall not be given for the construction of any wall, fence or hedge which materially interferes with the water view of any Parcel, Lot or Living Unit or any view toward the east, south or west of the Developer's

proposed condominium units (however, this does not obligate the Developer to construct condominium units within Hawks Nest). In no event will the Association take any action to build any wall, fence, hedge, or other divider of any type above the ground level of any adjoining Parcel or Neighborhood Common Area without the Developer's prior written consent. Notwithstanding anything to the contrary in this Amended Declaration, this Section 7.5 shall not apply to the Developer.

7.6 Colors. No exterior colors shall be permitted on any Structure if they are not colors set forth in the Design Review Guidelines, and would therefore be inharmonious, discordant or incongruous with the Community and/or a particular Neighborhood. Changes to the initial design and color of all Structures are subject to approval in advance by the Association and the Developer (for so long as Developer owns any portion of Hawks Nest).

7.7 Underground Utilities. No lines and/or wires for communications and/or the transmission of current shall be constructed, placed, installed, located and/or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in Structures shall be constructed or placed and maintained underground, unless otherwise approved in writing by Association and the Developer (for so long as Developer owns any portion of Hawks Nest). No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

7.8 Water Supply; Private Wells; Water Rights. Each Owner shall connect the water lines serving his, her or its Living Unit or Parcel to the lines of the utility provider(s) providing service to the Hawks Nest Property. No Owner may install or operate a private well. The conveyance of a Parcel or Living Unit to a purchaser does not convey the right to develop or utilize ground or surface water resources within or under such Parcel or Living Unit.

7.9 Temporary Factory-Build or Existing Structures. No Structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected or used for residential purposes in the Community without the prior written permission of Association, and such permission may be arbitrarily withheld. No tent, trailer or other temporary Structure, shall be permitted at all unless the size, appearance and location have been approved by the Board, and such size, appearance and/or location may be arbitrarily determined by the Board. The use of trailers and other temporary structures of a factory-built or similar nature is permitted on the MAD Associates Property during the construction of improvements thereon, but only for construction and/or sales purposes and not for use as living or sleeping accommodations.

7.10 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping or other screening materials must be placed around this type of equipment and installations, and maintained by the appropriate Owner or Neighborhood Association.

7.11 Clothes drying. No outdoor clothesline or other clothes drying area shall be allowed except

at locations approved in writing in advance by the Association.

7.12 Lighting. Except as may have been initially installed in connection with the development of the Community, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Parcel, Lot and/or Living Unit without the prior approval of the ARC, which may be denied if the ARC finds that the proposed lighting is likely to allow unreasonably disturbing quantities of light to be reflected on any other Parcel or Living Unit, or upon any Common Areas or any part thereof. Low intensity lighting, including for example normal and customary holiday lighting and decorations, which do not unreasonably disturb the other Owners or Occupants of the Community, shall be allowed.

7.13 Air Conditioners. Wall or window air conditioning or heating units are not permitted.

7.14 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of Structures shall be permitted only at locations approved in advance in writing by the Association or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

7.15 Signs. No signs, billboards or advertisements of any kind, including without limitation those of realtors, candidates for election to public office, contractors and/or subcontractors, shall be erected anywhere within the Community without the written consent of the Board, except signs used or erected by the Association, entry and directional signs installed by the Association, and signs required by law. This prohibition applies equally to signs displayed from within Parcels, Lots and/or Living Units and/or motor vehicles, including but not limited to magnetic signs. Permission shall not be granted to erect a sign on any Parcel or Living Unit, unless the sign is necessary to comply with the law or to avert serious hardship to the Owner of such Parcel or Living Unit. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict size, color, lettering, placement and duration of posting. The Board shall have the right to erect signs as it, in its discretion, deems appropriate. If any sign is erected in violation of this Section 7.15, the Association shall have the right to enter the property on which the sign is located and remove it. Notwithstanding anything to the contrary herein and/or in the Governing Documents, the restrictions in this Section 7.15 shall not apply to the Developer.

7.16 Trucks, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

(A) No commercial vehicle of any kind shall be parked, kept or stored in the Community except for construction or service vehicles temporarily present on business.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, heavy truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Hawks Nest Property unless it is kept fully enclosed inside a Structure. For purposes of this paragraph only, an open carport shall not be deemed a Structure. House trailers, semitrailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in the Hawks Nest Property for loading and

unloading purposes only, and then for a maximum of twelve (12) consecutive hours. Parking more frequently or for longer periods of time may be permitted, but only with the prior written approval of the Board.

(C) Motor vehicles and/or golf carts shall not be parked anywhere other than on paved or other areas designated for that purpose, or in garages or carports. Parking on lawns or landscaped areas is prohibited.

(D) Motor vehicles shall not be used as a domicile or residence, either permanent or temporary.

(E) Paragraphs (A) through (D) above shall not be deemed to prohibit any temporary facility permitted by Section 7.9 above.

(F) Any vehicles parked in violation of this Section 7.16, or rules promulgated to implement or enforce this Section 7.16, shall be subject to being towed away at the vehicle owner's expense.

(G) Unlicensed gasoline or diesel powered vehicles, may not be used and/or operated on Common Area streets or roadways.

(H) The Board may adopt supplemental Rules and Regulations to interpret and enforce these provisions, including rules defining the terms used herein.

7.17 Living Units; Residential Use. Each Living Unit shall be occupied by only one Family at any time, as a residence and for no other purpose. The letting of rooms, subleasing, and taking in "boarders" or paying "house-mates" is not permitted. Fractional Ownership is not permitted. No business, commercial activity and/or profession may be conducted in or from any Living Unit, nor may the name of the Community or the address of any Living Unit be publicly advertised or registered with applicable governmental agencies as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This Section 7.17 shall not be construed to prohibit any Resident from maintaining a personal or professional library, from keeping his or her personal, business or professional records in his or her Living Unit, or from handling his or her personal, business or professional telephone calls or written correspondence in and from his or her Living Unit; provided that such uses do not involve customers or clients coming into the Community, the posting of any signage in the Community, the storage of equipment, products or materials in the Community, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services. Such uses are expressly declared customarily incident to residential use. This Section 7.17 is, however, intended to prohibit commercial or business activity by a Member and/or Resident that would unreasonably disrupt the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients. Garage sales, yard sales, and similar events are prohibited, except that the Association may sponsor such events if the events

are made equally available for participation by every Resident.

7.18 Leasing of Living Units. All leases and/or rental agreements for a Lot, Parcel and/or Living Unit shall provide that the Association has the right to terminate that lease and to evict the Tenant and/or Resident upon the default by the Tenant and/or Resident in observing any of the provisions of any of the Governing Documents, the Master Declaration and/or any other instrument and/or document governing the Hawks Nest Property. The Owner of a leased Parcel, Lot and/or Living Unit shall be jointly and severally liable with his or her Tenant to the Association to pay any claim of injury, damage and/or property damage caused by the negligence, omissions and/or intentional acts of the Tenant without prejudice to any right of the Owner against the Tenant. Every lease shall be subordinated to this Amended Declaration and/or any lien filed by the Association or the Master Association whether before or after the lease was entered into. The initial term of any lease or rental agreement for any Parcel, Lot and/or Living Unit shall be for a period of not less than ninety (90) consecutive days. Any renewal, extension, update, and/or assignment of a lease and/or rental agreement constitutes a separate lease and/or rental agreement for all intents and purposes under this Section 7.18 and shall be subject to the same requirements. Neighborhood Covenants may establish stricter standards for particular Neighborhoods. In the event Neighborhood Covenants provide restrictions that are more restrictive and/or stricter than this Section 7.18, the stricter and/or more restrictive leasing provision shall control for that Neighborhood.

7.19 Pets and Animals. Ordinary household pets (limited to cats, dogs, tropical fish, and small birds in cages) in reasonable numbers may be kept by Owners and Tenants; provided, however, that no Owner and/or Tenant may keep more than two (2) cats and/or dogs and no pet of any kind may exceed sixty pounds (60 lbs) in weight. Pets shall not be permitted to roam free on the Common Areas. The Association may restrict the walking of pets to certain areas. Owners or Tenants who walk their pets on Common Areas must immediately clean up after their pets. Commercial activities involving animals, such as breeding, training, boarding and veterinary services are not allowed. No pets of any kind may be kept on a terrace, balcony, patio and/or lanai. If in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or if the owner of a pet fails or refuses to comply with these restrictions, the Owner and/or Tenant, upon written notice, may be required to remove said pet from the Community. No reptiles, amphibians, rodents, poultry, swine or livestock may be kept in the Community.

7.20 Nuisances. Nothing may or shall be done which is or threatens to become a source of unreasonable annoyance or nuisance to Residents. Any question with regard to the interpretation of this Section 7.20 shall be decided by the Board.

7.21 Correction of Health and Safety Hazards. Any conditions of the physical property which are deemed by the Board to be an immediate hazard to the public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof may be charged to the responsible Owner and/or Neighborhood Association.

7.22 Assignment of Approval Rights. All rights to approve or disapprove any activity, construction, alteration or other material change in the function or the appearance of the physical property in the Community have devolved upon and are deemed assigned to the ARC and the Developer (for so long as Developer owns any portion of Hawks Nest).

7.23 Sports Equipment, Toys and Recreational Apparatus. Basketball hoops, street hockey nets, trampolines, badminton nets, soccer nets, swings, jungle gym sets or children's recreational sets and similar equipment or apparatus are not permitted within the Hawks Nest Property except during the day time. The item(s) must be put away before nighttime. No sports equipment or recreational apparatus can be permanently and/or temporarily mounted to the exterior of a Living Unit. The Board shall have the authority to grant variances or waivers to the requirements of this Section 7.23; provided, however, prior written notice is provided to adjacent Owners within one hundred feet (100') of the location of the variance and/or waiver.

7.24 Hurricane Shutters.

(A) Hurricane Shutters. Hurricane shutter styles – accordion, panel or roll shutters made of metal and white in color or clear thermoplastics that meet Florida Building Code are acceptable within the Hawks Nest Property with the prior written approval from the ARC. In case of an emergency, plywood or other temporary protective materials approved by the ARC are acceptable and can be secured three (3) days before the threat of a named storm, but must be taken down within five (5) days after the threat or named storm has passed the area. If the Unit Owner is present, then the Owner must remove the hurricane shutters, plywood and/or temporary protective materials within (5) days after the threat or named storm passing. Hurricane shutters are allowed to be secured during the absence of an Owner. If the Owner is present and has the shutters secured for reasons other than for a storm threat, they may not be secured for a period of more than twenty-four (24) hours.

(B) Liability. If a condominium, townhouse, carriage house, villa or single family Owner uses plywood in the case of an emergency, that Unit Owner is responsible for repairing and returning to its original condition the exterior walls of the building from the holes and/or other effects that were created by the temporary installation of the plywood.

(C) Maintenance. Each Owner must install and maintain the hurricane shutters referred to herein in a first-class manner. If the Owner fails and/or refuses to maintain the hurricane shutters, as required herein, then fifteen (15) days after written notice from the Association to that Owner, the Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the hurricane shutters removed and properly restored to their condition prior to their installation at the expense of the Owner, secured by a Lien for Charges. If any hurricane shutters must be partially or wholly dismantled or removed in order to allow the Neighborhood Association access to other parts of the Neighborhood for which the Neighborhood Association is responsible, the cost of such dismantling or removal shall be borne by the Owner.

7.25 Forms of Ownership. In order to maintain a community of congenial Owners who are

financially responsible, and thus protect the value of the Living Units, the use and transfer of Parcels, Lots and/or Living Units by any Owner shall be subject to the following provisions as long as the Community exists upon the land, which provisions each Owner covenants to observe:

(A) Ownership by Individuals. A Parcel, Lot and/or Living Unit may be owned by one natural person.

(B) Co-Ownership. Co-ownership of a Parcel, Lot and/or Living Unit is permitted. If the co-owners are other than husband and wife, the Owners must designate one natural person as "Member Eligible to Vote." No more than one change in Member Eligible to Vote can be made in any calendar year, except in connection with a bona fide title transfer. The Member Eligible to Vote shall be the person entitled to vote on behalf of the Parcel, Lot and/or Living Unit.

(C) Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Parcel, Lot and/or Living Unit may be owned in trust, by a corporation, partnership, limited liability company or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel, Lot and/or Living Unit thereon may be used as a short-term or transient accommodations for several entities, individuals or Families as a timeshare, a shared vacation home, Fractional Ownership, or used as guest accommodations for employees, customers or Guests of Parcels, Lots and/or Living Units owned by business entities, religious, or charitable organizations, and the like. The acquisition of a Parcel, Lot and/or Living Unit by a partnership, trustee, corporation, limited liability company or other entity shall require a designation by the Owner of one natural person to be the "Member Eligible to Vote." The Member Eligible to Vote shall be the person entitled to vote on behalf of the Parcel, Lot and/or Living Unit and exercise rights of membership in the Association. No more than one change in designation of Member Eligible to Vote will be approved in any twelve (12) month period, except in connection with a bona fide title transfer.

(D) A copy of the deed or other instrument of conveyance must be provided to the Association within thirty (30) days after the date such instrument was recorded. Where required, designation of a Member Eligible to Vote must be made within ten (10) days after acquiring title.

(E) Any transfer made in violation of this provision shall be voidable, at the absolute and sole discretion of the Board.

7.26 Driveways. For each driveway that is shared by two (2) Parcels or Lots and placed on the dividing line between the Parcels or Lots on which the driveway is situated, each Owner of one of the Parcels or Lots shall own that portion of the driveway which stands on that Owner's Parcel or Lot, together with a cross-easement of support in the other portion. To the extent not inconsistent with the other provisions of this Amended Declaration, the general rules of law regarding liability and/or property damage due to negligence, omissions and/or willful acts shall apply to any and all

such driveways. Easements are hereby reserved in favor of all Lots and/or Parcels for encroachments resulting from the original construction and/or restoration, replacement and/or repair that conforms substantially to the original construction of a driveway.

7.27 Developer Exemption. Notwithstanding anything to the contrary in any portion of this Section 7, including without limitation, all sub-Sections and sub sub-Sections, Developer shall be exempt from any restrictions, prohibitions, approvals and/or limitations of any kind while Developer owns any portion of Hawks Nest.

8. ARCHITECTURAL AND AESTHETIC CONTROL.

8.1 General. No building, Structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Structure, Parcel, Lot Living Unit, and/or Neighborhood Common Area, including but not limited to exterior fixtures, lighting, mailboxes, driveways, sidewalks and/or landscaping (including sod, shrubs or trees) be performed without the prior written approval of the Architectural Review Committee (the "ARC") and the Developer (for so long as Developer owns any portion of Hawks Nest).

8.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals. The term of office, composition and qualifications of ARC Members, and the meeting procedures of the ARC, shall be as adopted by the Board, and as amended, supplemented and/or revised from time to time by the Board.

8.3 Powers. The ARC shall have the power to:

(A) Propose the adoption, modification, amendment or repeal of written Design Review Guidelines which shall set forth such things as design requirements, landscape material, construction standards and colors and materials which the ARC finds acceptable. The Design Review Guidelines shall be consistent with the provisions of this Amended Declaration, and the proposed adoption, modification or repeal of Design Review Guidelines requires prior approval by at least a majority of the Board at a meeting duly called and noticed. Notice of the proposed adoption, modification, amendment or repeal of Design Review Guidelines, including a verbatim copy of the text, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such approval action is to occur.

(B) Require submission to the ARC of complete plans and specifications for any building, Structure or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color, or other work which materially alters the exterior appearance of any Structure, Parcel, Lot, Living Unit and/or Neighborhood Common Area. The ARC may also require

submission of samples of building materials or colors proposed for use on any Parcel, Lot and/or Living Unit and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work.

(C) Approve or disapprove the erection or alteration of any building, Structure and/or other improvement of any kind; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Structure, Parcel, Lot, Living Unit and/or Neighborhood Common Area. All decisions of the ARC, including the specific reasons for disapproval or for any conditions or limitations imposed, shall be forwarded in writing to the Board and the person seeking approval within seven (7) days after the decision was made.

Any person aggrieved by a decision of the ARC shall have the right to file a written appeal with the Board within thirty (30) days after the date of the adverse decision, and shall have the right to address the Board and present evidence on his, her or its own behalf. If more than one person appeals the same decision, all appeals shall be heard and decided at one time. The determination of the Board upon prompt review of the appealed ARC decision shall, in all events, be final and shall not be unreasonably delayed.

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the ARC.

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

8.4 Enforcement. Decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Association. Any Member or Neighborhood Association who or which reports potential violations of the Design Review Guidelines or decisions of the ARC to the Association or the ARC shall not be subject to legal liability of any nature on account of such fact, unless the allegations made were known to be false and made with malicious purpose.

8.5 Developer Rights. This Section 8 shall not apply to Developer and/or Developer's contractors, subcontractors, employees, vendors, materialmen and/or suppliers, or to its successors or assigns, while Developer, or its successors or assigns, is holding any Parcel, Lot, Tract and/or Living Unit for sale in the ordinary course of business. Developer shall be entitled to construct, build, erect, place and/or install any new improvement, Structure and/or building of any kind, and to change, modify, replace and/or add to any existing improvement, building and/or Structure, without submitting any plans to and/or obtaining the approval of the ARC.

9. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Amended Declaration is recorded, easements are hereby provided for:

9.1 Utilities, Services, Access and Support. Each Parcel, Lot, Tract, and the Common Areas (except Conservation Areas) shall be subject to easements for public services and utilities purposes

including, but not limited to, fire, police protection and emergency services, garbage and trash removal, water, irrigation, sewage, electric and gas service, telephone and other communications lines, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have a right of access to any Parcel, Lot, Living Unit, Tract, or the Common Areas in furtherance of such easements. The easement areas on any Parcel, whether shown on any plat, shall at all times be properly maintained by the Association or the appropriate Owner (except as set forth in this Amended Declaration), whether the utility or service company properly maintains the easement area or not.

(A) There is hereby reserved, to the appropriate entity, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development and operation of the Community, those easements described herein and those shown upon any recorded plat and/or replat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as the Association in its sole discretion may in the future grant.

(B) Each Parcel, Lot and/or Living Unit is subject to a permanent easement in favor of adjoining or adjacent Parcels, Lots and/or Living Units for lateral and subjacent support.

(C) All portions of the Hawks Nest Property shall be burdened with easements for drainage of stormwater runoff from other portions of the Hawks Nest Property; however, no person other than Developer shall alter the drainage on any Parcel, Lot and/or Living Unit to materially increase the drainage of stormwater onto adjacent portions of the Hawks Nest Property without the consent of the Owner(s) of the affected portions of the Hawks Nest Property, the Board, the SJRWMD and/or the applicable Neighborhood Association.

(D) There is hereby reserved to the Association and its designated agents, contractors, subcontractors, management and/or employees a non-exclusive, permanent easement for access across, through, over, under, in and/or on each Parcel, Lot, Tract and/or Living Unit within the Hawks Nest Property in order to carry out and/or exercise the Association's responsibilities set forth in Section 7.1 and/or Section 7.2 of this Amended Declaration.

9.2 Additional Easements. Easements granted by or reserved on the plats and/or replats of the Hawks Nest Property are hereby incorporated into this Amended Declaration by this reference.

9.3 Developer Easements. The Developer is hereby granted the right and easement over, under, through, in and on the Common Areas to make and install additional improvements to the Common Areas and any amenities, recreational facilities and/or other improvements located and/or to be located thereon. Upon the completion of any such additional improvements, all right, title and interest therein may be transferred to the Association by the Developer at Developer's sole and absolute discretion for the uses and purposes set forth in the Governing Documents, and the Association shall accept and thereafter operate, manage, maintain, repair, replace and insure those additional improvements. Developer is hereby granted the right and easement on, over, under, in and through the Common Areas for the following purposes: (a) to permit pedestrian and vehicular ingress, egress, passage and parking incidental to development, construction and marketing of the

Hawks Nest Property; (b) to cut trees, bushes, shrubbery and/or other landscaping; (c) to change the grade and/or elevation of any portion of the Hawks Nest Property; (d) to construct such recreational facilities as Developer shall determine in Developer's sole and absolute discretion; and (e) such other rights and easements as may be reasonably necessary and/or desired to permit the orderly and economic development, improvement and sale of the Hawks Nest Property.

10. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

10.1 Designation. The Association shall own and maintain the Common Areas, except for Neighborhood Common Areas appurtenant to condominium units that are included within the common elements of such Neighborhoods.

10.2 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas, and shall keep the same in good, safe, clean, attractive and sanitary condition and in good working order at all times. There shall be no material alterations of or substantial additions to the Common Areas costing more than \$100,000 in the aggregate during any fiscal year of the Association unless first approved by a majority of the Voting Interests in the Association. However, if work that is reasonably necessary to meet the Association's obligations under the first sentence of this Section 10.2 also constitutes a material alteration or substantial addition, no prior approval of the Voting Interests is required.

10.3 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without the approval of at least a majority of the Voting Interests in the Association. The foregoing shall not be construed to limit the authority of the Association through its Board to grant easements over, across and through the Association-owned Common Areas, as may be deemed necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein, however, shall be construed to prohibit judicial partition of any Parcel, Living Unit, Lot or Tract owned in co-tenancy.

10.4 Association's Rights and Powers. Common Areas shall not be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Amended Declaration and/or the Governing Documents.

10.5 Expansion or Modification of Common Areas. Additions to or modifications of the Common Areas may be made if not inconsistent with County zoning requirements and any amendments thereto, unless a proper variance or waiver has been obtained.

11. ASSESSMENTS; CHARGES.

11.1 Creation of Lien. Each Owner, by acceptance of a deed to a Parcel, a Lot, a Tract, and/or Living Unit, hereby covenants and agrees to pay to the Association:

- (A) Annual Assessments for Common Expenses in accordance with a budget adopted

annually by the Board.

(B) Special Assessments.

(C) Service Assessments, Special Assessments, Resale Capital Assessments, and other fees or charges (including fines) imposed against less than all Parcels, Living Units, Lots, and/or Tracts as provided for elsewhere in this Declaration, and in the Bylaws.

(D) Except as otherwise provided in Section 11.10 below as to certain mortgagees, and except as provided in Section 11.5 below as to the Developer, no Owner may avoid or escape liability for Assessments of any kind and/or charges provided for herein by non-use and/or abandonment of that Owner's Parcel, Lot, Living Unit, Tract and/or the Common Areas, or otherwise.

(E) Assessments shall be fixed, levied, established and collected as provided herein, and in the Governing Documents and by applicable law.

(F) The Owner of each Parcel, Tract, Lot and/or Living Unit regardless of how title was acquired, is personally liable for all Assessments of any kind described in this Amended Declaration and/or installments thereof which come due while he, she or it is the Owner. Multiple Owners are jointly and severally personally liable for any and all Assessments and/or installments thereof. Except as provided below, or except as provided in the Act, whenever title to a Parcel, Tract, Lot and/or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments unpaid at the time of the transfer, regardless of when they came due, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(G) No land shall be subject to Assessment by the Association if it is a Common Area, or it is owned by or dedicated to the County or other governmental agency and used for a public purpose. Only Parcels, Tracts, Lots and Living Units can be subject to Assessment.

11.2 Purposes of Assessments:

(A) For payment of Common Expenses as defined in Section 3.10 of this Amended Declaration, the maintenance, improvement, repair and replacement of the Common Areas, the protection and enhancement of property values in the Community, and for the performance of any other function set forth in the Governing Documents. Notwithstanding anything contained herein or in the Governing Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Hawks Nest Property, including, without limitation, Residents and their Family Members, Guests, Tenants, Invitees and/or for any property (whether real

property and/or personal property) of any such persons.

(B) For maintenance, repair, protection, operation and improvement of the Common Areas. In addition, to establish and maintain adequate repair and replacement reserves as determined by the Board.

(C) Where deemed desirable by the Board, to provide services of general benefit to the Owners and Residents either on a community-wide basis or otherwise, including without limitation, exterior maintenance, trash collection, grounds maintenance, cable television, transportation, access control or other services.

(D) To pay the operating expenses of the Association.

(E) To maintain, repair and replace all private roadways within the Community.

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

11.3 Annual Assessments. An annual Assessment based on an adopted annual budget shall be due and payable by the Owner of each Parcel, Tract, Lot or Living Unit.

11.4 Amount of Annual Assessments. The amount of the annual Assessment for each Lot, Parcel, Living Unit and Tract subject to Assessment is based on the annual budget, and shall be the same for each Parcel, Lot, Living Unit and/or Tract subject to Assessment on January 1 of each year, subject at all times to Section 11.5 of this Amended Declaration.

11.5 Funding by Developer. Notwithstanding anything to the contrary in the Governing Documents, the Developer shall not be obligated and/or liable for any annual Assessments, special Assessments, service Assessments, initiation Assessments and/or initial Assessments on any Parcel, Lot, Living Unit and/or Tract owned by Developer until such time as a certificate of occupancy and/or a certificate of completion has been issued by the applicable governmental agency for a Living Unit upon that Parcel, Lot and/or Tract owned by Developer. Subject to the foregoing and notwithstanding anything contained in this Amended Declaration to the contrary, Developer shall not be obligated to pay any annual Assessments, special Assessments, service Assessments, initiation Assessments and/or initial Assessments as to any Parcel, Lot, Tract and/or Living Unit owned by Developer while Developer owns more than ten percent (10%) of the total number of Parcels, Lots and/or Living Units to be developed and/or constructed within the Hawks Nest Property; provided, however, that Developer must pay the operating expenses of the Association incurred that exceed the Assessments receivable from other Owners and/or other income of the Association. Developer, at its option, may elect by written notice delivered to the Association at any time to abandon this subsidy approach and commence payment of the annual Assessments, any special Assessments, service Assessments and/or initial Assessments thereafter becoming due for the Parcels, Lots, Tracts and/or Living Units then owned by Developer, prorated as of the date of such notice.

11.6 Special Assessments. Special Assessments levied by the Association shall be assessed

equally against all Tracts, Parcels, Lots and Living Units in the same shares as provided in Section 11.4 above for the sharing of regular Assessments based on the annual budget, subject at all times to the provisions of Section 11.5 of this Amended Declaration.

11.7 Charges. Any Charge by the Association authorized by law or by the Governing Documents to be imposed on less than all of the Parcels, Tracts, Lots and/or Living Units shall not be deemed an Assessment, regardless of what it may be called. Payment may be enforced as provided in Section 11.8 of this Amended Declaration.

11.8 Lien. Any Assessment (and/or installments thereof) that is unpaid for more than ten (10) days after the date it is originally due to the Association shall be considered delinquent and shall bear interest at the highest rate permitted by Florida law from the date it was originally due until the date it is paid in full. The Association has a lien on each Parcel, Tract, Lot and Living Unit to secure payment of any unpaid past due Assessments and/or Charges of any kind and/or any installments thereof, together with interest, late payment penalties and reasonable attorneys' fees incurred by the Association in the collection process and in enforcing payment. The lien relates back to the date of recording the Original Declaration in the Public Records of the County, and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

11.9 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Association's lien for unpaid Assessments and/or Charges may be foreclosed by the procedures and in the manner provided in Section 720.3085 of the Act, as it may be amended from time to time, for the foreclosure of liens upon Parcels, Lots and/or Living Units for unpaid Assessments. The Association may also bring an action at law against any Owner liable for unpaid Charges and/or Assessments of any kind without waiving the Association's lien rights. The Association shall also have the authority to bring both an action at law and/or in equity for unpaid Assessments, Charges, late fees, accrued interest, costs of collection and/or attorneys' fees. If the Association is the prevailing party, final judgment shall include interest at the highest rate permitted by Florida law, as amended from time to time, late payment fees, costs of collection and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and, in connection with any appeal of such action the prevailing party shall be entitled to the same.

11.10 Priority of Lien. Unless otherwise provided by Florida law as amended from time to time, the Association's lien for unpaid Assessments and Charges against a Parcel, Tract, Lot and/or Living Unit, shall be subordinate and inferior to that of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the recording of the Institutional Mortgage. The Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. The relative priority of the Association's lien to that of a Neighborhood Association shall be determined by the order of their recording. The

priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Chapter 720 of the Florida Statutes, as amended and/or renumbered from time to time.

11.11 Ownership. Assessments and charges collected by and/or on behalf of the Association become Association property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to such Owner's Tract, Lot, Parcel or Living Unit. No Owner has the right to withdraw or receive distribution of such Owner's beneficial share of the Common Surplus (including reserves), except as otherwise provided by law.

11.12 Collection of Master Association Assessments. Each Owner is subject to the Master Declaration and the jurisdiction of the Master Association. In accordance with the Master Declaration (as it may be amended from time to time), the Master Association is entitled to collect assessments from the Owners. The Association is also required to collect from all new purchasers of property within Hawks Nest a capital assessment that is levied or charged by the Master Association at the time of closing of the sale of that purchaser's Parcel, Lot and/or Living Unit and remit those capital assessments directly to the Master Association. To the extent required by the Master Association and/or the Master Declaration, the Association may be required to also collect other assessments of the Master Association from the Owners in order to remit those assessments to the Master Association.

12. COVENANT AND RULE ENFORCEMENT; DISPUTE RESOLUTION. The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within the Hawks Nest Property, and is further empowered to promulgate and enforce Rules and Regulations governing the use of the Common Areas, the use of Parcels, Tracts, Lots and/or Living Units and/or other Rules and Regulations authorized by this Declaration.

12.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents shall apply to all Owners, as well as to any other person occupying any Living Unit as a Resident (either Owner or Tenant), and the members of their Families, and all of their respective Guests and Invitees. Failure of an Owner to notify any person of the existence of the Rules and Regulations, and/or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by that Owner's Family, Tenants, Guests and/or Invitees, and by the Family members, Guests and Invitees of that Owner's Tenants, and by any other persons in the Community with that Owner's express or implied permission, at any time.

12.2 Litigation. Enforcement actions seeking declaratory relief, damages, injunctive relief, equitable relief, or any combination thereof, on account of any alleged violation of the Governing Documents may be brought by any Owner or by the Association against:

- (A) the Association.
- (B) the Owner of any Parcel, Lot, Living Unit and/or Tract.
- (C) any Occupant and/or Tenant of a Living Unit.
- (D) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Amended Declaration and/or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Association.
- (E) any officer or Director who willfully and knowingly violates the law and/or the Governing Documents.

12.3 Damages and Attorneys' Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents. Any person and/or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person and/or entity shall be entitled to recover reasonable attorneys' fees and court costs (including those resulting from all levels of appellate proceedings).

12.4 Enforcement of Neighborhood Covenants. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments (Neighborhoods), as well as any protective covenants applicable to Developer as successor to Certified, within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Association exercise its enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has actual notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner in the sole and absolute discretion of the Board.

13. NEIGHBORHOOD ASSOCIATIONS.

13.1 Enforcement of Covenants. If any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, the Association may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and the Association shall be entitled to recover the costs and expenses (including attorneys' fees) of such enforcement and/or maintenance pursuant to the provisions of Section 12 and the other applicable provisions of this Amended Declaration.

13.2 Entry Rights. Each residential Neighborhood Association and each Owner shall permit the

Association, or its authorized agents or employees, to enter upon a Neighborhood Common Area or the Owner's Parcel, Lot and/or Tract at reasonable times, to carry out their respective duties, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry into any Living Unit that is owned by a person, except in the event of an emergency.

13.3 Maintenance of Neighborhood Common Areas. The Association may contract with any Neighborhood Association to provide services for the maintenance and management of its Neighborhood Common Areas.

13.4 Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Amended Declaration and/or its recorded exhibits.

14. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

14.1 Duty to Insure, Duty to Reconstruct and Clean Up. To the extent the Association is not required to so provide, each Owner (or Neighborhood Association, if the Neighborhood is a condominium) shall at all times maintain adequate property insurance on the Living Units and Structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Parcel, Lot Neighborhood Common Area, and/or Tract are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARC. Unless changes are approved by the ARC, the Owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall.

(B) Promptly cause all debris, damaged improvements and other unsightly materials to be removed from the site.

14.2 Failure to Comply. If any Owner or Neighborhood Association fails to comply with Section 14.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner or Neighborhood Association, as his, her or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; and to remove the damaged improvements that are not being restored completely. If the Association exercises the rights afforded to it by this Section 14, the Owner or Neighborhood Association shall be deemed to have assigned to the Association any right he, she or it may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Parcel or Living Unit to secure payment.

14.3 Flood Insurance. The Association may maintain flood insurance to cover buildings, Structures and other Common Area improvements located in flood zones, if any, up to the full insurable value or maximum coverage available.

14.4 Property Insurance. The Association shall maintain replacement cost property insurance coverage on all Structures, improvements and fixtures which are part of the Common Areas.

14.5 Liability Insurance. The Association shall maintain reasonable public liability insurance coverage for all Common Areas.

14.6 Bonding. The Association shall maintain reasonable fidelity bond coverage for all individuals having control of or access to Association funds.

14.7 Other Insurance. The Association may maintain any other insurance the Board deems advisable, including without limitation, Officers and Directors liability insurance.

14.8 Casualty Insurance. For those Parcels, Lots and/or Living Units that are not part of a Neighborhood that consists of a condominium, the Association shall obtain and maintain casualty insurance coverage for each Living Unit (including all fixtures, installations or additions comprising that part of the Living Unit outside the interior living space of the Living Unit and initially installed in accordance with the original plans and specifications therefor, and replacements thereof of like kind or quality, but specifically excluding all furniture, furnishings and/or any other personal property owned, kept, installed, supplied and/or used by the Owner and/or that Owner's Family members, Tenants, Residents, Occupants and/or Guests and further specifically excluding all other alterations, capital improvements and/or betterments made, installed, constructed, placed and/or located by the Owner and/or that Owner's Family members, Tenants, Residents, Occupants and/or Guests) (collectively, the "Insured Property"). The Insured Property shall be insured in an amount not less than one hundred percent (100%) of the insurable value thereof (based on replacement cost).

Any such insurance policy may contain a reasonable deductible as determined in the sole and absolute discretion of the Board. Such insurance policy shall, where and when commercially available, waive the insurer's standard right to: (a) subrogation against the Association and against the Owners individually and as a group; (b) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk; and (c) avoid liability for a loss that is caused by an act of the Board, by a member of the Board and/or by one or more Owners. Any and all premiums for the insurance coverage described in this Section 14.8 shall be part of the Association's Common Expenses. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner, for each owner and/or holder of a mortgage or other lien upon a Living Unit and for each owner of any other interest of any kind in the Insured Property in order to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of any claims.

14.9 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 14, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit, Lot Tract, or Parcel at reasonable hours and perform such duties.

15. PROVISIONS RELATING TO ACCESS CONTROL AND COMMUNITY PRIVACY.

15.1 Security; None-Liability of Association. THE ASSOCIATION SHALL NOT BE LIABLE TO ANY PERSON IF SECURITY SERVICES ARE NOT PROVIDED.

(A) ALL PERSONS USING AND/OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY (WHETHER REAL PROPERTY AND/OR PERSONAL PROPERTY).

(B) THE ASSOCIATION IS NOT AN INSURER AND/OR GUARANTOR OF SECURITY FOR PERSONS AND/OR PROPERTY OF ANY KIND WITHIN THE COMMUNITY.

(C) THE ASSOCIATION SHALL NOT BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE, PROPERTY DAMAGE, THEFT, DEATH, PERSONAL INJURY AND/OR INJURY OF ANY KIND RESULTING FROM LACK OF SECURITY, OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, AND/OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, AND/OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY, IF ANY.

16. COMPLIANCE AND DEFAULT; REMEDIES. Every Owner and the Family, Tenants, Guests, Occupants, Residents, Invitees, employees, licensees, agents, contractors and visitors of each Owner shall comply with the Governing Documents. If any Owner and/or the Family, Tenants, Guests, Occupants, Residents, Invitees, employees, licensees, agents, contractors and visitors of an Owner violates, fails to comply with and/or refuses to comply with any portion of the Governing Documents, as each may be amended and/or supplemented from time to time, the Association shall be entitled to: (a) take any action or remedy at law; (b) take any action or remedy to recover damages; (c) take any action or remedy in equity; (d) seek injunctive relief; (e) seek or take any declaratory action; (f) seek arbitration; (g) seek mediation; (h) take any administrative action or remedy; (i) utilize self-help, where permitted by the Governing Documents, including without limitation, the towing of vehicles, entering upon any Lot, Parcel, Tract and/or Living Unit to perform maintenance, repair, replacement and/or cleaning and entering upon any Lot, Parcel, Tract and/or Living Unit to remove any construction, improvement, installation, modification, alteration, repair, replacement and/or addition that was not approved by the ARC in accordance with this Amended Declaration. Any and all remedies set forth in this Section 16 shall be cumulative of all and in addition to other legal, administrative and/or equitable remedies now or hereafter provided by Florida law and/or the Governing Documents, and all such remedies may be exercised and pursued singly, sequentially and/or in any combination. In addition to any other remedies provided in this

Amended Declaration and/or by applicable law and/or in equity, the following shall apply:

16.1 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a Member or a Member's Tenants, Guests, or Invitees, or some or all of them, to use Common Areas and facilities. The Association may also levy reasonable fines not to exceed the maximum allowed by law, against any Member or any Tenant, Invitee or Guest.

(A) 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 before a hearing panel of at least three (3) Association Members appointed by the Board, who are not Officers, Directors or employees of the Association, or the spouse, parent, child, brother, or sister of any Officer, Director or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.

(B) This Section 16.1 does not apply to the imposition of suspensions or charges upon any Member because of the failure of the Member to pay Assessments, Charges or other monetary obligations when due, if such action is authorized by the Governing Documents and permitted by law.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or Tenant of a parcel to have vehicular and pedestrian ingress to, and egress from, the Owner's Living Unit.

(D) A fine shall be treated as a Charge and shall be due to the Association ten (10) days after delivery of written notice from the Association of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and like all charges, may itself be the subject of a late payment fee.

(E) All monies received from fines shall become part of the Common Surplus.

(F) Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner or other person shall be deducted from, or offset against, any damages that the Association may otherwise become entitled to recover at law from such Owner or other person.

16.2 Stormwater Management System. The beneficiaries of the stormwater management system shall have the right to enforce the provisions of the Governing Documents ensuring that the drainage system, easements and rights-of-way will be continuously maintained.

17. DURATION OF COVENANTS; AMENDMENT.

17.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Amended Declaration shall run with and bind the property within the Community, and shall inure to

the benefit of and be enforceable by the County, the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording the Original Declaration in the Public Records of the County. Upon the expiration of said initial period, this Amended Declaration, as amended, shall automatically renew and extend itself for an unlimited number of successive ten (10) year periods, and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

17.2 Termination. This Amended Declaration may be revoked or terminated in its entirety at any time if not less than eighty-five percent (85%) of the Voting Interests in the Association vote in favor of terminating this Amended Declaration. Written notice of any meeting at which a proposal to terminate this Amended Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members Eligible to Vote and the other Members who are sole Owners of a Living Unit, Residence and/or Unit do vote to terminate this Amended Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Amended Declaration. The termination shall be effective on the date the certificate is recorded in the public records of the County.

17.3 Amendments. This Amended Declaration may be amended and/or supplemented at any time. Except as otherwise provided by law or specifically stated herein, amendments to this Amended Declaration may be proposed by the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the Voting Interests in the Association.

17.4 Procedure. Upon any amendment or amendments to this Amended Declaration being proposed as provided in Section 17.3 above, the proposed amendment or amendments shall be submitted to a vote of the Voting Interests in the Association not later than the next annual meeting for which proper notice can be given.

17.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Amended Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3) of the Voting Interests in the Association present in person or by proxy at the meeting and voting, provided that the full text of each proposed amendment was sent with notice of the meeting.

17.6 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Amended Declaration, which certificate shall be executed by an officer of the Association in recordable form. The certificate must set forth the location in the public records of the County where this Amended Declaration was originally recorded. The amendment shall be effective when the certificate and copy

of the amendment are recorded in the public records of the County.

17.7 Proviso. Regardless of any other provision in this Amended Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Amended Declaration, can be effective to change the Association's or the Master Association's responsibilities for the stormwater management system throughout the Community unless the termination has been consented to in writing by the SJRWMD. Any proposed amendment which would affect the stormwater management system must be submitted to the SJRWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. Further, no amendment to this Amended Declaration shall be effective to materially and/or adversely affect the MAD Associates Property and/or the Developer without the written consent of the Developer.

18. GENERAL AND PROCEDURAL PROVISIONS.

18.1 Other Documents. The Association and the Neighborhood Associations shall have such rights, powers, duties and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Amended Declaration and its provisions shall prevail in all events of conflict with any of those documents. In the event of any conflict in the Governing Documents, this shall be the order or priority: this Amended Declaration, then the Articles, then the Bylaws, then the Rules and Regulations, and then finally any policies of the Association. The Governing Documents shall be amended in conformity with this Amended Declaration. The signature of the Association or the Developer, without further approval of any Owner or their signatures, shall be sufficient to amend the Governing Documents and such amendments shall be binding and be in full force and effect.

18.2 Severability. If any covenant, condition, restriction or other provision of this Amended Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Amended Declaration, all of which shall remain in force.

18.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Association with another non-profit corporation or other non-profit entity as provided by law, the Association's rights, obligations and property may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation or other entity may administer this Amended Declaration within the existing Hawks Nest Property together with the covenants and restrictions established upon any other property, as one common scheme.

18.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Parcel, Lot, Living Unit and/or Tract shall continue to be subject to the Assessments provided for in Section 11 of this Amended Declaration, and each Owner shall continue to be personally obligated to the successor or assigns of the Association for such Assessments to the extent they are required to enable the successors or assigns acquiring responsibility for any real property previously owned, operated or maintained by the Association to continue to properly maintain, operate and preserve it, and to wind up the affairs of the Association.

18.5 Gender; Number. Wherever in this Amended Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender reference shall be deemed to include all genders.

18.6 Notices.

(A) To the Association. Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

(B) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the Owner's last known address as listed with the Association for the giving of such notices, or at the address shown on the deed recorded in the public records of the County if the Owner has no other address listed with the Association for the giving of such notices.

(C) Electronic notice may be utilized as provided in the Governing Documents and/or by applicable law.

18.7 Construction. The provisions of this Amended Declaration shall be liberally interpreted and construed to provide maximum flexibility to the Association consistent with the general development plan and the purposes set forth herein.

18.8 Captions; Headings and Titles. Captions, headings, capitalization of certain words, use of bold print and italics, and titles inserted throughout the Governing Documents, are intended to assist the reader by making these documents more readable. They are for convenience only, and shall not be construed to define, limit or otherwise affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents if they are in conflict therewith.

18.9 Interpretation. The Board shall be responsible for interpreting the provisions of the Governing Documents and this Amended Declaration. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

18.10 Binding Nature; Benefit. This Amended Declaration and the rights of the Developer herein, shall be binding upon and inure to the benefit of the parties hereto, Owner and their respective heirs, administrators, executors, personal representatives, legal representatives, successors and assigns.

18.11 Additions or Withdrawals of Property. The Association shall have the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community and subjecting those lands to the protective covenants, conditions, restrictions and other provisions in this Amended Declaration. The Association also reserves the right to withdraw property from submission to this Amended Declaration by amending said Amended Declaration,

except that the Association shall not be permitted to withdraw any property after it has been conveyed to an Owner, without the written joinder of the Owner. The addition or withdrawal of property shall also require the prior approval of at least two-thirds (2/3) of the Voting Interests in the Association present (in person or by proxy) and voting at a duly noticed meeting of the Association. Notwithstanding anything to the contrary in this Amended Declaration, the Developer shall have the right to withdraw any portion of the MAD Associates Property from submission to and/or from the provisions of this Amended Declaration by recording a Supplemented Declaration setting forth the withdrawal, and no approval of the Association, any Owners and/or the Voting Interests in the Association shall be necessary for such a Supplemental Declaration; provided, however, that the portion of the MAD Associates Property being withdrawn has not already been conveyed to an Owner, and in that event the written consent and joinder of the affected Owner(s) and the holder of any Institutional Mortgages (if any) to the Supplemental Declaration shall be necessary.

18.12 Counterparts. This Amended Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original, and, when all parties hereto have executed this Amended Declaration or counterparts hereof, it shall not be necessary in making proof of this Amended Declaration to produce and/or account for such original counterparts so long as copies of the executed counterparts signed by all of the parties hereto have been delivered.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer and Homeowners have executed this Amended and Restated Declaration on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

DEVELOPER:
MAD ASSOCIATES, LLC

Bryan Heirston
Witness Signature

BY: Michael A. DiAntonio Sr
Michael A. DiAntonio, Sr., Manager

BRYAN HEIRSTON
Print Witness Name

Jenita Heirston
Witness Signature

Linda Heirston
Print Witness Name

STATE OF Florida)

SS:

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13th day of November, 2013, by MICHAEL A. DiANTONIO, SR., as Manager of MAD ASSOCIATES, LLC, who is personally known to me, or who produced N/A as identification, and who did take an oath.

Carrie Dowling
Notary Public Signature

My commission expires: 6/17/17

Carrie Dowling



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BY: BPF
BENJAMIN P. FISH

Gwendolyn Y. Woodie
Witness Signature

BY: Jennifer L. Fish
JENNIFER L. FISH

Gwendolyn Y. Woodie
Print Witness Name

ADDRESS: 706 SPANISH MOSS CT
MELBOURNE BEACH, FL 32951

Freddie Woodie Sr.
Witness Signature

FREDDIE WOODIE SR.
Print Witness Name

STATE OF FLORIDA)
 ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 20th day of December, 2013,
by BENJAMIN P. FISH and JENNIFER L. FISH, who are personally known to me, or who produced
Iowa Drivers Licenses as identification, and who did take an oath.

Gwendolyn Y. Woodie
Notary Public Signature

My commission expires: 02/25/2015 Comm #: EE053664



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BY: Richard B. Rubenstein
RICHARD B. RUBENSTEIN

Joanne Raffel
Witness Signature

ADDRESS: 65 Tyler Dr.
Riverhead, NY 11901

JOANNE RAFFEL
Print Witness Name

[Signature]
Witness Signature

R. P. RAFFEL
Print Witness Name

STATE OF ~~FLORIDA~~ New York)

SS:

COUNTY OF ~~BREVARD~~ NASSAU)

The foregoing instrument was acknowledged before me this 13 day of November, 2013,
by RICHARD B. RUBENSTEIN, who is personally known to me, or who produced
_____ as identification, and who did take an oath.

[Signature]
Notary Public Signature

My commission expires: _____

HOWARD L. SOSNIK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02505033683
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES SEPTEMBER 26, 2014

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BY: [Signature]
PAUL S. DRUSCH

[Signature]
Witness Signature

BY: [Signature]
KELLI S. DRUSCH

Bryan Heirston
Print Witness Name

ADDRESS: 717 SPANISH MOSS CT
MELBOURNE BEACH, FL 32951

[Signature]
Witness Signature

Linda Heirston
Print Witness Name

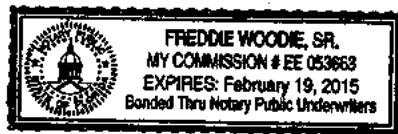
STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 11 day of NOV., 2013,
by PAUL S. DRUSCH and KELLI S. DRUSCH, who are personally known to me, or who produced
FL. DRIVER LICENSE as identification, and who did take an oath.

[Signature]
Notary Public Signature

My commission expires: 2/19/15

FREDDIE WOODIE SR



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BY: Bryan C. Heirston
BRYAN C. HEIRSTON

David P. Roman
Witness Signature

BY: Linda K. Heirston
LINDA K. HEIRSTON

David P. Roman
Print Witness Name

ADDRESS: 719 Spanish Moss Ct.
Melbourne Beach, FL 32951

E. M. Roman
Witness Signature

E. M. Roman
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 13 day of November, 2013,
by BRYAN C. HEIRSTON and LINDA K. HEIRSTON, who are personally known to me, or who
produced N/A as identification, and who did ^{not} take
an oath.

Carrie Dowling
Notary Public Signature

My commission expires: 6/17/17

Carrie Dowling



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]

Witness Signature

Michelle Matris
Print Witness Name

[Signature]

Witness Signature

Brandee McGrath
Print Witness Name

BY: [Signature]
JUSTIN R. MELAT

BY: [Signature]
SUSAN MELAT

ADDRESS: 711 S. Tejon
ColoSpr Co
80906
721 Spanish Moss Ct
Melloune Beach FL
3295

STATE OF ~~FLORIDA~~ COLORADO)

COUNTY OF ~~BREVARD~~ EL PASO)
SS:

The foregoing instrument was acknowledged before me this 18th day of November 2013,
by JUSTIN R. MELAT and SUSAN MELAT, who are personally known to me, or who produced
as identification, and who did take an
oath.

Kristin Atkins
Notary Public
State of Colorado
Notary ID 19964017710
My Commission Expires
10/12/2016

[Signature]
Notary Public Signature

My commission expires:

JOINDER AND CONSENT

HAWKS NEXT AT AQUARINA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Amended and Restated Declaration of Covenants and Restrictions for Hawks Nest at Aquarina and all exhibits hereto.

IN WITNESS WHEREOF, Hawks Nest at Aquarina Homeowners Association, Inc., has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 13th day of November, 2013.

Witness:

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
HAWKS NEXT AT AQUARINA
HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not-for-profit
211 Ash Avenue, Melbourne Beach, FL

BY: [Handwritten Signature]

Print Name: MIKE DIANTONIO

Title: PRESIDENT

STATE OF FLORIDA)

SS:

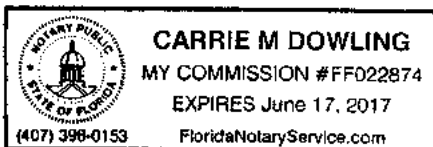
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 13th day of November, 2013, by Mike DiAntonio as President OF Hawks Nest, who is personally known to me, or who produced n/a as identification, and who did take an oath. not

[Handwritten Signature]
Notary Public Signature

My commission expires: 6/17/17

[Handwritten Signature]



CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL PERSONS BY THESE PRESENTS THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by **HARBOR COMMUNITY BANK**, a commercial bank established under the laws of the State of Florida ("Mortgagee"), whose address is 15588 SW Warfield Boulevard, Indiantown, Florida 34956, in its capacity as the owner and holder of the following instruments (collectively, the "Security Documents and Instruments") granted to Mortgagee by MAD Associates LLC, a Florida limited liability company:

1. Commercial Real Estate Mortgage, dated August 30, 2012 and recorded August 31, 2012 in Official Records Book 6681, Page 280, Public Records of Brevard County, Florida:

securing a Note in the original stated principal amount of Fifty Thousand Two Hundred Four and 50/100 Dollars (\$50,204.50) and encumbering a portion of the real property described in **Exhibit "A"** attached to the foregoing Amended and Restated Declaration of Covenants and Restrictions for Hawks Nest at Aquarina (the "Amended Declaration"), hereby consents to and joins in the Amended Declaration and subordinates the lien and encumbrance of the Security Documents and Instruments, as the same may be further amended and/or modified from time to time, to the Amended Declaration. Mortgagee hereby agrees that all rights, title and interests of Mortgagee and its successors and/or assigns in and to the real property described in said **Exhibit "A"** shall forever be subject and subordinate to and/or bound by the Amended Declaration.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Joinder of Mortgagee on this 3rd day of FEBRUARY, 2014.

WITNESSES:

HARBOR COMMUNITY BANK, a commercial bank established under the laws of the State of Florida

Tina M DeRocher

Print Name: Tina M DeRocher

Tiffany Nestor

Print Name: Tiffany Nestor

By: [Signature]

Print Name: DENNIS M. GAYLE

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on the 3 day of February, 2014, by Dennis Gayle (print name), as Senior Vice President (title) of HARBOR COMMUNITY BANK, a commercial bank established under the laws of the State of Florida, on behalf of the Bank. He She is personally known to me or has produced _____ as identification.

NOTARY SEAL:



Tiffany Nestor
Signature of Notary Public

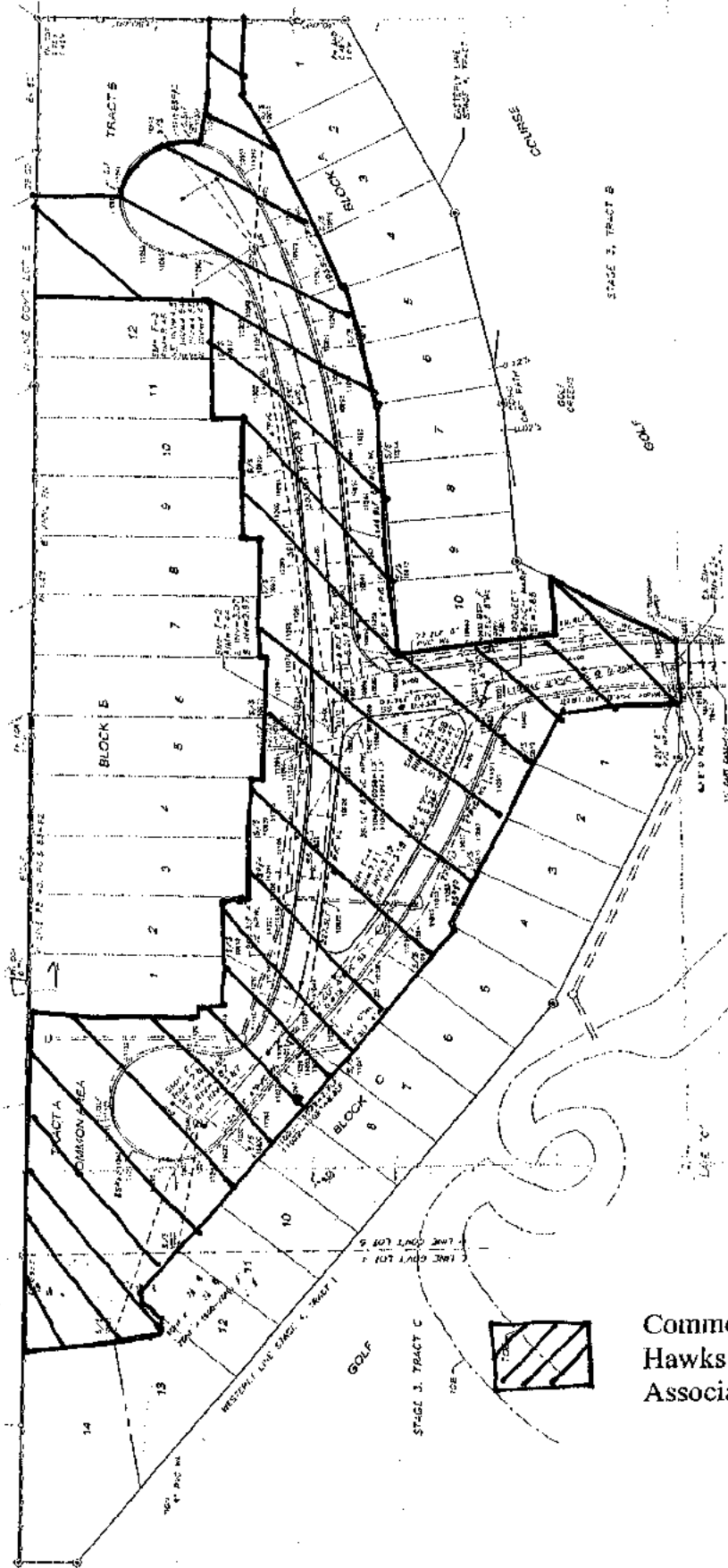
Print Name: Tiffany Nestor
Commission No.: EE881931
My Commission Expires: 4-6-17

Exhibit "A"	Hawks Nest Property
Exhibit "B"	Common areas conveyed to the Hawks Nest Homeowner's Association
Exhibit "C"	Six (6) Residences conveyed by Certified to fee simple owners
Exhibit "D"	Hawks Nest Property Purchased by Developer
Exhibit "E"	MAD Associates LLC Property
Exhibit "F"	Location of Recreation Facilities

Exhibit "A"

A portion of Stage 4, Tract I of Aquarina P.U.D. Stage 1, Tracts C & D, Stage 2, Tracts B, D & H, Stage 3, Stage 4, Tracts B, I & X, Stage 5 as recorded in Plat Book 41, Pages 88 - 92, of the Public Records of Brevard County, Florida and being particularly described as follows: Begin at the Northeast corner of said Stage 4, Tract I, and run along the Easterly boundary line of Stage 4, Tract I, the following courses; S 01 degrees 29'36" W 180.00 feet; thence S 62 degrees 49'43" W 140.00 feet; thence S 77 degrees 29'44" W 122.18 feet; thence S 86 degrees 11'18" W 100.00 feet; thence S 28 degrees 34'55" W 105.77 feet; thence departing from said easterly line S 84 degrees 45'44" W, 29.20 feet to the westerly boundary line of Stage 4, Tract I; thence run along said westerly line the following courses; N 87 degrees 14'57" W 44.13 feet; thence N 63 degrees 18'30" W 169.88 feet; thence N 50 degrees 36'04" W 447.91 feet; thence N 00 degrees 27'27" E 35.07 feet to the north boundary line of stage 4, Tract I; thence run along said north line S 88 degrees 30'24" E 970.00 feet to the point of beginning.

Exhibit "B"



Common Area of
Hawks Nest Homeowner's
Association, Inc.

OWNER

LOT

Lorie and Joe Buckley

Lot 704

Ben and Jennifer Fish

Lot 706

Richard Rubinstein

Lot 715

Paul and Kelli Drusch

Lot 717

Bryan and Linda Heirston

Lot 719

Susan and Justin Melat

Lot 721

Exhibit "D"

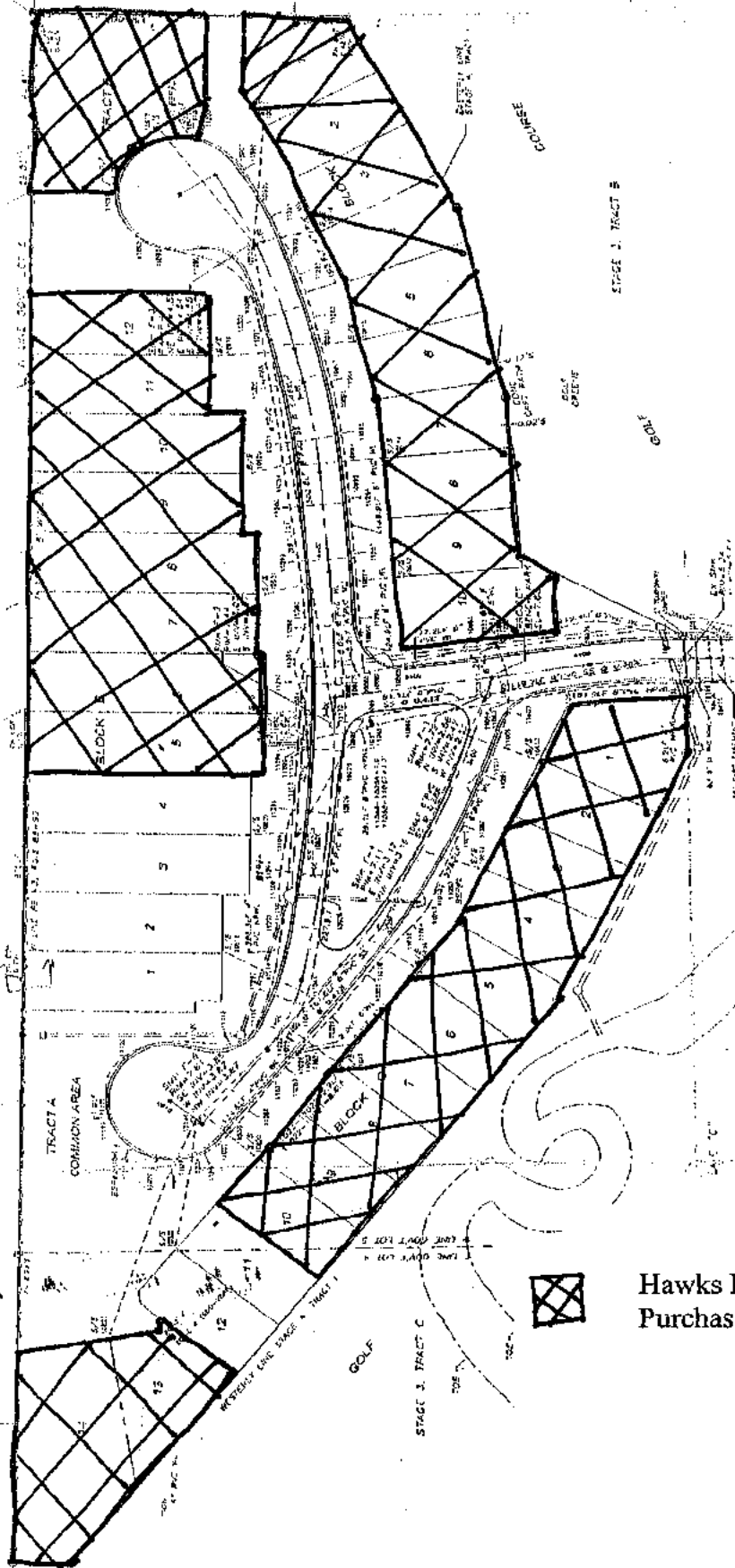
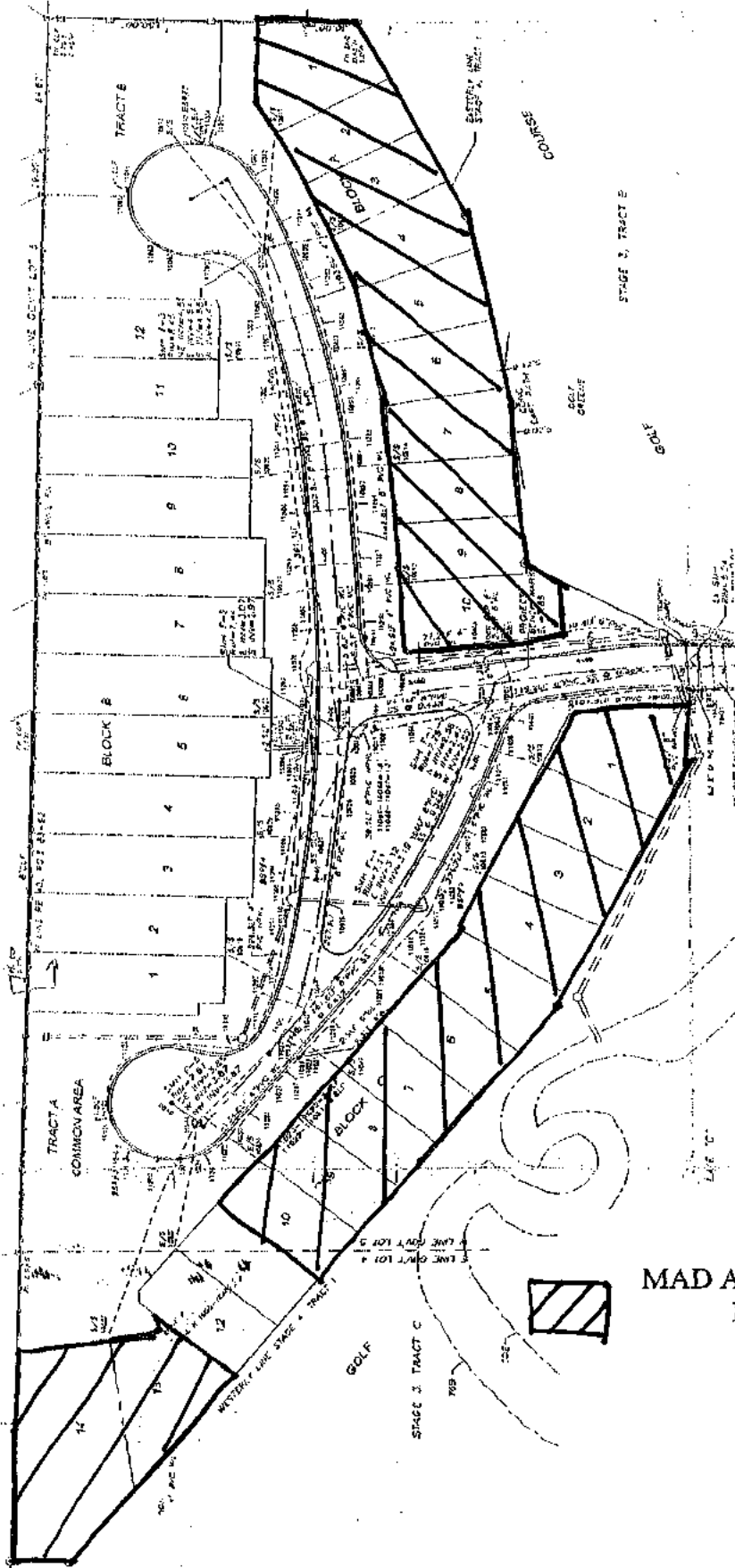


Exhibit "E"



MAD Associates LLC
Property

Exhibit "F"

