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**THIRD RESTATEMENT OF DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE SAVANNAHS AT SYKES CREEK**

THIS THIRD RESTATEMENT OF DECLARATION OF COVENANTS AND CONDITIONS for THE SAVANNAHS ("Restatement"), is made this 1st day of December 2008, by the SAVANNAHS AT SYKES CREEK HOMEOWNER'S ASSOCIATION, INC , a Florida corporation not for profit (the "Association"), pursuant to the Declaration of Covenants and Restrictions for The Savannahs (the "Declaration") as recorded in Official Records Book 2976, Page 4777, as amended by Annexation of Additional Lands and First Amendment to The Savannahs Declaration of Covenants and Restrictions recorded August 24, 1989 in Official Records Book 3014, Page 0165, as amended by Second Amendment to Declaration of Covenants and Restrictions for The Savannahs at Sykes Creek, Inc recorded May 12, 1997 in Official Records Book 3671, Page 0494, as amended by Third Amendment to Declaration of Covenants and Restrictions recorded May 21, 1997 at Official Records Book 3674, Page 0962, as amended by Fourth Amendment to Declaration of Covenants and Restrictions recorded May 5, 1998 at Official Records Book 3837, Page 2774, Public Records of Brevard County, Florida, as amended by Fifth Amendment to Declaration of Covenants and Restrictions recorded October 27, 1998 at Official Records Book 3915, Pages 1782 and 1783, Public Records of Brevard County, Florida, also First Restated at Official Records Book 3920, Pages 721 through 736, as Amended at Official Records Book 4070, Page 2373, also by Second Restatement of Declaration at Official Records Book 4071, Pages 2288, as amended by First Amendment to Second Restatement of Declaration at Official Records Book 4241, Page 2234, and further amended by Second Amendment to Second Restatement of Declaration at Official Records Book 5900, Page 2888, all of the Public Records of Brevard County, Florida The undersigned hereby executes this Restatement for the purpose of consolidating and restating the previously filed Declaration and amendments Nothing in this Restatement purports to otherwise alter or amend the Declaration as amended

WITNESSETH

WHEREAS, the Savannahs at Sykes Creek, Inc (the "Developer") held fee simple title to all of the lots shown on the Plat of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35 , at Pages 56 through 62, Public Records of Brevard County, Florida, and to those lands annexed as recorded in Official Records Book 3014, Page 0105 through 0171, Public Records of Brevard County, Florida, hereinafter referred to in the aggregate as the "Subdivision" and in its several parts as "Lot" or "Lots", and

WHEREAS, the Developer has conveyed, or otherwise utilized the Subdivision subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth or in the plat provided, and

WHEREAS, the Developer relinquished its control of the management of the Subdivision to the Association by virtue of the Subdivision turnover on or about June, 1995, and

WHEREAS, it is the intention of the Association that the Subdivision and the Lots therein contained, except as specifically provided to the contrary hereinafter, be subject to these covenants and restrictions, hereinafter referred to as "Declaration," for the mutual benefit and protection of the Association and persons, both natural and corporate, who may hereafter purchase a Lot or Lots or acquire any interest in the Subdivision

NOW THEREFORE, the Association hereby declares that all of the Subdivision, or any part thereof, and any Lot or Lots, shall be held, sold and conveyed subject to the following Declaration, and the covenants, conditions, easements, restrictions, reservations, liens and charges contained herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. This Declaration shall run with the Subdivision and the Lots therein contained, and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof and shall inure to the benefit of the Association and to each owner of any Lot or Lots or of any portion or portions of the Subdivision regardless of when or how acquired

1 Duration Except as the same may be waived, abandoned and terminated, modified, altered or charged, as otherwise provided for hereinafter, this Declaration shall be binding on all owners of the Subdivision or any Lot or Lots therein, and all persons claiming under them until January 1, 2008, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by vote of majority of the then owners of the Lots it is agreed to amend or rescind this Declaration in whole or in part

2 Use and Indivisibility No Lot covered by this Declaration shall be used except for single-family residential purposes, and no Lot shall be reduced in size by any method whatsoever, but Lots may be enlarged by consolidation with one or more adjoining Lots or portions thereof, under one ownership, in which event the combined Lots shall be treated as a single Lot for purposes of compliance with the setback lines required by the provisions of Paragraph 13 hereinafter. However, Lots, once combined, may not subsequently be separated unless each of the separated Lots will conform to the Plat of the Subdivision and satisfy the requirements of Paragraph 13 of this Declaration

3 Landscaping, Maintenance and Enforcement The Lot owners or the owner of any portion of the Subdivision agrees to maintain said property in a clean and sanitary condition and an aesthetically attractive appearance. Lots, whether improved or vacant, will be mowed no less than monthly, and there shall be removed therefrom all debris, dead growth and fallen vegetation. Natural vegetation, such as rosemary, palmetto and scrub oak shall not be removed from any Lot if the

retention of such vegetation shall promote the attractive appearance of the Subdivision. The Lot owner of a dwelling must spend at least five percent (5%) of the cost of construction of the dwelling, for irrigation, landscaping and sodding of the Lot. In any event, the Lot, where cleared, is to be fully sodded or mulched, irrigated, and, additionally, the sodding will include all easement areas and swales located within the Lot lines and as to the front of the Lot will extend to the pavement line. Ground vegetation exceeding an average of 12 inches height shall be presumed a violation of maintenance standards. The obligation to mow, no less than every 30 days, being imposed herein upon the Lot owner will also include the swale, if any, all easements, and the right-of-way located between the front Lot line and pavement line. If after ten (10) days written notice given by the Association, as hereinafter constituted, the Lot owner has not complied with the foregoing requirements regarding maintenance of the Lot and adjacent areas, the Association hereby reserves and is granted the right to enter upon the Lot requiring maintenance and do all things necessary to comply with the foregoing maintenance requirements, including but not limited to mowing. Upon the performance of such maintenance by the Association, after the above-described written notice of intention to perform such maintenance is given to the Lot owner, the Association shall be entitled to recover the costs of such maintenance, together with interest at the highest legal rate from the date said cost is incurred, from the owner of said Lot, together with cost of collection and reasonable attorney's fees, which cost, interest, collection cost and attorney's fees shall be secured by a lien upon the Lot which received the benefit of such maintenance. Said lien may be perfected by the recording of same among the Public Records of Brevard County, Florida, and may be foreclosed in the same manner as a mortgage, at the option of the holder thereof. However, any such lien shall be and is hereby declared to be subordinate to any then existing mortgage or mortgages encumbering the Lot against which the lien is asserted.

4 Board of Directors of the Association There shall exist a Board of Directors of the Association, hereinafter referred to as the "Board of Directors", which membership shall be elected as outlined in the By-Laws. The Board of Directors may designate a representative, including a contracted professional, such as an architect, engineer, or planner, to act for it, which representative need not be a member of the Board of Directors or a Lot owner and may be natural or artificial. The designation of said representative shall be in writing and signed on behalf of the Board of Directors by all of its members.

5 Construction Review No dwelling, building, structure or landscaping of any kind on any Lot or in any part of the Subdivision shall be connected, erected or altered until the plans, specifications and location therefor and thereof shall have been first submitted to and approved by the Board of Directors. The plans, specifications and location of all contemplated construction and every alteration of any dwelling, building or structure shall be in accordance with all applicable codes and ordinances of Brevard County, Florida, in effect at the time of such proposed construction or alteration. However, the approval or disapproval of plans, specifications and location by the Board of Directors shall be based on any reasonable grounds, including purely aesthetic reasons, which, in the discretion of the Board of Directors, shall be deemed sufficient.

Detailed and to-scale sketches, including location sketches, which show the requested

improvements and, if golf course frontage lots, illustrate the improvements in relation to the golf course, shall be submitted by the Lot owner to the Board of Directors for approval as to any construction, improvements, additions or alterations or landscaping which may be sought to be erected or placed on any Lot at least fifteen (15) days prior to the date that approval thereof is required

Plans and specifications, as regards topography and finished grade elevation, must also be reviewed and approved by the Board of Directors before any movement or placement of dirt or alteration of existing contours

Date of submittals to the Board of Directors of required material for review must be evidenced by a written instrument signed by a member of the Board of Directors or its duly designated representative, acknowledging receipt of such submittals, and noting the date and time of such receipt All approvals by the Board of Directors intended to be relied upon by a Lot owner, his agents or servants, and whether relating to the provisions of this Paragraph or any other covenant contained in this Declaration must be in writing or initialed by a member of the Board of Directors or its duly designated representative

6 Building Design and Specifications

(a) Single-family residences and attached garages shall have roofs or dimensional asbestos shingle or dimensional asphalt shingle (with a grade weight of no less than 240 pounds), wood shingle, tile, or clay tile, or other material approved for architectural reasons, or fiberglass shingles of architectural grades as permitted by the Board of Directors, provided, however, that roofs on outdoor patios and pools may be of other materials if permitted by the Board of Directors No three-in-one tab shingles are permitted

(b) Single-family residences and attached garages shall have exterior walls of masonry, real brick, real stone or approved wood (including hardboard) siding and shall be painted or stained All colors shall be subject to approval of the Board of Directors Roofs shall be of "hip," or "gable," design, with a minimum pitch of 5/12, unless specifically otherwise approved for architectural reasons Lower pitches or porches or decks will be considered Variations of this requirement may be permitted in the discretion of the Board of Directors if a Lot owner desires to architecturally conform the garage to the design of the single-family residence to which the intended construction is adjoining, provided, however, that in every event of residential construction, there shall be constructed concurrently therewith an enclosed garage with a capacity for no less than two automobiles All garage doors shall be either wood or approved steel and shall have electronic openers

(c) No dwelling or improvements erected in the Subdivision shall exceed two stories in height No exposed concrete block shall be visible above grade All exterior brick or stone facings shall be to grade The use of aluminum, vinyl, tin or iron shall be specifically prohibited for siding on any structure However, architectural metals or other materials, when specifically approved by

the Board of Directors, shall be permitted

(d) All driveways must be constructed of concrete or pavers. Any painted or decorative designs must be approved in advance by the Board of Directors.

(e) Mailboxes must be of a standard design approved by the Board of Directors.

(f) No dwelling being constructed or reconstructed on any Lot may contain floor living area of less than 2000 square feet under air conditioning, in the event of a two-story construction, the living area of the ground floor shall contain no less than 1,000 square feet, under air conditioning. This reference to square footage shall be exclusive of garages, glazed or unglazed porches, screen patios, loggias and non air conditioned spaces. All houses must have an approved roofed rear porch.

(g) No construction of a single-family residence or addition shall be commenced without a landscape plan approved by the Board of Directors. Landscape and associated plans shall include irrigation of sodded and platted areas and use of Floratam sod or its successors where sod is used. Any cleared area shall be either planted and mulched or sodded. Preservation of natural plantings is encouraged. Landscaping shall include at least (8) trees of eight foot (8') height each, distributed upon the entire Lot. Only half, meaning no more than four (4) of the trees may be palms. Building elevations visible from the street shall be complemented by an acceptable planting of shrubbery (See Paragraph 3 regarding expenditures for landscaping). Air conditioners, pumps, swimming pool pumps, water treatment devices and all other like fixtures shall be screened by approved fences or plantings.

7 Fences No wall (other than dwelling walls) may be constructed. No fence shall be constructed on any Lot until the height, design, and location thereof shall have been approved in writing by the Board of Directors. No fence shall be erected or placed within the front setback areas of any Lot unless the fence is ornamental and a desirable feature and in no event will impair the general scheme of theme of the Subdivision. No fence shall be constructed to a height of more than four feet (4') above ground level of adjoining Lots. Hedge plantings will be maintained to a height of no more than four feet (4') above ground level of adjoining Lots. Fencing must be of standard approved, vinyl clad chain link and shall be fully buffered by shrubbery and landscaping when visible from the golf course, lakes or streets. Newly installed buffering landscaping must attain 100% coverage to adequately screen the fence from view within one (1) year and subsequently be maintained as required. The Board of Directors, in its discretion, may approve minor projections above the restricted heights for architectural features and may also authorize the maintenance of a hedge having a height in excess of four feet (4') on the condition that the Board of Directors determines, in its discretion, that such additional height shall not serve to unreasonably restrict or block the view of adjoining or adjacent Lot owners or otherwise materially impair the landscaping theme of the Subdivision or the property rights of other owners.

8 Completion of Dwelling Construction Any dwelling for which approval has been

obtained from the Board of Directors and the construction thereof commenced must be completed no later than six (6) months from and after date of commencement of initial construction. In the absence of agreement between the Lot owner and the Board of Directors as to the date of commencement of construction, the date of the issuance of the building permit or the date of the filing of the Notice of Commencement, if timely filed, whichever occurs later, shall be deemed the date of commencement of initial construction. In the event that the Lot owner is unable to complete construction to the extent that the dwelling will be eligible for the issuance of a Certificate of Occupancy or its equivalent by the Brevard County Building Department, the Lot owner must obtain written consent from the Board of Directors for good cause shown by the Lot owner for an extension of time for complying with the requirements of this Paragraph. Failing such grant of extension by the Board of Directors, the Lot owner must complete construction within thirty (30) days after written notification by the Board of Directors that no further extension will be granted to the Lot owner or within the initial six (6) month construction period, whichever concludes last, and failing such completion, the construction will be deemed abandoned and the Board of Directors is granted the right and authority to enter upon the Lot or authorize the entry thereon by such agents, servants, independent contractors and employees as, in the discretion of the Board of Directors, are necessary to accomplish the completion of construction or the removal of the partial construction. In the performance of such responsibility and upon completion thereof, the Board of Directors shall be entitled to recover the costs and expenses incurred by it, including attorney's fees and other incidental costs and may collect the same from the Lot owners or enforce its rights to impose a lien in the same manner as otherwise provided and granted to the Board of Directors in Paragraph 3 of this Declaration.

In the performance of the foregoing and the going upon the property of the Lot owner, whether under this Paragraph or under the provisions of Paragraph 3 or any other provision of this Declaration, the Board of Directors will be deemed to be acting on behalf of the Lot owner and as the Lot owner's agent, and so long as the Board of Directors acts in good faith and without malice, the actions of the Board of Directors will be deemed to be privileged, authorized and taken on behalf of the Lot owner. The Lot owner will indemnify and save harmless the Board of Directors, the members thereof, the Association and such other agents, servants, employees, independent contractors as may be utilized by the Association or the Board of Directors in fulfilling its obligations or allegations, including, any attorney's fees incurred as a result thereof, brought by the Lot Owner on any third party on behalf of the Lot owner or claiming by, through or under the Lot owner or in any way resulting from the work undertaken pursuant to the terms of this Declaration.

9 Homeowner's Association The Association shall be responsible for maintenance of all common areas, private easements, retention ponds and appurtenant structures and the exercise of any rights granted to it by this Declaration or by the Association. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from any Lot. Mailboxes will be painted annually or as needed at the expense of the Association.

10 Maintenance Assessment

(a) Subdivision Description The Subdivision contains as part thereof, a landscaped entranceway, landscaped parcels, retention ponds, and drainage easements. Lot owners shall be responsible for maintaining such areas and their facilities as may be located on their respective Lot for the benefit of each and every Lot in the Subdivision. The tennis courts, playground, exercise station and jogging paths have been deeded to Brevard County, Florida for their maintenance.

(b) Creation of the Lien and Personal Obligation of Assessments An annual assessment charge will be imposed against each Lot, payment of which shall be due upon closing on the purchase of a Lot and thereafter on a like day of each succeeding year and shall be paid to the Board of Directors. For purposes of convenience in collecting such assessments, the Board of Directors may adjust by proration such annual payments so that all such payments will be due and payable on a like day of each year.

(c) Maximum Annual Assessment Until three (3) years from and after the date of conveyance of the first Lot in the Subdivision to an owner other than the Developer, the maximum annual assessment shall be \$150.00. Thereafter, the annual assessment, in the discretion of the Board of Directors, shall be increased or decreased to reasonably meet the financial obligations necessary to comply with the requirements of the following subparagraph.

(d) Purpose of Assessment The assessment contemplated by this Paragraph shall be used to maintain, improve, or enhance the landscaping, irrigation system of the entranceway, signs, structures, lighting and any other common area of the Subdivision and for any purpose the Board of Directors deems appropriate which benefits the community or promotes good will within the community. Any funds expended for such purpose shall be evidenced by paid bills and invoices specifying the work done and the unit cost for such work and such bills, and invoices shall be available for examination by any Lot owner who is current in the payment of the obligation provided for hereunder. Funds used for any other purpose than maintenance must be approved by unanimous vote of the Board of Directors.

(e) Lien The annual assessment shall accrue interest at the highest legal rate from and after fifteen (15) days of its respective payment due date and together with such interest, cost and reasonable attorney's fees, shall be a charge on the Lot and a continuing lien upon such Lot against which such assessment is made. A Notice of Lien may be placed on the Public Records of Brevard County, Florida, at any time after thirty (30) days has elapsed from the payment due date. The aggregate of any delinquent assessment or assessments, together with interest, fees and costs, shall also be the personal obligation of the person or other entity who was the owner of such Lot at the time the assessment or assessments fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor, and the lien contemplated by this subparagraph shall be subordinate to any mortgage or mortgages that may encumber the Lot at the time of recording of the Notice of Lien.

(f) Uniform Assessment The assessment provided for herein, or any increase or decrease thereof, shall be fixed at a uniform rate for all Lots affected thereby and will be collected

on an annual basis as above provided

(g) Effect of Non-Payment The Board of Directors may engage counsel to either bring an action at law against the Lot owner personally obligated to pay the annual assessment, or foreclose the lien against the Lot which is the subject matter of the assessment, or pursue both remedies. No Lot owner may waive or otherwise avoid liability for the assessment provided for herein.

11 Nuisances, Waste and Miscellaneous Provisions

(a) Clothes lines shall not be permitted unless they are specifically enclosed to minimize their visibility from other Lots and from the golf course, lakes, or street right-of-ways. Solar collectors or other energy devices may only be installed by the Lot Owner in accordance with Florida Statutes regarding renewable energy resources. Solar collectors or other energy devices will be installed to minimize visibility from the golf course and street right-of-ways when such installation does not impair the effective operation of the solar collectors or other energy devices. The Owner must notify the Board of Directors in writing of the location, size, and description of the solar collector or other energy device prior to installation.

(b) No Lot shall be used as a junk yard or "auto graveyard" for damaged or inoperable vehicles. Unlicensed vehicles may be stored outside of the garage a maximum of thirty (30) days after prior notification to the Board of Directors. No part of any Lot shall be used for automotive motor or engine repairs except that tune-ups and minor repairs may be performed within the garage located on a Lot by the Lot owner on his personal automobile, motor or engine.

(c) No waste water, garbage, trash or other refuse shall be placed or emptied upon the surface of any part of the Subdivision. All residences shall connect to central sewer utilities. No well for the production of water shall be installed or permitted to be installed or used on the Lot.

(d) Garbage or rubbish shall not be dumped or allowed to remain on any Lot except that garbage, rubbish or other debris, properly contained in plastic receptacles, may be placed outside the residence for collection no earlier than 6PM on the evening prior to the time of scheduled collection and removed the day of collection. At all other times, such receptacles shall be placed on the Lot so as not to be visible from the street right-of-way or from the property of adjoining Lot owners. Yard waste shall not be placed on storm water drain grates and shall not be placed so as to cause an obstruction to the street or sidewalk right-of-ways. Grass clippings and tree debris resulting from yard maintenance shall not be deposited or left remaining on the street or sidewalk.

(e) No trees shall be destroyed except those absolutely necessary to construct the principal dwelling and driveways. The Lot owner shall identify those trees having a diameter in excess of four inches (4") which are intended to be removed by the Lot owner because of construction contemplated by him at the time that plans therefor are submitted to the Board of

Directors It shall be the prerogative of the Board of Directors to require any structures to be located so as to minimize the destruction of trees Trees shall not be destroyed to promote the growth of lawns Trees removed due to disease, damage, or having caused damage to the Lot or Lot improvements shall be replaced subject to the tree type constraints contained in Paragraph 6(g)

(f) Only in-ground pools may be constructed or erected on any Lot, provided they are situated in the rear yard only, and provided further, that no portion of any such pool or its appurtenances, including its fence, shall be closer to the rear or side lot lines than the minimum distances respectively permitted by law, and as otherwise provided in Paragraph 13

(g) No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot within or without the dwelling or improvements thereon, nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except portable toilets used during construction

(h) Direct Broadcast Satellite and Multichannel Multipoint Distribution service satellite dishes one meter (39 inches) or less in diameter and Television Broadcast Station antennas may only be installed by the Lot Owner in accordance with Federal Communication Commission rules and in a location not visible from the street without prior approval of the Board of Directors Should the Lot Owner be unable to receive an acceptable transmission from a non-street visible location, a satellite dish or antenna may be erected in an area visible from the street, however the Owner must notify the Board of Directors in writing of the location and the reason for the placement The Board of Directors may require said satellite dish or antenna be screened from view

(i) No signs of any kind, except those placed by the Association, shall be displayed to the public view on any portion of the Subdivision except one sign of not more than two (2) square feet identifying the Lot owner and address, one sign of not more than four (4) square feet advertising a Lot or Lots for sale or rent during the construction and sales period Any sign utilized in connection with the foregoing will be professionally prepared and may be located only on a Lot to which the sign refers

(j) No husbandry of either animals or fowls shall be conducted or maintained on any Lot or any portion of a Lot House pets only shall be excluded from this restriction, but pets will not be permitted to run unattended or without a leash in the Subdivision except within the confines of the Lot owned or leased by the owners of such pets House pets may not become a nuisance to other owners of Lots in the Subdivision by permitting such pets to generate noise, smell or waste material offensive to other Lot owners or in violation of law

(k) Wheeled vehicles of any kind, boats, or any other offensive objects may not be parked or kept on any part of a Lot, except that private automobiles, vans, S U V 's, and pick-up trucks without commercial signs may be parked only in the approved driveways Visitors with private automobiles, vans, S U V 's, and pick-up trucks for period of less than twenty-four (24) hours

are excluded. This restriction does not attempt to limit the length of stay of visitors. It is solely a restriction on the location of the placement of a visitor(s) vehicle(s) while visiting a Lot owner. Resident(s) boats, recreational vehicles, trailers, and camping trailers may be parked in the approved driveways for periods not to exceed forty-eight (48) hours no more than twice per month. Otherwise they must be completely housed within the closed garage or stored elsewhere. All commercial vehicles must be completely housed within the closed garage, or stored elsewhere. Request for variances to the above may be approved on a case by case basis by the Board of Directors.

(l) No air-conditioning units shall be installed on the front of any building (or the side of a building which faces a street), unless previously approved in writing by the Board of Directors. Air-conditioning units may be installed at the side or back of the residence, provided they are at least three and one-half feet (3 ½') from the closest property line. Each unit must be adequately and ornamentally screened so as not to be visible from any street, the golf course or lakes.

(m) All telephone, electric and other utility lines and connections between the main utility lines and the residence located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power & Light, through underground primary service lines running to transformers.

12 Violations and Enforcement Violations of any covenant or restriction contained in this Declaration may be remedied by the Board of Directors of the Association and the expense thereof shall be chargeable to the then owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand. In the event that the Board of Directors of the Association has expended funds in connection with curing such violation, then and in such event, the funds so expended shall become a lien upon said Lot or Lots. Enforcement shall be by proceeding at law or in equity, brought by the Board of Directors of the Association or upon the failure of the Board of Directors of the Association to act after written request therefore has been made, by the owner of any Lot or Lots located within the Subdivision against any person or persons violating or attempting to violate any covenants or restrictions contained in this Declaration either to restrain violation or to recover damages, or both. In the event that the Board of Directors of the Association is obliged to engage counsel in connection with its enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, the Board of Directors of the Association, if the prevailing party, will be entitled and authorized to recover its reasonable attorneys' fees and costs from the defendant in such proceedings.

The Board of Directors may, in its discretion and at Lot Owner's expense, file and prosecute a suit for declaratory judgment in order to obtain a judicial determination that the contemplated action by the Board of Directors pursuant to this Paragraph, or Paragraph 8, or any provision of this Declaration as permitted by the terms hereof and is otherwise lawful.

The Board shall also have the power to create an "Enforcement Committee" to be comprised of three (3) Members, none of whom are officers, directors, or employees of the Association or the

spouse, parent, child, brother or sister of an officer, director, or employee of the Association. The Enforcement Committee shall serve a term consistent with its purpose. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Board.

(A) Powers of the Enforcement Committee The Enforcement Committee shall have the power to

- (1) Adopt rules for the conduct of its hearing,
- (2) Effectuate the provisions set forth in this subsection,
- (3) Issue Orders consistent with this subsection, and

(4) Order Non-Complying Lot Owners to pay a fine not to exceed one hundred (\$100.00) dollars per occurrence up to a maximum of thousand (\$1,000.00) dollars.

(B) Conduct of Enforcement Hearing The "Alleged Non-Complying Member" and, if applicable, his guests, invitees, employees, agents, or lessees shall be given reasonable opportunity to be heard at a code enforcement hearing.

(C) Notice to Alleged Non-Complying Members Alleged Non-Complying Members and their guest, invitees, employees, agents, or lessees, if applicable, shall be given written notice at least fourteen (14) days in advance of the code enforcement hearing. If the committee, by majority vote, approves a fine, it will be imposed. If the committee, by majority vote, does not approve the fine, it will not be imposed. If the alleged non-complying member fails to appear at the hearing, the fine may be automatically imposed up to the maximum amount per this section.

13 Setback Lines The front of any dwelling constructed on any Lot shall be located no closer than twenty-five feet (25') to the front lot line, for all lots no closer than seven and one-half feet (7 ½') on the opposite sideline, except on corner lots where sideline setback shall be fifteen feet (15'). Rear setbacks shall be twenty feet (20') to the rear lot line. No structure, except fences and walls, shall be closer than fifteen feet (15') to side street line on corner lots, except as provided herein. However, the Board of Directors reserves the right to impose greater or other setback requirements as may be justified by Lot configuration or site utilization in the course of its review pursuant to the provisions of Paragraph 5.

14 Maintenance of Subdivision Improvements All construction undertaken in the Subdivision by Lot owners, their contractors or other agents or servants, shall be performed in a manner not to interfere with, modify or otherwise adversely affect the Subdivision improvements, described in the plat thereof, or otherwise installed by the Developer. Any such interference, modification or adverse effect, if found to have occurred in the opinion of the County Engineer Brevard County, Florida, or his designee, shall be immediately corrected upon written notification by the Board of Directors of the Association directly to the Lot owner responsible therefor or for or

by whom the work in question had been performed, and such corrective work will immediately thereafter be undertaken and completed at the expense of such Lot owner

15 Modification The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the Subdivision and each Lot therein contained may be waived, abandoned and terminated, modified, altered or changed as to the Subdivision or any portion thereof, with the written consent of the owners of 51% or more of the Lots in the Subdivision. No such waiver, abandonment, termination, modification or alteration shall become effective until a proper instrument in writing evidencing such consents and approval shall be executed and recorded among the Public Records of Brevard County, Florida

16 Limitation of Liability Nothing herein contained shall serve to impose any duty upon the Board of Directors of the Association which would subject the members of the Board of Directors, jointly or severally, to any liability to third parties for the failure, in whole or in part, of the Board of Directors of the Association to enforce any or all of the covenants contained in this Declaration

17 Waiver of Minor Violation Where a violation of this Declaration exists and is of such a nature so that in the opinion of the Board of Directors the existence of such violation does not result in an economic hardship to, adversely affect the property values of, or substantially interfere with the property rights of, other owners in the Subdivision, the Board of Directors shall have the right at any time after proper request is made therefore by the party responsible for such violation or the owner upon whose Lot the violation is found, to release such Lot or portion thereof from the obligation to cure such violation

18 Easements Easements for installation and maintenance of utilities and drainage facilities are hereby established and shall be as recorded on the Plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed that may damage or interfere with the installation on or maintenance of utilities, change the direction of flow of drainage channels in the easement or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and improvements thereon shall be maintained continuously as provided by Paragraph 3, except for those improvements for which a public utility or authority is responsible

19 Invalidity Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect

20 Marginal Titles The marginal titles are for convenience and reference only

21 Governing Law Nothing contained herein is intended to conflict with applicable Federal or Florida Statutes

IN WITNESS WHEREOF, the Association has executed this Restatement the day and year first

above written

THE SAVANNAHS AT SYKES CREEK HOMEOWNER'S ASSOCIATION, a Florida Corporation not for profit

BY *Richard Loewenstein*
Richard Loewenstein, President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, on this ~~1st~~ *2nd* day of December, 2008 personally appeared RICHARD LOEWENSTEIN, as President of SAVANNAHS AT SYKES CREEK HOMEOWNER'S ASSOCIATION, INC, a Florida corporation not for profit, who is personally known to me, and who did not take an oath

Notary Public

Diana L. Archambault
Print Name Diana L. Archambault
My commission expires _____

