10/29/1997 11:32
Instrument # 97180709
Book: 4247
Page: 1229

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATHER GLEN AT SPRUCE CREEK

THIS DECLARATION is made this **2nd** day of **October, 1997**, by Equity Holdings, Inc., a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of certain real property located in Volusia County, Florida, more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, Declarant desires to subject all of the Property to the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are created and established for the purpose of protecting the value and desirability of the Property, and enhancing and preserving the welfare of the residents and owners thereof. The restrictions, covenants and conditions contained herein shall run with the land and be binding upon all. parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SPRUCE CREEK PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. All owners of property within the Fly-in Spruce Creek Planned Unit Development are members of the Association; and the directors of the Association are elected by the membership at large. Every owner of a Lot in Heather Glen at Spruce Creek Subdivision ("the Subdivision") upon acquiring such Lot becomes a member of the Association.

Section 2. "Architectural Review Committee" or "ARC" shall mean and refer to the committee created and established by the Association for the prior review and approval of all contemplated improvement of any Lot.

Section 3. "Common Area" shall mean the tracts designated by letter (including the improvements thereon) dedicated to the Association for the common use, benefit and/or enjoyment of the Owners and other members of the Association. All "common area" tracts are dedicated to Spruce Creek Property Owners Association, Inc. ("Property Association") as Common Areas of the Association.

Section 4. "Declarant" shall mean and refer to EQUITY HOLDINGS, INC., a Florida Corporation and its authorized successors and assigns.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments or modifications made in accordance with the provisions hereof.

Section 6. "Lot" shall mean and refer to any separate numbered plot of land as shown upon any recorded subdivision plat of the Property, excluding the Common Area.

Section 7. "Owner" shall mean and refer to the record title owner of fee simple title to any lot (whether one or more persons or entities) including contract purchasers, but excluding parties holding such interest merely as security for the performance of an obligation.

Section 8. "Plat" shall mean the plat of the Heather Glen at Spruce Creek Subdivision, to be recorded in the Public Records of Volusia County, Florida, concurrently with or shortly after the recording of this Declaration in such Public Records.

Section 9. "Property" shall mean and refer to Exhibit "A" when the plat is recorded in the Public Records of Volusia County, Florida, as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Structure" shall mean any improvement upon the Property, including but not limited to, paving and parking lots, signs, residences, garages, storage buildings and play structures but not including improvements providing electric, telephone, television, water, sewer or other utilities services.

Section 11. "Surface Water or Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. (See Article III below)

ARTICLE 11
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and casement to the benefit and enjoyment of all of the Common Areas for their respective intended purposes, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Association may charge reasonable fees for the use of any recreational Common Area or facility which may be located within or upon the Common Area;

(b) The Association may suspend an Owner's voting rights and the right to use the Common Area for any period during which any assessment against such Owner's Lot remains unpaid; or, for a period not to exceed sixty (60) days for each infraction of the Association's rules and regulations concerning the Common Area;

(c) The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument consenting to such transfer and signed by two-thirds (2/3) of the members, has been recorded.

ARTICLE III

COVENANT FOR MAINTENANCE OF SURFACE WATER-FACILITIES

Section 1. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. In order to provide adequate assurance that this stormwater management system will adequately function, the following maintenance procedures are hereby established for the permanent maintenance staff.

(a) Inspect all inlets and control structures for vandalism, deterioration or accumulation of sand and debris. Remove debris and repair as necessary.

(b) Inspect and remove any debris in control structures, or blockage of orifice system, if so equipped.

(c) Inspect and/or repair skimmer boards around control structures as necessary.

Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District,

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

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with St. Johns River Water Management District Permit No. 40-127-0024AM13-ERP requirements and applicable District rules, and shall assist in the enforcement of the Restrictions and Covenants contained herein.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 4OC-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Existence of the Association commenced pursuant to the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. as recorded in Official Records Book 1739, Page 1093, et seq. as amended and supplemented in the Public Records of Volusia County, Florida. The Association exists in perpetuity.

Section 2. Conservation Easements on Lots. Those portions of Lots which are shown as conservation easements have been set aside as a permanent vegetative natural buffer ("Buffer"). This Buffer is a part of the Surface water management system approved by the County of Volusia and in accordance with the permit issued by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage off-site. The following activities are prohibited within this Buffer: filling or excavation, planting, sodding or removing vegetation, irrigation, or construction of fences which impede the flow of surface water, provided however that elevated walkways can be constructed across the vegetative buffer if done using construction techniques and pursuant to plans both approved by the County of Volusia's Engineering Environmental and Land Development Offices, St. Johns River Water Management District, and the Spruce Creek Property Owners Association, Inc., Board of Directors and Architectural Review Committee. Such construction will not impact the security of the community.

No alteration of the Buffer shall be authorized without prior written authorization from the County of Volusia's Engineering Environmental and Land Development Offices, St. Johns River Water Management District and the Association. Any damage to any Buffer, whether caused by natural or human induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

Section 3. Conservation Easements on Common Areas. Declarant hereby declares, imposes and grants to St. Johns River Water Management District statutory Conservation Easements pursuant to Section 704.06, Florida Statutes, over, under and upon all of the conservation easements shown on the Heather Glen at Spruce Creek Plat which lie outside of the Lots. Where areas bear the dual designation of Drainage and Conservation Easement, the Association shall have the right to repair and replace the drainage facilities and to maintain the drainage in accordance with the St. Johns River Water Management District permit notwithstanding the limitations of the Conservation Easement; the Conservation Easement shall be subordinate to the Drainage Easement where such easements are in conflict.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant, on behalf of each Owner, hereby covenants and agrees to pay to the Association all assessments and charges levied by the Association, The assessments, together with any interest due, any late penalty, and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made, and also the personal obligation of the Owner of such Lot jointly and severally if more than one party), as more fully provided in the Declaration of Covenants and Restrictions for Fly-In Spruce Creek, Inc. Subdivision, Unit One as recorded in Official Records Book 1739, Page 1093, Public Records of Volusia County, Florida, and the Supplemental Declarations and Amendments thereto (collectively the "Fly-In Declaration").

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for such purposes as may be determined by the Association, including promotion of the recreation, health, safety and welfare of the owners and for the improvement and maintenance of the Common Areas throughout the Fly-In Spruce Creek PUD, including, but not limited to, the Heather Glen at Spruce Creek Subdivision.

Section 3. Liability for Payment of Assessments. Liability for payment of all assessments provided for herein shall commence upon the filing of the plat of Lot from Declarant. The Owner shall, at the closing of such purchase, pay to Declarant the annual assessment for such Lot, prorated if such closing takes place during an assessment year.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE ("ARC")

Section 1. Spruce Creek Property Owners Associations ARC. The Architectural Review Committee for the Subdivision shall be the Spruce Creek Property Owners Association ARC. Lots in the Subdivision shall be subject to the juris of the Spruce Creek Property Owners Association ARC.

Section 2. Review of Proposed Construction Plans by ARC. No Structure shall be erected, placed upon, altered, or permitted to remain on any Lot unless and until the Owner of such Lot has submitted an application (hereinafter referred to as "Application") for approval therefore to the ARC, together with three (3) sets of construction plans, site plan, drainage, irrigation and landscaping plan, and such other information as the ARC may require, and such Application has been approved by the ARC. The ARC shall review the Application and other materials submitted with respect to (i) the quality of workmanship and materials to be used in such construction, (ii) the harmony of the external design and location of the proposed Structure with respect to existing structures within the Property, (iii) the location of the proposed structure with respect to topography, vegetation and the finished grade elevation of the Lot, (iv) consistency of such Structure with the provisions of this declaration and (v) any other relevant considerations, including aesthetic factors.

Section 3. Response to Application. The ARC shall respond in writing to all Applications, either approving the application or specifying the reasons for any disapproval. If the ARC fails or refuses to take action on an application within thirty (30) days after such Application is properly submitted (written acknowledgment of receipt is required), then such Application shall be deemed to have been approved by the ARC, and no further action of the ARC shall be required for the approval thereof. Decisions of the ARC may be appealed in writing to the Spruce Creek POA Board within ten (10) days after delivery of the ARC's decision. If the applicant fails to file an appeal within said ten (10) day period, the decision of the ARC shall be final. In the event of an appeal, Spruce Creek POA Board shall take action on such appeal and either approve or disapprove in writing the decision of the ARC within thirty (30) days after receipt of the appeal. Spruce Creek POA Board shall deliver a copy of its decision to the applicant and the ARC. If Spruce Creek POA Board fails to take action on an appeal within thirty (30) days after such appeal is properly submitted, then the decision of the ARC shall stand. If the Spruce Creek POA Board overturns the decision of the ARC, then the decision of the Spruce Creek POA Board shall be final.

Section 4. Guidelines For ARC Review. Guidelines to be used by the ARC in reviewing Applications in addition to those for the Fly-In Spruce Creek, Inc. PUD include, but are not limited to, the following:

(a) Dwelling, Height and Setback Requirements. Residences shall not exceed thirty-five (35) feet in height. Setback requirements for the Lots are as follows:

(1) Front - 30 feet minimum from lot line
(2) Side - 8 feet one side; total 20 feet both sides minimum; note: west side yard of lot #5 to be 8 feet from lot line.
(3) Corner - 25 feet minimum street side from lot line
(4) Rear - 25 feet minimum from lot line
(5) Rear porch or patio - 10 feet minimum from lot line, does not apply to enclosure with pool
(6) Rear swimming pool enclosure - 5 feet minimum from rear lot line

(b) Coverage. Building Ground Coverage shall not exceed thirty percent (30%) of that portion of the site which lies outside of any road easement, it being the intention hereof that those portions of any site lying within a road easement be excluded in computing percentage of coverage.

(c) Building Quality and Materials. ARC shall have final approval of exterior building materials for all Structures. Exposed concrete block shall not be permitted on the exterior of any residence. The ARC shall not permit the use of imitation stone or brick for the exterior of the residences and other Structure, and shall permit the use of exterior materials such as stucco, brick and wood, or a combination of the foregoing. Plywood and Masonite siding is prohibited on the exterior of any Structure without prior approval of the ARC.

(d) Exterior Trim and Color Plan. The ARC shall have final approval of exterior color plans for all Structures, and each Owner shall submit to the ARC along with such Owner's Application a color scheme, showing the proposed color of the roof, exterior walls, shutters and trim of such Structure. No Owner shall install any additional shutters, awnings, exterior trim or any exterior ornamentation or decorations of any kind without the prior written approval of the ARC.

(e) Flat roofs shall not be permitted on the main body of any Structure unless specifically approved in writing by the ARC. The ARC shall have discretion to permit flat roofs on Florida rooms, porches and patios, and on the main body of a home if such roof is modern or contemporary in design and the overall look is harmonious with other approved homes. The composition of all pitched roofs shall be either concrete or terra-cotta tile or a dimensional fiberglass shingle creating an architectural detail of a type, style and color specifically approved by the ARC. Minimum roof pitch, unless otherwise approved in writing by the ARC, shall be 5/12.

(f) Garages. All residences shall be constructed with an attached garage for two (2) or more cars having a minimum width of sixteen (16) feet. No garage entries shall be located on the front of any residence. Garage entries may only open to the side of any residence or courtyard, unless otherwise approved in writing by the ARC. An "L" shaped house may have the garage entry on the face of the "L" which is perpendicular to the street on which the house fronts. Unless otherwise approved by the ARC all garage doors must be maintained in a usable condition. Windows must be installed on any garage elevation which is a part of the front of the residence. All garage doors shall be constructed of

wood, metal or masonite. No corrugated metal or corrugated translucent fiberglass style garage doors shall be permitted. Garages shall not be used for any purpose other than the storage of equipment and vehicles.

(g) Sheds and Detailed Structures. No tool shed, storage room or other detached structure may be constructed on any Lot without the express written consent of the ARC. No detached structure for RV storage shall be allowed. No playhouses shall be allowed.

(h) Driveways. No driveway, roadway or parking area shall be constructed, maintained, altered or permitted to exist on any Lot except as approved by the ARC. The location, size and shape of all driveways shall be approved by the ARC and all driveways shall be installed in such a manner as to minimize the removal of trees from any Lot. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of gray concrete. No driveways or sidewalks are permitted to be painted or topped unless specifically approved by the ARC.

(i) Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARC which shall include, but are not limited to the following: (i) Composition of the pool shall be of material thoroughly tested and accepted by the industry for such construction, (ii) The pool shall be constructed behind the residence on any Lot, and the pool enclosure may not be closer than five feet to the rear property lines, (iii) unless specifically approved in writing by the ARC the screen enclosure framework for every pool shall be of a bronze or white color to match the adjoining house window frames and the screening material shall be of bronze color, (iv) No above ground pool shall be permitted, (v) all pool equipment shall be screened from view from the street

(j) Fencing, Walls, Gates and Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type of materials, and location thereof have been approved in writing by the ARC. No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance of the lake or interfere with the natural drainage of the Property shall be installed by any Owner. No Lot Owner shall install chain link fencing within The Subdivision, but nothing herein shall prevent the installation of such fencing by the Association. All pool pumps, air conditioning units, or exterior equipment shall be screened from view by either a fence or by ARC approved landscaping.

(k) Air Conditioning Units. No window air conditioning units shall be permitted.

(l) Jalousie Windows. No jalousie or similar windows shall be permitted in any structure.

(m) Mailboxes. No mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be installed on any Lot unless and until the size, location, design and type of material for said *receptacle is compatible with the home and approved by the ARC.*

(n) Landscaping, A landscape and irrigation plan for each residence shall be submitted to the ARC along with such Owner's Application for such residence. The plan must clearly show the proposed house, driveway, sidewalk and the location, size, quantity and type of each plant, tree and sodded area on a scale of 1" = 20'. No changes shall be made to the

landscape plan for any Lot until such changes have received the prior written approval of the ARC. In reviewing landscape plans, the ARC shall take into consideration the natural landscaping of the Lot, such as trees, shrubs and palmettos, and shall encourage the Owner to incorporate the same into the landscape plan. No fence, wall, hedge or shrubbery may exceed two feet in height on any comer Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Sodding will be required on all disturbed areas of front, side and rear yards on any Lot. Each residence shall have shrubs along the front elevations as well as a minimum of 15' on both sides of the structure. Houses on corner lots must be landscaped along both facades of the house which are parallel to a street. Each landscape plan must incorporate a minimum of $3,000.00 in plant material (excluding labor or installation). All sod shall be St. Augustine Flomtan grass.

A minimum of 40 square inches of replacement trees, in a quantity / diameter combination acceptable to Volusia County, shall be provided on Lot 1 and Lot 2, in addition to any replacement trees required by removal of protected trees as required by the county's minimum standards for building permit issuance.

(o) Exterior Lighting. All exterior lighting with the exception of up to two (2) entry door lights, up to two (2) garage wall lights, and up to two (2) rear wall lights must be approved by the ARC prior to installation. The ARC shall review exterior lighting plans in order to assure that said lighting does not unreasonably interfere with the use or enjoyment of other Lots.

(p) Repair and Maintenance. It is the obligation of all Owners to maintain their Lots and the structures located on said Lots in good and clean condition and repair. If any Lot is not maintained in such condition (including but not limited to exterior painting, landscaping and sod, and trash removal), the Association may give the Owner of said Lot written notice of his failure to provide the necessary repair and maintenance, specifying the deficiencies therein. If appropriate repair or maintenance is not performed by such Owner within fifteen (1 5) days after the giving of such notice, then the Association shall have the power, but not the obligation, to enter upon such Lot, and make the necessary repairs, and bill the Owner for the costs incurred. Said Owner shall be personally liable for the reimbursement of such costs, and the amount thereof shall become a lien against such Owner's Lot. If such costs are not paid within thirty (30) days of billing, the Association may collect the same, along with the costs of such action, by an action at law against the Owner personally, or by foreclosing upon the lien accorded herein.

(q) Subsequent Modifications or Changes. These guidelines may be amended by the Association and the Subdivision ARC, so long as said changes do not materially alter the character, nature or general scheme of the property. Written notice of said modification of these guidelines shall be distributed to all owners.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use Only . No Lot shall be used for any purpose except residential. , The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot. This restriction is not meant to preclude a home owner from having an office in his residence if permitted by the regulations of Volusia County. There shall be one residential dwelling house per Lot. No Owner may subdivide any Lot. Notwithstanding the foregoing, nothing contained herein shall prohibit Declarant from using any Lot(s) for models or sales offices; or from conveying and building upon a portion of two (2) Lots so long as both portions constitute a Lot conforming to applicable zoning regulations.

Section 2. Sidewalks. There shall be no sidewalks constructed on any Lot except by SCPOA unless required by the County of Volusia or any other governmental agency or other municipal agency with jurisdiction over the property.

Section 3. Parking Restrictions. No commercial truck, boat, trailer, house trailer, mobile home, camper, recreational vehicle, or any other vehicle shall be parked on any street right-of-way within The Subdivision between 12:00 midnight and 6:00 A.M. on any day.

Section 4. Storage Restrictions. No boat, trailer, house trailer, mobile home, camper or other vehicle (except passenger automobiles and trucks under 3/4 ton without commercial lettering) shall be parked or stored on any Lot except in an enclosed garage. No automobile, truck, or commercial vehicle which contains any form of lettering or advertising thereon, or which is identified with a business or commercial activity, shall be stored or otherwise permitted to remain on any Lot, except in a closed garage which is not visible from any street.

Section 5. Livestock-and Animal Restrictions. No livestock, poultry or other animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats and other common domesticated household pets may be kept, provided the same are not kept, bred or maintained for any commercial purposes. Not more than four (4) domestic household pets (two of any one kind) shall be kept or maintained at any dwelling. Dogs, cats or other permitted pets shall be kept inside the house, on a leash or within a fenced area on the Lot. Owners, tenants or guests who walk their pets must use a leash and clean up any defecation made by their pets.

Section 6. Dumping, Incineration. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, waste materials and all unsightly weeds and underbrush. Except during construction no commercial "type" incinerators or other equipment shall be used or placed on any Lot for the collection, storage or disposal of waste materials except for approved residential "type" trash containers which shall be kept in sanitary condition and kept within enclosures approved by the ARC. Such enclosures shall provide that the containers shall not be visible from the street. There shall be no burning of trash or any other materials.

Section 7. Restrictions on Activities. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or become a nuisance to any Owner.

Section 8. Clotheslines. Clotheslines and clothing hung on clotheslines or any other device shall not be allowed on any Lot.

Section 9. Retention Areas and Drainage Easements. No additions or change shall be made to the slopes of any retention areas or to any drainage easements within The Heather Glen at Spruce Creek Subdivision without the prior written approval of the ARC, and or the Board of Directors. No Owner shall install or cause to be installed any retaining wall or similar structure abutting the retention areas, or within any drainage easements without the prior „written approval of the ARC.

Section 10. Berms, Swales and Natural Vegetation Areas. No Owners shall remove, destroy or in any way impair any berms or swales or drainage system or disturb areas designated on the plat as Conservation Easements which is located upon or within such Owner's Lot. Owners shall maintain in good and clean condition all grass area located between the front property line of the Lot and the paved surface of the road. The Association shall have the right to enter any Lot in order to maintain any drainage system. The Owner will be liable for any damage caused to said drainage system resulting from the negligence or intentional act(s) of Owner.

Section 11 Vehicles and Repair. Motorcycles, mopeds and other motorized two or three wheel vehicles shall not be operated over or across any common areas within The Subdivision. Inoperative cars, trucks, trailers, vehicles without current tags, or any other such vehicles shall not be permitted to remain on any Lot or roadway within the Property, except within an enclosed garage. There shall be no major repair performed on any motor vehicle within the Property except in an enclosed garage.

Section 12. Antenna Restrictions. It is the goal of the SCPOA and ARC to maintain the aesthetic integrity of the community without violating the Owner's right to receive unimpaired signals from any acceptable antenna. All 1) Small Satellite Dish Antennas; 2) MMDS/Wireless Cable Antennas; and 3) Standard TV Antennas; are considered acceptable, all other antenna installations must be approved by the SCPOA and ARC.

Section 13. Insect and Fire Control, and Yard Maintenance. In order to implement effective insect, reptile and fire control, the Association and its authorized agents, employees and contractors, shall have the right, but not the duty, to enter upon any Lot, with tractors or other equipment for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. Such entrance shall not be deemed a trespass, but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any Lot to remove any trash which has collected on such Lot and mow an unkept yard or to removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or otherwise prune any Lot, nor to provide garbage or trash removal services. The costs incurred by the Association shall become in special assessment against the subject Lot, which shall in every respect constitute a lien on the Lot as would any other special assessment.

Section 14. Signage. No commercial signs or other signs, including house numbers over 3" in height, shall be installed or maintained on any Lot except with the written permission of the Association and, except as may be required by statute, regulation or judicial decree. No signs may be placed in windows or in or upon any vehicle. If permission is granted for any sign, the Association shall have the right to restrict the size, color, content and placement of such sign. No "For Sale" signs of any kind shall be displayed on any Lot except a single sign for the purpose of advertising the house and Lot for sale. All "For Sale" signs shall be the same size (16" x 16"), color scheme and construction according to specific

design criteria to be promulgated by the Declarant and the Association. Notwithstanding the foregoing, these restrictions shall not restrict Declarant or its agents from erecting any signs to assist Declarant in the sale of any Lot, provided same shall be subject to ARC approval.

Section 15. Ornamental Statuary. No ornamental statuary of any type will be permitted on any Lot which can be seen from the street or any the first floor of any home on other Lot.

Section 16. Window Covering.. No reflective foil or other reflective film material shall be permitted on the glass of any windows, except for smoke or bronze colored film or glass.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license and easement to enter onto any Lot at reasonable hours, upon reasonable notice to the Owner.

Section 18. Tree Removal Restrictions. No trees situated on any Lot between building setback lines and the property lines having a diameter of six (6) inches or more two (2) feet above ground level shall be removed. *All requests for tree removal shall be controlled by the County of Volusia.*

Section 19. Games and Play Structures. All basketball backboards and any other portable or fixed games and play structures which can be viewed from any street are prohibited. Play structures shall not be constructed on any Lot without prior written approval of the ARC. It shall be a condition of any such approval that the structure be screened from view by adjoining Lots and approved in writing by the owners of adjoining Lots.

Section 20. Utility Connections, Connections for all utilities, including, but not limited to water, sewer, electricity, gas, propane tanks, telephone, television and private wells and irrigation systems shall be installed underground in a manner acceptable to the applicable utility authority and the ARC. All private wells shall be located a minimum of five (5) feet within the Lot, and shall use either a submersible pump or an above ground pump located within the garage or in an approved structure or screened from view through the use of landscaping. The Owner of each Lot shall be responsible for and shall pay when due the costs of installation and maintenance of all underground utility systems for his Lot.

Section 21. Easements. Easements shall be established for the installation, construction, maintenance and repair of the Common Areas, utility facilities, communication facilities, and other similar services within the property. Such casements may be established by one or more of the following methods:

(a) By a specific designation of an easement on a recorded Plat;

(b) By a reservation or specific statement providing for such easement in the Deed of Conveyance of a given Lot;

(c) By specific reference in these Covenants and Restrictions;

(d) By a separate instrument recorded by the Association. At any time prior to the sale of (75%) of all of the Lots the Declarant may, at it's sole option, dedicate or transfer to a public agency or authority, drainage facilities and transmission facilities; provided,

however, no such transfer or dedication shall be effective until accepted by such public agency or authority.

Section 22: Perimeter Security. The Association shall have the right, within three feet of the easterly/northeasterly property line of the Conservation Easement areas as depicted on the Plat, to construct and maintain a security fence or other measures deemed appropriate by the Association to provide security and restrain pedestrian and vehicular access between the Spruce Creek Fly-In and any adjacent subdivision or properties. The Association shall maintain such security fence or other measures at a cost to the Owners of Lots of the Heather Glen at Spruce Creek Subdivision and shall have the power to assess such Lot Owners in accordance with this declaration and the Fly-In Declaration, as amended, for the cost of such maintenance either as a part of the annual assessment or a special assessment.

ARTICLE VII
GENERAL PROVISIONS

Section I - Enforcement. The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. The Association shall have the right to impose reasonable fines and collect costs incurred with the enforcement of such fines, established by the Board of Directors, on Owners who violate the provisions of this Declaration. Such fines shall become liens on the Owner's property if not paid by the Owner. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Enforcement and Attorneys Fees. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, including attorney's fee for appeals from lower court judgments. The Association shall have the power to undertake such enforcement action, in addition to any Lot Owner.

Section 3. Severability - Invalidation of any one of these covenants and restrictions by judgment of court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by not less than seventy-five percent (75%) of then owners and the Association, and recorded in the Public Records of Volusia County, Florida.

Section 5. Amendment. Declarant hereby reserves the right, so long as it is the owner of a Lot in Subdivision, to amend, modify, waive or rescind whatever parts of this Declaration as it, in its sole

however, no such transfer or dedication shall be effective until accepted by such public agency or authority.

Section 22: Perimeter Security. The Association shall have the right, within three feet of the easterly/northeasterly property line of the Conservation Easement areas as depicted on the Plat, to construct and maintain a security fence or other measures deemed appropriate by the Association to provide security and restrain pedestrian and vehicular access between the Spruce Creek Fly-In and any adjacent subdivision or properties. The Association shall maintain such security fence or other measures at a cost to the Owners of Lots of the Heather Glen at Spruce Creek Subdivision and shall have the power to assess such Lot Owners in accordance with this declaration and the Fly-In Declaration, as amended, for the cost of such maintenance either as a part of the annual assessment or a special assessment.

ARTICLE VII
GENERAL PROVISIONS

Section I - Enforcement. The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. The Association shall have the right to impose reasonable fines and collect costs incurred with the enforcement of such fines, established by the Board of Directors, on Owners who violate the provisions of this Declaration. Such fines shall become liens on the Owner's property if not paid by the Owner. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Enforcement and Attorneys Fees. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, including attorney's fee for appeals from lower court judgments. The Association shall have the power to undertake such enforcement action, in addition to any Lot Owner.

Section 3. Severability - Invalidation of any one of these covenants and restrictions by judgment of court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by not less than seventy-five percent (75%) of then owners and the Association, and recorded in the Public Records of Volusia County, Florida.

Section 5. Amendment. Declarant hereby reserves the right, so long as it is the owner of a Lot in Subdivision, to amend, modify, waive or rescind whatever parts of this Declaration as it, in its sole

discretion, may deem necessary or desirable, so long as such amendment or modification does not substantially change the character, nature or general scheme of development of the Property. Any amendment shall be submitted to the Association for approval by personal delivery to an officer or the registered agent of the Association and unless disapproved in writing with a statement of the reasons for such disapproval within ten (10) business days, shall become effective upon recording. The Association shall not unreasonably refuse approval of any amendment proposed by Declarant. Any change or modification made by Declarant shall not in any way waive Declarant's right to enforce this Declaration as written. After Declarant ceases to own a Lot in the Subdivision, this Declaration may be amended by a written amendment signed by not less than two-thirds (67%) of the then Owners and the Association, and recorded against the Property in the public records of Volusia County, Florida.

Section 6. Survival of PUD Ordinance and Fly-In Declaration. Notwithstanding any such termination or amendment, each owner shall hereafter continue to be obligated to comply with each and every provision of the Spruce Creek Planned Unit Development Ordinance as enacted by Volusia County and by the Fly-In Declaration and any and all amendments thereto, including but not limited to obligation to pay assessments.

Section 7. Notices. Any notice provided for in this Declaration shall be given in person or by U.S. Postal Service (mail) with postage prepaid, addressed appropriately to Declarant or an Owner at the address shown for such party on the rolls of the Association. Notices to the Association shall be delivered personally to an officer or the registered agent of the Association. Notices shall be deemed to have been given when delivered in the case of personal delivery and three (3) days after mailing when mailed in compliance with the requirements of this Section.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal the day and year first above written.

WITNESSES:

EQUITY HOLDINGS, INC.

By: _____
Stephen E. Johnson
President

Attest: _____
John W. Trost
Secretary/Treasurer

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of Oct., 1997, by Stephen E. Johnson and John W. Trost, as President and Secretary/Treasurer, respectively, of Equity Holdings, Inc., a Florida corporation on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Book: 4247
Page: 1243

NOTARY PUBLIC

Sign: Robin A Lasky

Print: Robin A Lasky

My Commission Expires: _____

Commission No. _____

Robin A Lasky
My Commission CC665014
Expires August 26, 2001

Book: 4247
Page: 1244
Diane M. Matousek
Volusia County, Clerk of Court

JOINDER

Spruce Creek Property Owners' Association, Inc., hereby consents to the foregoing Declaration and accepts the rights conferred upon it, including, specifically, the right to assess and lien, and the responsibilities imposed upon it, including the obligation for the maintenance, repair, and replacement of the common property dedicated to it, provided, however, that the rights and obligations shall inure to and be binding upon the Association only upon the recording in the Public Records of Volusia County, Florida, of this Supplemental Declaration and the plat showing the affected Lots and Common Areas.

DATED: October 24, 1997

SPRUCE CREEK PROPERTY OWNERSHIP ASSOCIATION, INC.

By: Walter K. Blackwell, As President