



SHERIDAN WOODS COMMUNITY ASSOCIATION

**DECLARATION OF COVENANTS
AND RESTRICTONS
FOR
SHERIDAN WOODS**

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHERIDAN WOODS

PLEASE NOTE:

This is an Unofficial Copy of the original Declaration (OR Book 3360/Pages 2496-2513) which incorporates the following amendments:
May 6, 1994 (OR Book 3392/Pages 4705-4707)
August 17, 1994 (OR Book 3420/ Pages 3855-3856)
January 9, 1995 (OR Book 3449/Pages 2411-2413)
January 14, 2002 (OR Book 4511/Pages 3684-3687)
September 2, 2003 (OR Book 5037/Pages 3967-3969)
December 9, 2004 (OR Book 5565/Pages 6777-6778)
December 28, 2018 (OR Book 8337/Pages 2810-2813)
July 20, 2020 (OR Book 8802/Pages 589-600)
Please refer to the recorded documents for official documentation.

THIS DECLARATION made this 23rd day of November 1993, by SHERIDAN WOODS DEVELOPMENT CORP., a Florida General Partnership (the "Developer").

R E C I T A L S:

A. The purpose of this Declaration is to subject all of Sheridan Woods subdivision to the Covenants and Restrictions contained in this document. This document is sometimes referred to as the "Covenants." Sheridan Woods subdivision is recorded in Plat Book 40, Page 2, Public Records of Brevard County, Florida (the "Plat"), which property is hereby subject to the Covenants. Nothing contained herein shall be deemed to require the Developer to develop any additional phases of Sheridan Woods subdivision.

B. Developer declares that lots within Sheridan Woods shall be conveyed and occupied subject to all matters set forth in this document. These covenants shall run with the land and shall be binding upon the Developer and all parties acquiring any interest in Sheridan Woods after the recording of these Covenants in the public records.

ARTICLE I

Mutual Benefits and Obligations

The Covenants contained in this document are for the purpose of protecting the value and desirability of Sheridan Woods subdivision and made for the mutual benefit of each and every owner of a lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot, it's owner, and the Association. Each owner, his or her

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family, friends, guests and invitees shall comply with the provisions of these Covenants while present within this subdivision.

ARTICLE II Definitions

Section 2.1: Sheridan Woods or Sheridan Woods Subdivision. These terms shall mean all the property known as Sheridan Woods as depicted on the recorded Plat.

Section 2.2: Board of Directors. The Board of Directors of Sheridan Woods Community Association, Inc., a Florida not-for-profit Corporation.

Section 2.3: Lot. Each platted Lot in the subdivision, regardless of whether a dwelling has been constructed on such Lot.

Section 2.4: Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.5: Common Property. Tracts A, B, C, D, F, and all roadways depicted on the Plat are Common Property, which together with all sidewalks, are intended for the common use and benefit of all Owners of a Lot of Sheridan Woods Subdivision, subject, however, to the easements herein granted and depicted on the Plat.

Section 2.6: Assessments. Annual and special Assessments by the Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.7: Association. Sheridan Woods Community Association, Inc., a Florida not-for-profit corporation.

Section 2.8: Architectural Review Committee. The Committee of the Sheridan Woods Community Association, Inc. charged with the duties set forth in Article VII of these Covenants.

Section 2.9: Developer. Sheridan Woods Development Corp., a Florida corporation.

Section 2.10: Surface Water or Stormwater Management System. This term shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

Section 2.11: Commercial Vehicle. A car, truck, motorcycle, trailer, minivan, SUV, van or other form of motorized transportation containing business logos, advertisement, names, trademarks or other

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symbols or containing or having located on or in such commercial vehicle equipment used for or in furtherance of commercial or business activities.

ARTICLE III
Subdivision Assessments

Section 3.1: General Purpose. The Association is organized for the purpose of owning and maintaining the Common Property including drainage and retention areas, landscaping and lighting situate thereon; providing for enforcement of the Covenants, and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto. All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association or as deemed necessary by Developer prior to turnover. In order to pay for these services, the Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot, provided however, that the Developer shall not be responsible for any assessments on units owned by the Developer.

Section 3.2: Creation of Lien for Assessments. All Lots owned by Owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of the Lot to an Owner other than the Developer. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3: Assessments. The Association shall fix the amount of the assessment. The assessments shall be payable in one annual installment on January 1st of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. All assessments shall be uniform.

Section 3.4: Date of Commencement of Assessments. The assessment for each Lot shall begin upon conveyance of the Lot to a Class A Member. The first assessment for each Lot shall include a two month reserve assessment in addition to the balance due of the fiscal year of the Association. The first assessment shall be due and payable in advance at the place established by the Association at the time of such conveyance.

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Section 3.5: Special Assessments. The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund that may be established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners.

Section 3.6: Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by non-use of common property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

Section 3.7: Subordination of Lien to Mortgages: The lien of any assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

Section 3.8: Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace common property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these covenants.

Section 3.9: Maximum Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$275.00 per Lot for Class "A" members and \$-0- per Lot for the Class "B" member.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be

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increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

ARTICLE IV
Owner's Rights

Section 4.1: Right to Use Common Property: Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, to the easements herein granted. This right shall pass with title to the Lot owned by the Owner.

Section 4.2: Utilities. Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat and as the same may be relocated from time to time, subject however to regulations and ordinances of the City of West Melbourne.

ARTICLE V
Rights and Duties of the Homeowners Association

Section 5.1: Enforcement Rights. The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these covenants, however long continuing, shall not be a waiver of the right to enforce these covenants at a later time.

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Section 5.2: Other Assessments. Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Association. If any of said sums are not paid when due, they shall be added to and become a part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3: Common Property Rights. The Association shall have the right:

(1) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;

(2) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.

(3) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.4: Common Property. The Association shall be vested with ownership of all Common Property. The Association shall own said premises for the purpose of providing ingress and egress from public roads to a Lot and for the purpose of preservation of existing vegetation, supplemental plantings, drainage, and retention. The Association has the right to impose reasonable rules and regulations concerning the use of Common Property and may use the common areas for ingress-egress, drainage and retention, and maintains the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide safe drainage and retention as well as to maintain reasonable standards of health, safety, welfare and appearance.

Section 5.5: Duty to Maintain Entrance Way. The Association shall have the duty to maintain the entrance way to the Subdivision and the related property. Said duty shall include the obligation to cut grass, trim shrubbery and otherwise keep said property in a safe and attractive condition and maintain reasonable standards of safety and appearance. This obligation shall include the maintenance of any and all structures erected on said Tract keeping any painted surfaces clean and attractive and keeping any and all irrigation systems and fixtures in a safe and working condition.

Section 5.6: Duty to Maintain Surface Water or Stormwater Management System. The Association shall have the duty to maintain, operate and

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repair the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater 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. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law and equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 5.7: Duty to Maintain and Operate Swales. Each Owner shall be responsible for the maintenance, operation, and repair of the swales on the Owner's property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating or otherwise obstructing the surface water flow in the swales is prohibited.

Section 5.8: Membership.

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting membership:

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

Class B. The Class B Member shall be the Developer. The Class "B" Member shall be entitled to three (3) votes for each Lot it owns. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the Developer ceases to own at least 24 lots in the Subdivision; or

(b) on December 31, 2003.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under this section.

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Section 5.9: Attorney's Fees. The Association shall be entitled to recover reasonable attorney's fees and costs for the enforcement of any of its rights herein.

ARTICLE VI
Rights Reserved by Developer

Section 6.1: Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2: Easements for utilities. The Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3: Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 6.4: Maintenance Easement. The Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5: Developer Rights Regarding Temporary Structures. Etc. Developer reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Developer and to erect and maintain or to permit commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these covenants shall be construed to restrict the foregoing rights of the Developer.

Section 6.6: Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements

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and rights-of-way on any Lot in the subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

Section 6.7: Release of Restrictions. Easements. If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Property, or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision. This subpart does not effect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions.

ARTICLE VII

Use Restrictions and Architectural Control

Section 7.1: Construction Restrictions. Construction restrictions for Sheridan Woods Lots are imposed as follows:

(a) A minimum of twenty-five (25) feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of seven and one-half feet (7 1/2) shall be maintained between the side walls of all structures and the side lot line; provided however for corner lots the setback between the building structure and the side lot line shall be twenty-five (25) feet. A minimum of twenty-five (25) feet set back shall be maintained between the rear wall of all structures and the rear lot line.

(b) The minimum floor area for a dwelling shall be 1,500 square feet. All structures with more than one story shall have a minimum floor area of 800 square feet on the ground floor.

"Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

(c) All utilities whatsoever shall be installed underground.

(d) The roof pitch of each residence shall be a minimum 5/12.

(e) Roof shingles shall be one of the following:

(i) Shingle: Roof shingles shall be fiberglass dimensional grade shingles with a minimum weight of 230 lbs.

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- (ii) Metal: Interlocking Metal Shingles
(<http://interlockroofing.com>) that mimic the look of fiberglass dimensional grade shingles (as described in subsection (i) above), or
- (iii) Glass: Glass [solar/photovoltaic (PV) cells]: Street facing panels must mimic the look of integrated fiberglass dimensional shingles (e.g., www.tesla.com/solarroof) and must cover the entire street facing surface.

The Board of Directors may adopt rules, regulations and policies, from time to time, to implement the provisions of this subsection.

(f) All landscaping on individual lots shall meet minimum City of West Melbourne standards and requirements. All lots must be fully irrigated and sodded with floratam. Lakefront lots shall be sodded to the high water mark.

Section 7.2: Maintenance of Residences and Lots.

(a) All Lots, residences and improvements on the Lots shall be maintained by the Owner, in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.

(b) In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 7.3: Miscellaneous Use Restrictions.

(a) Fences shall not be erected on lots that border retention areas by anyone other than Developer. Fences may be erected to the rear of the front building line and along and adjacent to the side lot lines. All fences shall be made of wood; be of six (6) feet in height; and shall be installed with the smooth side out. All fence posts shall be installed facing the interior portion of the Lot. Any Lot Owner whose Lot abuts a retention area or conservation area has the right, at said Owner's sole expense and liability, to install an access gate to the retention or conservation area on any fence that may have been erected by the Developer which borders the Owner's Lot and the retention or conservation areas. No chain link fences shall be constructed on any Lot. All fences and hedge lines must be approved by the Association prior to construction. The Association may require that the composition and color of any fence be consistent with fences around surrounding residences.

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(b) All Lots in the subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including storage buildings, are not allowed on lots that border retention areas. With regard to perimeter lots, detached auxiliary buildings and/or storage buildings are permitted to the rear of the back building line, must be in a fenced lot, and must be no taller than the shortest fence on the lot. (Note: W. Melbourne building permits and annual ARC inspections are required.). Nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided without the prior written consent of the Association which consent shall be recorded in the public records of Brevard County, Florida in order to be effective.

(c) Garbage shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed, stored or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except the evening before, or the day of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(d) No animals, except household pets, shall be kept on any Lot. Pets shall be kept only in the residence or within a fenced courtyard area. Residents shall not breed such animals as a hobby or for profit. Owners will be required to clean up after any pet that relieves itself in any area other than their own yard.

(e) No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

(f) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. All propane tanks shall be buried underground.

(g) Signs. All signs, billboards and advertising structures of any kind are prohibited, with the following four (4) exceptions. Signs provided by any person or entity other than an Owner, who is constructing any improvement upon a lot are permitted during construction periods, not to exceed a period of one (1) year beginning with the earlier of the date of recording of a Notice of Commencement or issuance of a building permit. "House for Sale" or signs for the marketing and sale of a home including signs of realtors or real estate sales companies are permitted, with the following restrictions: the sign post must not exceed 6 feet high above the ground level, and sign size (excluding post) cannot exceed 24 inches high by 24 inches wide. Security alarm system signs are permitted, with the following restrictions: sign post height cannot exceed 2 feet above the ground level, and sign size (excluding post) cannot exceed 12 inches high by 12 inches wide. The Association may erect a temporary or permanent sign or structure near the gate for posting of announcements.

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(h) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

(j) Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

(k) Except as otherwise limited or prohibited herein, all vehicles, including without limitation, cars, automobiles, trailers, trucks, vans, SUV's, motorcycles, minivans or other forms of motorized transportation must be parked only in the driveway or the garage and shall not be parked on any lawn, yard, sidewalk, Common Area or Common Property, or in other area not intended for vehicular use. Except as otherwise limited or prohibited herein, vehicles may only be parked in or on the public streets, roads, right of ways, or thoroughfares on a temporary basis, and shall not be parked in or on public streets, roads, right of ways, or thoroughfares overnight. Repair of vehicles shall only occur within a garage or behind an approved privacy fence. Boats, trailers, commercial vehicles, and recreational vehicles ("RV's ") shall only be parked in garages, or on either side of the residence or home in a fenced yard, provided that an approved privacy fence is erected around the boat, trailer, commercial vehicle, or RV, and the boat, trailer, commercial vehicle, or RV, does not extend beyond the front of the home or residence, is not visible from the street or adjacent lot, and if kept or parked in a garage, does not extend outside of the garage. Except as otherwise limited or prohibited herein, boats, motor homes, RV's or trailers may be parked in homeowner's driveway for loading and unloading only, and in no event for a period of time exceeding twenty-four (24) hours. Motor homes shall only be parked inside garages and must not extend outside of the garage. Should a violation of this section have been found to have occurred by the Board more than twice the owner shall be classified as an "Habitual Offender". Habitual offenders shall have their vehicles towed at the owner-of-vehicle's expense, after no less than 15 days' notice to cure and notice of the intent to tow such vehicle is provided in writing to the owner via regular mail.

(l) No antennas of any kind, including radio and television antennas, shall be permitted upon any Lot, except for satellite television dish

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antennas. The diameter of any satellite dish antenna must not exceed three feet, and the location of a satellite dish antenna must be approved by the Association but in no event shall such an antenna be mounted on the front of a home or house.

(m) Above-ground swimming pools will not be permitted.

(n) Clotheslines will not be permitted to be visible outside of the Lot. Nothing herein contained shall be construed to conflict with Florida statute 163.04.

(o) No basketball backboards or goals shall be attached to the dwelling or the garage of a residence on the front or side elevation.

(p) No solar panels shall be permitted on any portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or in a backyard.

(q) Windows, Awnings and Shutters: All exterior awnings, shutters, window coverings, hurricane storm shutters or other window coverings affixed or to be affixed to the exterior of a home or residence must be approved by the Architectural Review Committee prior to installation. In no event shall any Owner or renter place foil, paper, linens, or mirrored window tinting in any window. All approved hurricane or storm shutters or other protective window coverings must not be left in place or installed on any home where a person or persons are living, unless there is a threat of a hurricane or severe weather as issued by the National Weather Service (NWS).

Section 7.4: Plan Review. The Architectural Review Committee shall review all construction plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant applying to such Lot. The fee for processing the Plan shall be One Hundred Dollars (\$100.00) and will be paid when the plan is submitted to the Architectural Review Committee.

Section 7.5: Duties of the Architectural Review Committee. The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

(a) Plot Plan: An accurately drawn and dimensioned plot plan in 1" = 10' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.

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(b) Floor Plan(s): Drawn to scale of 1/4" per foot.

(c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.

(d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the Architectural Review Committee.

(e) Landscaping plans in 1" = 10' scale indicating existing trees, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees.

Section 7.6: Architectural Review Committee Membership. The Architectural Review Committee shall be comprised of three (3) regular members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The Alternate members shall fill any vacancies that might occur.

Section 7.7: Selection.

(a) Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review Committee member shall be elected by a majority vote by the Association. Elections shall be held annually during the annual membership meeting.

(b) The Developer has the right to select the membership of the Architectural Review Committee at his total discretion until the last Lot is sold. After the last Lot is sold, the Architectural Review Committee shall be elected as set out above in subpart (a) of this section.

(c) The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder and to waive the ARC fee. This approval may include colors, materials and landscaping options offered to the public. This approval shall in no way imply that the builder may ignore or violate the restrictions and covenants set forth.

Section 7.8: Plan of Development. It is the plan of the Developer to develop Sheridan Woods into a community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the Declaration.

ARTICLE VIII
Utility Provisions

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Section 8.1: Water System. The central water supply system provided by the city of West Melbourne for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established with the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot other than for irrigation purposes only.

Section 8.2: Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by such contractor as may be selected by any governmental authority. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 8.3: Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Brevard County.

ARTICLE IX
Easements

Section 9.1: Establishment of Easements. All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of Sheridan Woods;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By this Declaration or by a separate instrument, to be subsequently recorded by the Developer; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article.

Section 9.2: Easement for utilities. An easement is hereby granted to City of West Melbourne for the installation, maintenance, and operation of water, sewer, drainage and other utilizes which shall include the right of access, installation, maintenance and operation of said utilities.

Section 9.3: Easement over Lots. The easement described herein is specifically depicted on the Plat. For so long as Developer is the Owner of any Lot, the Developer hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Developer for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Developer shall have and does hereby retain and reserve the right to release the Lot from the

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encumbrance of the easement; provided, however, that Developer shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 9.4: Easement Restrictions. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

Section 9.5: Construction of Easement Provisions. Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

Section 9.6: Public Service. Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Common Property for the purpose of performing their appropriate and lawful functions.

ARTICLE X
General Provisions

Section 10.1: Duration and Amendment. These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the President and Secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon an affirmative vote of two-thirds (2/3) of the Owners, provided however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything in these covenants to the contrary, the provisions of these covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time while the Developer owns a lot, without the consent in writing of the Developer.

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Any amendment to these Covenants which alters the Surface Water or Stormwater Management System, other than for matters relating to maintenance of the Surface Water or Stormwater Management System as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of St. Johns River Water Management District.

Section 10.2: Notices. Any notice required to be sent to any person pursuant to any provisions of these covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 10.3: Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these covenants is prohibited or held invalid, the prohibition or invalidity shall not effect any other provision which can be given effect. To this end, the provisions of these covenants are declared to be severable.

Section 10.4: Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5: Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Subdivision Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

Section 10.6: Rights of the Developer to Modify. The Developer retains the right to change, alter or modify these restrictions in any manner, at any time prior to the sale of the last lot in the subdivision; provided however, so long as there shall be a Class B Member (the Developer), the Developer shall obtain the prior written consent of the Federal Housing Administration and/or the Veterans Administration with regard to the annexation of any additional property to the subdivision or the dedication of the Common Property if the Subdivision is expanded beyond 96 Lots which is the buildout of Sheridan Woods Subdivision, inclusive of all phases. Further, the Developer reserves the right to subject additional property to be described as subsequent phases of Sheridan Woods Subdivision to this Declaration. The owners of any lot in the Subdivision, inclusive of all phases, shall enjoy the rights and privileges and be subject to the restrictions and obligations herein

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imposed; provided however, nothing herein shall be deemed to require the Developer to develop additional phases of the Subdivision.

ARTICLE XI
Miscellaneous

Section 11.1: Leases. Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Lots and all tenants shall be required to obey the provisions of this section 11.1:

- a. The Board of Directors has determined that the renting of Lots in Sheridan Woods has the potential of reducing the value of Lots in the community; will increase the frequency of violations of the governing documents by the occupants of the rental units, will interfere with the peace and serenity of the community by increasing traffic, reducing the ecstastic appearance of units, interfering with the quiet enjoyment of homeowners in the community and will otherwise be detrimental to the health safety and welfare of the community. It is declared that the total number of Lots allowed at any given time in Sheridan Woods to be rented shall not exceed ten (10) Lots or parts of Lots in the community. The Board reserves the right to grant permission to a unit owner to rent their unit even though the allowing of such rental will exceed the maximum allowance permitted for total rentals. Each request to allow such a rental in excess of the maximum allowance permitted for total rentals will be handled on a case by case basis. When considering such a request the Board shall determine if the unit owner is current in all assessments to the Association and current on other financial obligations relating to the unit.

- b. No Lot or part of a Lot shall be leased or rented, with or without consideration, for any period without the express written consent of the Association. Prior ta any occupancy the owner of the property shall submit an Application for Rental on a form provided by the Association and a fully executed Rental and Screening Policy Form as provided by the Association. No rental will be considered unless the completed Application for Rental and Rental and Screening Policy are received by the Association. Such applications are reviewed on a first come first served basis. Incomplete submittals win not be given priority. Upon approval all prospective tenants and the owners shall execute a written lease as provided by the Association. This is the only approved Lease for occupancy in the Subdivision. For purposes of this section the term "consideration" includes, but is not limited to, any form of remuneration including monetary; in-kind services; responsibility for repairs, maintenance, and replacement of any property in or on a lot or residence; payment of utilities; or any other form of remuneration or compensation to the owner of the property or owner's legally appointed

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representative. A copy of the fully executed lease shall be given to the Association.

- c. Any leases existing as of the effective date of this amendment shall be allowed to remain for the duration of the existing lease period (Initial Lease Period). At the expiration of the Initial Lease Period renewal leases must be offered and shall be governed by the provisions of this section 11.1. Any rental which has been approved pursuant to this section shall expire in accordance with subsection c. below. All Renewals are reviewed on a first come first served basis. No renewal is guaranteed. Any renewal shall be first approved by the Board of Directors of Sheridan Woods. Any requested renewal shall be submitted at least 60 days in advance to the expiration of the lease to the Board of Directors of Sheridan Woods. All renewals are subject to review in accordance with Declaration of Covenants and Restrictions for Sheridan Woods and Rules of Sheridan Woods. The Board of Directors shall notify the landlord and tenant at least 30 days prior to the expiration of the lease of its intent to renew or decline renewal. Grounds for denial include, but are not limited to, any violations of the Declaration of Covenants or any Rules or Policies of Sheridan Woods, any matter which arises after the approval of the tenant application which would be grounds to deny a rental application originally submitted (See Rental and Screen Policy).
- d. Subletting of Lots or parts of Lots is prohibited.
- e. No Lot or part of a Lot shall be leased for a period or term of less than six (6) consecutive months or more than twelve (12) consecutive months. No Lot may be leased more than one time in any twelve (12) consecutive month period. No Lot or part thereof may be leased or rented until the current owner has owned the property for at least 365 consecutive days.
- f. All occupants, tenants or lessees of a Lot and the owner or owners of such Lot are responsible to comply with, follow and obey the Governing Documents and Rules of the Association. Any violation of the governing documents and/or rules of the Association by an occupant, tenant or lessee shall be grounds for eviction by the Association pursuant to chapter 83, Florida Statutes. The remedy of eviction provided for herein is not exclusive and the Association may pursue any other remedies provided for in the Declaration of Covenants and Restriction. In the event that the Association pursues any remedy against an occupant, tenant or lessees of a Lot the Owner shall be responsible to reimburse the Association any attorney fees and court costs incurred by the Association pursuing such remedy.

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The effective date of this Amendment shall be the date on which this Amendment to the Declaration of Covenants and Restriction for Sheridan Woods is recorded in the Public Records of Brevard County, Florida.

The Board of Directors may adopt rules, regulations and policies, for time to time, to implement the provisions of this subsection.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

SHERIDAN WOODS DEVELOPMENT CORP.
a Florida corporation

/s/ Richard D. Smith
/s/ Mary R Stone

By: /s/ Coy A. Clark
COY A. CLARK, President

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STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 23rd day of November, 1993, before me personally appeared COY A. CLARK, President of SHERIDAN WOODS DEVELOPMENT CORP., a Florida corporation, to me personally known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.

/s/ Mary R. Stone
Notary Public

My Commission Expires:

OFFICIAL SEAL
July 28, 1996
Comm. No. CC 218425