

Return to:  
Ann Williams  
Sec/Crane Creek HOA  
905 Deer Run Dr  
Viera, FL 32940

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR  
CRANE CREEK SUBDIVISION, PHASES I & II**

WHEREAS, Rostan, inc., an Ohio corporation authorized to do business in Florida, (hereinafter referred to as the "Declarant") being the Developer of Crane Creek Subdivision, Units I & II, (hereinafter referred to as the "Subject Property") a subdivision in Brevard County Florida, adopted a Declaration of Covenants, conditions, Restrictions, Reservations, License and Easements (hereinafter referred to as the "Declaration") which Declaration will insure the orderly development, improvements and maintenance of the Subject Property, said Declaration being recorded in the Public Records of Brevard County on April 19, 1989 in Volume 2999 Pages 2011-2042.

WHEREAS, Declarant subsequently caused an amendment to the Declaration to be recorded in the Public Records of Brevard County on October 6, 1989 in Volume 3021 Page 3886 and a Second Amendment to the Declaration to be recorded in the Public Records of Brevard County on February 2, 1990 in Volume 3041 Page 3938 and a Third Amendment to the Declaration to be recorded in the Public Records of Brevard County on September 15, 1992 in Volume 3229 Pages 4474-4476.

WHEREAS, Declarant as holder of voting power of more than two-thirds (2/3) of the total voting power of the Association, desires to further amend said Declaration as previously adopted and amended.

NOW, THEREFORE, Declarant, pursuant to paragraph 10.8 of the Declaration as amended, hereby further amends the Declaration in the following respects:

1. Article I, Paragraph 1.4 is deleted in its entirety and the following is substituted in its place.

1.4 "Community" shall mean and refer to Viera, the overall mixed use development established by the Community Developer.

2. Article I, Paragraph 1.6 is deleted in its entirety and the following is substituted in its place.

1.6 "Community Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community recorded in Public Records of Brevard county in Official Records Volume 3022 Pages 1576-1611, and all amendments, modifications, and supplements thereto and as from time to time recorded in the Public Records of the county.

3. Article I, Paragraph 1.7 is deleted in its entirety and the following is substituted in its place.



CFN 97135563

08-07-97 01:21 pm

OR Book/Page: 3697 / 1044

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 4

#Names: 2

Trust: 2.50

Rec: 17.00

Serv 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

nt Tax: 0.00

1.7 "Community Developer" shall mean and refer to The Viera Company, formerly known as Duda Lands, Inc. and its successors and assigns as limited and defined in the Community Declaration.

4. Article I, Paragraph 1.9 shall be deleted in its entirety and the following is substituted in its place.

1.9 "Crane Creek" shall mean and refer to Crane Creek Subdivision, Units I & II, the single family residential community planned for and developed on the Subject Property as reflected on the Plat.

5. Article II, Paragraph 2.5 (c) is deleted in its entirety and the following is substituted in its place.

2.5 (c) Garage Doors: All garage doors shall be maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement, the unloading or removal of other items customarily kept or stored therein, or they may remain open up to a maximum of two (2) feet, for air circulation.

6. Article II, Paragraph 2.12 is deleted in its entirety and the following is substituted in its place.

2.12: Basketball Equipment: Prior to installation, all Basketball Hoops are to be approved by ARC. Basketball hoops are allowed on a free-standing pole in the driveway with the playing of basketball allowed during the daylight hours. No basketball hoops are to be attached to the dwelling or garage. All basketball equipment shall at all times be kept and maintained in a clean, attractive condition and shall not be allowed to fall into disrepair or become unsightly.

7. Article III, Paragraph 3.6 (d) is amended to include the following:

3.6 (d)(1) Satellite Dish Policy: Satellite Dishes or Antennas must be submitted for approval to the ARC prior to installation. The maximum diameter is 18". All wiring, hardware and the dish or antenna itself must be screened from view by landscaping or fencing, which must be maintained at all times, so that it is not visible from the front sidewalk or from any neighbors. Homeowner is aware that they could be held liable for damage or injury caused by the dish/antenna in the event of hurricanes or high winds.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 25 day of July, 1997.



CFN 97135563

OR Book/Page: 3697 / 1045

Signed, Sealed and Delivered  
in the Presence of:

Judy Richardville

Karen K. Ayers

ROSTAN, INC.  
an Ohio corporation,

Kathie L. Van Gunten (seal)  
Kathie L. Van Gunten, President  
(DECLARANT)

STATE OF OHIO  
COUNTY OF LUCAS

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation authorized to do business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 25<sup>th</sup> day of July, 1997.

KAREN K. AYERS  
Notary Public, State of Ohio  
My Commission Expires: Aug 29, 1998

Karen K. Ayers  
NOTARY PUBLIC

The Community Developer hereby approved this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Volume 2970, Page 0948 of the Brevard County Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the 31 day of July, 1997.

Signed, Sealed and Delivered  
in the Presence of:

Annmarie Williams  
Barbara Carolus

THE VIERA COMPANY  
f/k/a/ Duda Lands, Inc.

By: R. Mason Blake  
R. MASON BLAKE  
EX. V. P.



Proposed  
 Wilson Blake  
 Vice President  
 77 32940  
 32937  
 244593  
 92 SEP 15 PM 3:51  
 741 Palm Springs Blvd  
 Unit 10  
 32937

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS  
 FOR CRANE CREEK SUBDIVISION, PHASE I

WHEREAS, Roatan, Inc., an Ohio corporation authorized to do  
 business in Florida, (hereinafter referred to as the "Declarant")  
 being the Developer of Crane Creek Subdivision, Unit I,  
 (hereinafter referred to as the "Subject Property"), a subdivision  
 in Brevard County Florida, adopted a Declaration of Covenants,  
 Conditions, Restrictions, Reservations, License and Easements  
 (hereinafter referred to as the "Declaration") which Declaration  
 will insure the orderly development, improvement and maintenance  
 of the Subject Property, said Declaration being recorded in the  
 Public records of Brevard County on April 19, 1989 in Volume 2999  
 page 2011-2042.

WHEREAS, Declarant subsequently caused an amendment to the  
 Declaration to be recorded in the Public Records of Brevard County  
 on October 6, 1989 in Volume 3021 Page 3886 and a Second Amendment  
 to the Declaration to be recorded in the Public Records of Brevard  
 County on February 2, 1990 in Volume 3041 Page 3938.

WHEREAS, Declarant as holder of voting power of more than two-  
 thirds (2/3) of the total voting power of the Association, desires  
 to further amend said Declaration as previously adopted and  
 amended.

NOW, THEREFORE, Declarant, pursuant to paragraph 10.8 of the  
 Declaration as amended, hereby further amends the Declaration in  
 the following respects:

1. Paragraph 2.14 is deleted in its entirety and the  
 following is substituted in its place:

2.14 Pumping. Lots located in Block B and Block D, which  
 are contiguous to the lakes, are allowed to pump lake water  
 for their individual lot irrigation systems.

2. Paragraph 3.7(b) is deleted in its entirety and the  
 following is substituted in its place:

3.7 Fences, Walls and Hedges.

(b) Height Perimeter and Location. Fences, not in  
 excess of six (6') feet in height, may be installed  
 around the perimeter of a lot. Fences installed on all  
 corner lots may be constructed as far forward as the  
 front house line. Fences may be installed on lots next  
 to a corner lot even with the front house line on the  
 side contiguous with the corner lot and constructed 10  
 feet forward of the rear house line on the opposite side.  
 The fences may be constructed on all lots 10 feet forward  
 of the rear house line on the shortest side of the  
 structure and farther forward on the opposite side,  
 subject to the written approval of the ARC.

BX3225164474

07-27-1991  
 107-2  
 32937

3. Paragraph 3.13(a) is deleted in its entirety and the following is substituted in its place:

3.13 Tree and Dirt Removal, Landscaping.

(a) Trees and Shrubs Required. Landscaping of each Lot shall include, at a minimum, three (3) trees planted in the front yard. The trees shall be any combination of the following types: maple, oak, magnolia, elm, palm, and myrtles, and other trees of choice provided they are approved in writing by the ARC. As used herein the term "trees" shall mean and be defined as any tree eight (8) feet in height or greater in height.

4. Paragraph 3.16(a) is deleted in its entirety and the following is substituted in its place:

3.16 Setbacks.

(a) Building Location. All structures, placed on Lots, shall comply with Brevard County RU-111 zoning setbacks and requirements.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 6th day of August, 1992.

Signed, Sealed and Delivered  
in the Presence of:

Judith Richardson  
Pamela Hughes

STATE OF OHIO

COUNTY OF LUCAS

POSTAN, INC.  
an Ohio corporation

Kathie L. Van Gunten (Seal)  
Kathie L. Van Gunten, President  
(DECLARANT)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named POSTAN, Inc., an Ohio corporation authorized to do business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 6th day of August 1992.

Pamela Hughes  
Pamela Hughes, Notary Public  
PAMELA HUGHES  
Notary Public, State of Ohio  
My Commission Expires Sept. 10, 1994

BK322964475

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 31 day of July, 1997  
by R. MASON BLAKE, as Ex. Vice President THE VIERA COMPANY  
(f/k/a/ Duda Lands, Inc.), a Florida corporation, on behalf of the corporation. He is personally  
known to me and did not take an oath.

Annamarie Williams  
NOTARY PUBLIC

A:ann/Amend.cc



☒ PERSONALLY KNOWN BY ME  
☐ PRODUCED I.D. \_\_\_\_\_

CFN 97135563  
OR Book/Page: 3697 / 1047

The Community Developer hereby approved this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Vol. 2970, Page 0948 of the Brevard County Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the 9th day of September, 1992.

Signed, sealed and delivered Community Developer:  
in the presence of:

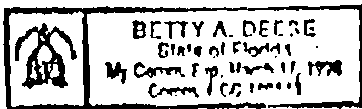
THE VIERA COMPANY  
(f/k/a Duda Lands, Inc.)

By John R. Maloy  
John R. Maloy, Vice President

Betty A. Deese  
Judy Miller

STATE OF FLORIDA )  
COUNTY OF BREVARD )

9th The foregoing instrument was acknowledged before me this day of September, 1992 by JOHN R. MALOY, Vice President of THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



(NOTARIAL SEAL)

Betty A. Deese  
Name: Betty A. Deese  
Notary Public, State of Florida  
My Commission No. Is:  
My Commission Expires:

BK322964476

The Community Developer hereby approved this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Vol. 2970, Page 0948 of the Brevard County Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the 9th day of September, 1992.

Signed, sealed and delivered Community Developer:  
in the presence of:

THE VIERA COMPANY  
(f/k/a Duda Lands, Inc.)

By John R. Maloy  
John R. Maloy, Vice President

Betty A. Deese  
Judy Deller

STATE OF FLORIDA

COUNTY OF BREVARD

9th The foregoing instrument was acknowledged before me this day of September, 1992 by JOHN R. MALOY, Vice President of THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



(NOTARIAL SEAL)

Betty A. Deese  
Name: Betty A. Deese  
Notary Public, State of Florida  
My Commission No. Is:  
My Commission Expires:

0X3229PG4476



**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS  
FOR CRANE CREEK SUBDIVISION, PHASE I**

WHEREAS, Rostan, Inc., an Ohio corporation authorized to do business in Florida, (hereinafter referred to as the "Declarant") being the Developer of Crane Creek Subdivision, Unit I, (hereinafter referred to as the "Subject Property"), a subdivision in Brevard County Florida, adopted a Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements (hereinafter referred to as the "Declaration") which Declaration will insure the orderly development, improvement and maintenance of the Subject Property, said Declaration being recorded in the Public records of Brevard County on April 19, 1989 in Volume 2999 page 2011-2042.

WHEREAS, Declarant subsequently caused an amendment to the Declaration to be recorded in the Public Records of Brevard County on October 6, 1989 in Volume 3021 Page 3886 and a Second Amendment to the Declaration to be recorded in the Public Records of Brevard County on February 2, 1990 in Volume 3041 Page 3938.

WHEREAS, Declarant as holder of voting power of more than two-thirds (2/3) of the total voting power of the Association, desires to further amend said Declaration as previously adopted and amended.

NOW, THEREFORE, Declarant, pursuant to paragraph 10.8 of the Declaration as amended, hereby further amends the Declaration in the following respects:

1. Paragraph 2.14 is deleted in its entirety and the following is substituted in its place:

2.14 Pumping. Lots located in Block B and Block D, which are contiguous to the lakes, are allowed to pump lake water for their individual lot irrigation systems.

2. Paragraph 3.7(b) is deleted in its entirety and the following is substituted in its place:

3.7 Fences, Walls and Hedges.

(b) Height Perimeter and Location. Fences, not in excess of six (6') feet in height, may be installed around the perimeter of a lot. Fences installed on all corner lots may be constructed as far forward as the front house line. Fences may be installed on lots next to a corner lot even with the front house line on the side contiguous with the corner lot and constructed 10 feet forward of the rear house line on the opposite side. The fences may be constructed on all lots 10 feet forward of the rear house line on the shortest side of the structure and farther forward on the opposite side, subject to the written approval of the ARC.

3. Paragraph 3.13(a) is deleted in its entirety and the following is substituted in its place:

3.13 Tree and Dirt Removal. Landscaping.

(a) Trees and Shrubs Required. Landscaping of each Lot shall include, at a minimum, three (3) trees planted in the front yard. The trees shall be any combination of the following types: maple, oak, magnolia, elm, palm, and myrtles, and other trees of choice provided they are approved in writing by the ARC. As used herein the term "trees" shall mean and be defined as any tree eight (8) feet in height or greater in height.

4. Paragraph 3.16(a) is deleted in its entirety and the following is substituted in its place:

3.16 Setbacks.

(a) Building Location. All structures, placed on Lots, shall comply with Brevard County RU-111 zoning setbacks and requirements.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 6th day of August, 1992.

Signed, Sealed and Delivered  
in the Presence of:

Judith Buchardville  
Pamela Hughes

ROSTAN, INC.  
an Ohio corporation.

Kathie L. Van Gunten (Seal)  
Kathie L. Van Gunten, President  
(DECLARANT)

STATE OF OHIO )  
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, Inc., an Ohio corporation authorized to do business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 6th day of August, 1992.

Pamela Hughes  
Pamela Hughes, Notary Public

PAMELA HUGHES  
Notary Public, State of Ohio  
My Commission Expires Sept. 10, 1992

The Community Developer hereby approved this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Vol. 2970, Page 0948 of the Brevard County Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the 9th day of September, 1992.

Signed, sealed and delivered Community Developer:  
in the presence of:

THE VIERA COMPANY  
(f/k/a Duda Lands, Inc.)

By John R. Maloy  
John R. Maloy, Vice President

Betty A. Deese  
Judy Miller

STATE OF FLORIDA     }  
                                     }  
COUNTY OF BREVARD    }

The foregoing instrument was acknowledged before me this 9th day of September, 1992 by JOHN R. MALOY, Vice President of THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



(NOTARIAL SEAL)

Betty A. Deese  
Name: Betty A. Deese  
Notary Public, State of Florida  
My Commission No. Is:  
My Commission Expires:

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS  
FOR CRANE CREEK SUBDIVISION, PHASE I**

WHEREAS, Rostan, Inc., an Ohio corporation authorized to do business in Florida, (hereinafter referred to as the "Declarant") being the Developer of Crane Creek Subdivision, Unit I, (hereinafter referred to as the "Subject Property"), a subdivision in Brevard County Florida, adopted a Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements (hereinafter referred to as the "Declaration") which Declaration will insure the orderly development, improvement and maintenance of the Subject Property, said Declaration being recorded in the Public records of Brevard County on April 19, 1989 in Volume 2999 page 2011-2042.

WHEREAS, Declarant subsequently caused an amendment to the Declaration to be recorded in the Public Records of Brevard County on \_\_\_\_\_ in Volume \_\_\_\_\_ Page \_\_\_\_\_.

WHEREAS, Declarant, being the owner of more than two-thirds (2/3) of the Lots in the Subject Property, desires to further amend said Declaration as previously adopted and amended.

NOW, THEREFORE, Declarant, pursuant to paragraph 10.8 of the Declaration as amended, hereby further amends the Declaration in the following respects:

1. Paragraph 6.1 is deleted in its entirety and the following is substituted in its place:

6.1 Conveyance. The Declarant by the recordation of the Plat of the Subject Property shall be deemed to have dedicated the Common Area as shown on such Plat and defined in Section 1.3 for the common health, safety, welfare and passive recreation of the residents of and visitors to Crane Creek. The conveyance to the Association of the Common Area shall be free of all liens. Such conveyance shall only be subject to those easements set forth and reserved herein. Provided, however, for as long as Declarant owns any Lot, Declarant retains an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all improvements to the Subject Property and the Common Area or any portion thereof; to show and sell Lots, including the unrestricted right to erect signs; and to use the Common Area for ingress and egress and for marketing and sales activities. The Declarant hereby covenants for itself, its successors and assigns that said Common Area shall be subject to and bound by the terms of the Declaration and Exhibits thereto, as amended or as the same may be hereafter amended. The use and enjoyment of the Common Area shall be subject to such rules and regulations relating thereto as are adopted or amended by the Association.

2. Paragraph 6.4(d) is deleted in its entirety and the following is substituted in place thereof:

(d) The right of the Association to require the owners to dedicate, transfer or mortgage 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 Owners, excluding Declarant. No such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the Class A Members qualified to vote has been recorded.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 16th day of November, 1989.

Signed, Sealed and Delivered  
in the Presence of:

ROSTAN, INC.  
an Ohio corporation

Pamela Hughes  
Judith Richmanville

By Kathie L. Van Gunten (Seal)  
Kathie L. Van Gunten, President  
(DECLARANT)

STATE OF OHIO )  
                  )  
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, Inc., an Ohio corporation authorized to do business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of November, 1989.

PAMELA HUGHES  
Notary Public, State of Ohio  
My Commission Expires Sept. 10, 1992

Pamela Hughes  
Notary Public

The Community Developer hereby approves this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Vol. 2970 Page 0948 of the Brevard County Public Records.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the \_\_\_\_\_ day of November, 1989.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the \_\_\_\_\_ day of November, 1989.

Signed, Sealed and Delivered  
in the Presence of:

Community Developer  
DUDA LANDS, INC.

By \_\_\_\_\_

\_\_\_\_\_  
STATE OF FLORIDA     )  
                              )  
COUNTY OF            )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 1989, by \_\_\_\_\_, as \_\_\_\_\_ of Duda Lands, Inc., a Florida corporation, on behalf of the Corporation.

\_\_\_\_\_  
Notary Public

WARRANTY DEED  
FROM CORPORATION TO CORPORATION

THIS WARRANTY DEED Made and executed the            day of            A.D. 1989 by  
ROSTAN, INC.

a corporation existing under the laws of Ohio, and having its principal place of business at 2727 N. Holland-Sylvania Rd., Suite H, Toledo, Ohio 43615, hereinafter called the grantor, to Crane Creek Subdivision Unit I Homeowners' Association, a not for profit corporation existing under the laws of the State of Florida, with its permanent post office address at 411 Palm Springs Boulevard, Indian Harbor Beach, Florida 32937 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Brevard County, Florida, vis:

Tract D and Tract E, CRANE CREEK UNIT ONE, and the two Pedestrian Access Easements, the Landscape, Signage and Fence Easements, all as designated on the Plat thereof, as recorded in Plat Book 35, Page 98, Public Records of Brevard County, Florida.

SUBJECT TO the taxes for the year 1989 and all subsequent years.  
SUBJECT TO restrictions, easements and covenants of record.  
SUBJECT TO all applicable zoning rules and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(CORPORATE SEAL)      IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Louise S. Levison  
Louise S. Levison, Secretary

ROSTAN, INC.

Signed, sealed and delivered in the presence of:

BY Kathie L. Van Gunten  
Kathie L. Van Gunten, President

Pamela Hughes  
Witness.  
Judith Richardville  
Witness

STATE OF OHIO  
COUNTY OF LUCAS

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KATHIE L. VAN GUNTEN well known to me to be the President of the corporation named as grantor in the foregoing deed, and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 16th day of November, A.D. 1989.

This instrument prepared by:  
Kathie L. Van Gunten, Esq.  
2727 N. Holland-Sylvania, Suite H  
Toledo, OH 43615

Pamela Hughes  
Notary Public  
My Commission Expires:

PAMELA HUGHES  
Notary Public, State of Ohio  
My Commission Expires Sept. 10, 1992

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS  
FOR CRANE CREEK SUBDIVISION, PHASE I

WHEREAS, Rostan, Inc., an Ohio corporation authorized to do business in Florida, (hereinafter referred to as the "Declarant") being the Developer of Crane Creek Subdivision, Phase I, (hereinafter referred to as the "Subject Property" which is more particularly described in Exhibit A attached hereto and made a part hereof) a subdivision in Brevard County Florida, adopted a Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements (hereinafter referred to as the "Declaration") to insure the orderly development, improvement and maintenance of the Subject Property, said Declaration being recorded in the Public Records of Brevard County on April 19, 1989, in Volume 2999 Page 2011-2042.

WHEREAS, Declarant, the Owner of all of the Lots in Crane Creek Subdivision, Phase I, pursuant to paragraph 10.8, desires to amend the Declaration.

NOW, THEREFORE, the undersigned being the Declarant and the Owner of all the Lots in Crane Creek Subdivision, Phase I, hereby amends the Declaration in the following respects:

1. Paragraph 5.4(b) is deleted in its entirety and the following is substituted in its place:

(b) Class B: The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. 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 total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on December 30, 2010; provided, however, that the Class B membership shall be reinstated upon annexation to the Subject Property of any additional residential property and/or Common Area located adjacent to the Subject Property, but subject to further cessation in accordance with the limitations set forth in Section 5.4(b).

2. Paragraphs 10.8 (a) and (b) are deleted in their entirety the following is substituted in place thereof:

(a) Amendment by Declarant. Subject to the provisions of Section 10.8(d) of this Declaration, until the Class B membership has terminated as provided in paragraph 5.4(b), this Declaration may be changed, amended or modified by Declarant with the affirmative written consent or the vote of not less than two-thirds (2/3) of the total voting power of the Members of the Association.

PREPARED BY:  
KATHIE L. VAN GUNTEN, ESQ.  
2727 N. Holland-Sylvania Rd. #H

RETURN TO:  
JERRY H. TRACHTMAN, ESQ.  
1990 W. New Haven Ave. #201

RECORDED  
BREVARD CO., FL.

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REC FEE \$ 0.50  
DOC ST. \$ 0.50  
INT TAX \$ 0.00  
SER. CHG. \$ 0.00  
REFUND \$ 0.00  
Clerk Circuit Court  
Brevard Co., Florida



(b) Amendment by Association. Subject to the provisions of Section 10.8(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than two-thirds (2/3) of the total voting power of the members of the Association; provided, however, that until the Class B membership has terminated as provided in paragraph 5.4(b), no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent.

3. Paragraph 5.6 is deleted in its entirety.

4. The following sentence shall be added at the end of the first paragraph of 5.8.

A Certificate of Insurance shall be delivered to Declarant upon each renewal of insurance as required under this Section 5.8.

5. In paragraph 5.8(b) the words "sixty (60)" shall be deleted and the words "thirty (30)" shall be substituted in its place.

6. Paragraph 10.9 is deleted in its entirety and the following is substituted in its place:

10.9 Annexation. Additional contiguous land now owned by Declarant, described at Volume 2977, Page 1555-1558 of the Public Records of Brevard County and legally described in Exhibit B attached hereto and made a part hereof, may be annexed by Declarant or its successors or assigns without the consent of Owners within ten (10) years from the date of this Amendment, provided that the Federal Housing Authority and/or the Veterans Administration determine that the annexation is in accord with the general plan set forth in this Declaration as heretofore approved by them.

7. The following paragraph is added as paragraph 10.15:

10.15 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

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IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 14<sup>th</sup> day of September, 1989.

Signed, Sealed and Delivered  
in the Presence of:

Pamela Hughes  
Judith Richards

STATE OF OHIO )  
COUNTY OF LUCAS)

ROSTAN, INC.  
an Ohio corporation

By Kathie L. Van Gunten (SEAL)  
Kathie L. Van Gunten, President  
(DECLARANT)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation authorized to do business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free and act and deed of said corporation.

WITNESS my hand and official seal, this 14<sup>th</sup> day of September, 1989.

Pamela Hughes  
Notary Public, State of Ohio  
My Commission Expires Sept 10, 1991

The Community Developer hereby approves this Amendment as fulfillment of Declarant's obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions recorded at Vol. 2970 Page 0948 of the Brevard County Public Records.

IN WITNESS WHEREOF, the Community Developer has approved this Amendment as of the 27<sup>th</sup> day of September, 1989.

Signed, Sealed and Delivered  
in the Presence of:

Perry Reader  
Molly Harrison

STATE OF FLORIDA )  
COUNTY OF )

Community Developer  
DUDA LANDS, INC.

By Perry Reader Vice-President

This foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 1989, by Perry Reader, as Vice President of Duda Lands, Inc., a Florida corporation, on behalf of the Corporation.

Molly Harrison  
Notary Public

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EXHIBIT "A"

DESCRIPTION: CRAVE CREEK SUBDIVISION, PHASE I (TRUCK 12/10)

A parcel of land lying in Section 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 10 and run N.02°30'45"W. along the east line of the Southeast 1/4 of said Section 10 for a distance of 50.04 feet to the north right-of-way line of Wickham Road (100 foot right-of-way); thence run S.86°40'00"W. along said north right-of-way line, for a distance of 1,791.05 feet; thence run S.89°31'32"W. continuing along said north right-of-way line for a distance of 543.39 feet to the proposed west right-of-way line of Murrell Road (a 150 foot right-of-way); thence along said west right-of-way line the following courses and distances: N.00°28'20"W., for a distance of 200.00 feet to a point-of-curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.12°28'28"W., for a distance of 928.51 feet to a point-of-curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point-of-tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point-of-curvature of a circular curve to the left, having a radius of 2,041.03 feet; thence run northerly along the arc of said curve through a central angle of 33°31'56", for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run N.12°00'24"W., for a distance of 238.24 feet to the Point-of-Beginning of the parcel of land herein described; thence leaving said right-of-way, run S.67°59'36"W. perpendicular to last described course for a distance of 243.76 feet to the point-of-curvature of a 813.27 foot radius circular curve concave northerly; thence westerly, along the arc of said curve through a central angle of 23°09'46" a distance of 328.78 feet; thence S.06°59'46"W., a distance of 74.96 feet; thence run S.22°00'24"E. for a distance of 289.81 feet; thence S.75°27'05"W., for a distance of 1,563.42 feet to a point lying 110.00 feet east of the easterly right-of-way line of Interstate 95, as shown on Florida State Road Department Right-of-Way Map Section 70220-2408, Sheet 3 of 10, Project No. 1-95-3 (U) 177; thence N.14°32'55"W., parallel with and 110.00 feet east of by perpendicular measurement from said easterly right-of-way line, for a distance of 1,436.57 feet; thence N.75°27'05"E. perpendicular to said right-of-way line for a distance of 2,026.27 feet to a point lying on the west right-of-way of Murrell Road and on the arc of a circular curve concave to northeasterly, having a radius of 1,235.92 feet, whose center bears N.83°34'15"E.; thence southeasterly along the arc of said curve, through a central angle of 15°34'39", for an arc distance of 311.02 feet to a point-of-tangency of said curve; thence S.22°00'24"E., for a distance of 742.63 feet to the Point-of-Beginning.

LESS AND EXCEPT:

DESCRIPTION: TRACY A CRANE CREEK SUBDIVISION, PHASE I

A parcel of land lying in Section 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 10 and run N.02°30'45"W. along the east line of the Southeast 1/4 of said Section 10 for a distance of 50.04 feet to the North right-of-way line of Wickham Road (100 foot right-of-way); thence run S.86°40'00"W. along said North right-of-way line, for a distance of 1,791.05 feet; thence run S.89°31'32"W. continuing along said North right-of-way line for a distance of 543.39 feet to the proposed West right-of-way line of Murrell Road (a 150 foot right-of-way); thence along said West right-of-way line the following courses and distances: N.00°28'28"W., for a distance of 200.00 feet to a point-of-curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.12°28'28"W., for a distance of 928.51 feet to a point-of-curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point-of-tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point-of-curvature of a circular curve to the left, having a radius of 2,041.03 feet; thence run northerly along the arc of said curve

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EXHIBIT A (continued)

through a central angle of  $33^{\circ}31'56''$ , for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run —  $N.22^{\circ}00'24''W.$ , for a distance of 230.24 feet; thence departing said westerly right-of-way line  $S.67^{\circ}59'36''W.$ , a distance of 240.76 feet to the point-of-curvature of a 813.27 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of  $23^{\circ}09'46''$ , a distance of 320.78 feet; thence  $S.06^{\circ}59'46''W.$ , a distance of 74.96 feet to the Point-of-Beginning of this description to wit; thence  $S.22^{\circ}00'24''E.$ , a distance of 289.81 feet; thence  $S.75^{\circ}27'05''W.$ , a distance of 1,563.99 feet to a point 110.00 feet east of, by right angle measure, the easterly right-of-way line of Interstate 95, as shown on Florida State Road Department Right-of-Way Map, Section 70220-2400, Sheet 3 of 10, Project Number 1-95-3(8) 177; thence  $N.14^{\circ}33'28''W.$ , parallel with and 110.00 feet east of said easterly right-of-way line, a distance of 242.15 feet; thence  $N.60^{\circ}44'50''E.$ , a distance of 232.65 feet; thence  $N.37^{\circ}49'35''E.$ , a distance of 170.97 feet; thence  $N.52^{\circ}08'55''E.$ , a distance of 84.63 feet; thence  $N.75^{\circ}27'05''E.$ , a distance of 550.00 feet; thence  $N.77^{\circ}47'23''E.$ , a distance of 75.00 feet; thence  $S.05^{\circ}03'16''E.$ , a distance of 75.00 feet; thence  $S.83^{\circ}00'14''E.$ , a distance of 410.74 feet; thence  $N.06^{\circ}59'46''E.$ , a distance of 29.26 feet to the Point-of-Beginning.

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EXHIBIT B

DESCRIPTION: TRACT PALM CREEK SUBD., PHASE 2

A parcel of land lying in Sections 3 and 10, Township 28 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 10 and run N.00°58'45"W., along the east line of the Southeast 1/4 of said Section 10 for a distance of 50.04 feet to the North right-of-way line of Wickham Road (100 foot right-of-way); thence run S.88°40'00"W., along said North right-of-way line, for a distance of 1,791.05 feet; thence run S.89°31'32"W., continuing along said North right-of-way line for a distance of 543.39 feet to the proposed West right-of-way line of Murrell Road (a 100 foot right-of-way); thence along said West right-of-way line the following courses and distances: N.00°28'20"W., for a distance of 200.00 feet to a point-of-curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.12°28'28"W., for a distance of 920.51 feet to a point-of-curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point-of-tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point-of-curvature of a circular curve to the left, having a radius 3,041.00 feet; thence run northerly along the arc of said curve through a central angle of 33°31'36", for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run N.22°00'26"W., for a distance of 990.07 feet to the point-of-curvature of a 1,235.92 foot radius circular curve concave easterly; thence northerly, along the arc of said curve, through a central angle of 15°35'34", a distance of 336.35 feet to the Point-of-Beginning of this description to wit; thence departing said westerly right-of-way line S.75°25'56"W., a distance of 969.76 feet; thence N.14°32'55"W., a distance of 289.26 feet to the point-of-curvature of a 1,000.00 foot radius circular curve concave easterly; thence northerly, along the arc of said curve, through a central angle of 20°54'05", a distance of 364.00 feet to the point-of-reverse curvature of a 1,000.00 foot radius circular curve concave westerly; thence northerly, along the arc of said curve, through a central angle of 28°22'22", a distance of 495.20 feet; thence N.22°01'12"W., a distance of 233.09 feet; thence N.67°56'49"E., a distance of 1,109.77 feet to a point on the aforesaid westerly right-of-way line of Murrell Road; thence along said westerly right-of-way line for the next four (4) courses: S.22°00'00"E., a distance of 340.34 feet to the point-of-curvature of a 1,055.55 foot radius circular curve concave westerly; thence southerly, along the arc of said curve through a central angle of 27°00'36", a distance of 497.59 feet to the point-of-tangency; thence S.05°00'00"W., a distance of 468.53 feet to the point-of-curvature of a 1,235.92 foot radius circular curve concave easterly; thence southerly, along the arc of said curve through a central angle of 11°26'00", a distance of 246.21 feet to the Point-of-Beginning.

AND

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PLATE

DESCRIPTION: TRACT 2B (CRANE CREEK CUBD, PHASE 3)

A parcel of land lying in Sections 3, 6, and 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 30 and run N.00°58'45"W., along the east line of the Southeast 1/4 of said Section 30 for a distance of 50.04 feet to the North right-of-way line of Wickham Road (100 foot right-of-way); thence run S.86°40'00"W., along said North right-of-way line, for a distance of 1,791.65 feet; thence run S.89°31'32"W., continuing along said North right-of-way line for a distance of 563.39 feet to the proposed West right-of-way line of Morrell Road (a 150 foot right-of-way); thence along said West right-of-way line the following courses and distances: N.00°20'26"W., for a distance of 200.00 feet to a point-of-curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.1°02'28"W., for a distance of 928.51 feet to a point-of-curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point-of-tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point-of-curvature of a circular curve to the left, having a radius of 1,041.83 feet; thence run northerly along the arc of said curve through a central angle of 33°31'56", for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run N.22°00'24"W., for a distance of 980.87 feet to the point-of-curvature of a 1,235.92 foot radius circular curve concave easterly; thence northerly, along the arc of said curve, through a central angle of 15°35'34", a distance of 336.35 feet; thence departing said westerly right-of-way line S.75°25'56"W., a distance of 969.76 feet to the Point-of-Beginning of this description to wit; thence continue S.75°25'56"W., a distance of 1,057.35 feet to a point 110.00 feet east of, by right angle measure, the easterly right-of-way line of Interstate 95, as shown on Florida State Road Department Right-of-Way Map, Section 70220-2408, Sheet 3 of 10, Project Number 1-95-3(8) 177; thence N.14°33'28"W., parallel with and 110.00 feet east of said easterly right-of-way line, a distance of 1,291.15 feet; thence N.75°26'32"E., a distance of 1,119.55 feet; thence N.22°01'12"W., a distance of 67.98 feet; thence N.67°58'46"E., a distance of 49.00 feet; thence S.22°01'12"E., a distance of 233.09 feet to the point-of-curvature of a 1,000.00 foot radius circular curve concave westerly; thence southerly, along the arc of said curve, through a central angle of 28°22'22", a distance of 495.20 feet to the point-of-reverse curvature of a 1,000.00 foot radius circular curve concave easterly; thence southerly, along the arc of said curve, through a central angle of 20°54'05", a distance of 364.80 feet to the point-of-tangency; thence S.14°32'55"E., a distance of 269.26 feet to the Point-of-Beginning.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, LICENSE AND EASEMENTS  
FOR CRANE CREEK SUBDIVISION, UNIT I

This Declaration is made and executed this 19 day of April, 1989 by Rostan, Inc., an Ohio corporation authorized to do business in Florida, (the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the record owner of fee simple title to certain real property situate in Brevard County, Florida, which is more particularly described as Crane Creek Subdivision, Unit I, recorded in Plat Book 35, Page 98-99 Public Records of Brevard County, Florida (the "Subject Property"); and

WHEREAS, Declarant desires to adopt a general and uniform plan for the orderly development and improvement of the Subject Property and for the maintenance of the certain common area and easements as hereinafter defined to insure that the Subject Property is developed, improved, used, occupied, maintained and enjoyed as an architecturally, harmonious and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners; and

WHEREAS, the Subject Property is part of and subject to the restrictions, rules and regulations for the development, use and maintenance of Capron Trace, the overall mixed use development (the "Community") established by Duda as Lands, Inc., (the "Community Developer") pursuant to the Community Declaration recorded in the Public Records of Brevard County at Plat Book 4, Page 4.

NOW THEREFORE, Declarant hereby declares that all the Subject Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements and reservations which are for the purpose of protecting the value and desirability of, and which will run with, the Subject Property and be binding on all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE ONE

DEFINITIONS

For purposes of this Declaration, the following forms shall have the following definitions and meanings:

1.1 "ARC" shall mean and refer to the Architectural Review Committee appointed by Declarant pursuant to Article IV and having the responsibilities set forth therein.

1.2 "Association" shall mean and refer to Crane Creek Subdivision Unit I Homeowners Association, a corporation not for profit which Declarant shall cause to be formed and to which shall be delegated and assigned the power, authority, duty and obligation: (a) to enforce and administer the covenants, conditions, restrictions, reservations, license and easements governing Subject Property including without limitation the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes; (b) to collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement; (c) to maintain the Common Area, Landscape and Wall Easements, Pedestrian Access Easement and Retention Lakes including any recreational facilities thereon; and (d) to perform such other services as may be deemed desirable to benefit the owners all as hereinafter provided.

\* To be recorded.

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1.3 "Common Area" shall mean and refer to Tract D and Tract E, the landscape and wall easements and pedestrian access easements (including the improvements thereto) designated on the recorded Plat for the common use and enjoyment of the Owners and such other property or easements conveyed or dedicated to the Association pursuant to Section 6.2.

1.4 "Community" shall mean and refer to Capron Trace, the overall mixed use development established by the Community Developer.

1.5 "Community Association" shall mean and refer to the master association to be established by the Community Developer pursuant to the Community Declaration.

1.6 "Community Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Capron Trace recorded in the Public Records of Brevard County at Page # \_\_\_\_, Volume # \_\_\_\_, and all amendments, modifications, and supplements thereto and as from time to time recorded in the Public Records of the County.

1.7 "Community Developer" shall mean and refer to Duda Lands, Inc. and its successors and assigns as limited and defined in the Community Declaration.

1.8 "County" shall mean and refer to Brevard County, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.9 "Crane Creek" shall mean and refer to Crane Creek Subdivision, Unit I, the single family residential community planned for and developed on the Subject Property as reflected on the Plat.

1.10 "Declarant" shall mean and refer to Rostan, Inc., an Ohio corporation authorized to do business in Florida, and its successors and assigns by purchase of all or substantially all of the Subject Property and assumption of the obligations for the development as determined by Governmental Regulations and this Declaration of the Subject Property, or Declarant's successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets.

1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Easements, License and Reservations for Crane Creek Subdivision, Unit I, and all amendments, modifications and supplements thereto as are from time to time recorded among the Public Records of the County.

1.12 "Governmental Regulations" shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Subject Property or any improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.13 "Lake Lots" shall mean and refer to all of the Lots in Block B, excluding Lots 1, 9, 15 and 23, and all of the Lots in Block D, excluding Lots 1, 11 and 24.

1.14 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Subject Property with the exception of the Common Area and Tracts A and B and which numbered plot of land is intended to be a building site for a residence.

\* To be recorded.



1.15 "Maintenance Fund" shall mean and refer to a fund composed of the total revenues received by the Association from the Regular assessments, Special assessments, Individual assessments and Lake Lot assessments levied by the Association pursuant to Article VII hereof.

1.16 "Member" and/or "Members" shall mean and refer to all those Owners who are entitled to membership in the Association as provided in Article V hereof.

1.17 "Natural Area" shall mean and refer to Tracts A and B, as shown on the recorded Plat, which is owned by the Community Developer.

1.18 "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subject Property including the Declarant, its successors and assigns, and contract sellers, but excluding those having an interest in any such Lot, merely as security for the payment of a debt or the performance of an obligation.

1.19 "Plat" shall mean and refer to the plat of Crane Creek Subdivision, Unit I, as recorded in Plat Book 22-, pages 21- through 22-, inclusive, Public Records of the County.

1.20 "Person" shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.21 "Subject Property" shall mean and refer to all lands included within and comprising Crane Creek, as hereinabove described on Page 1 of this Declaration, on Exhibit "A", and also described and depicted on the Plat with the exception of Tracts A and B, and such additional lands adjacent and/or contiguous to the Subject Property nor or hereafter owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

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1.22 "Surface Water Management System" shall mean and refer to the land, easements, and areas designated on the Plat as Block B Retention Lake and Block D Retention Lake, and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of Crane Creek as reflected on the plans therefor on file with and approved by the County and the St. Johns River Water Management District.

## ARTICLE II

### REGULATION OF USES

2.1 Residential Use. The Lots shall be used only for residential purposes. No structure shall be erected or permitted to remain on any Lot other than one residential dwelling. No garage shall be used or converted to living quarters. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

2.2 Subdivision. No Lot shall be resubdivided, replatted or divided without the prior written consent of Declarant or the Association, as successor to the Declarant.

2.3 Offensive Activity. No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of the Subject Property, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood or Crane Creek.

2.4 Household Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than two (2) dogs, cats, or other usual

household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot.

2.5 Storage of Vehicles or Equipment and Garage Doors. No motor vehicle or nonmotorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Florida, and which do not exceed one-half (1/2) ton capacity are excepted herefrom provided that they shall not be parked overnight in the public right-of-way and they do not bear any commercial signage, insignias or the like.

(a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

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(b) Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section 2.6(f) shall be grounds for relief of any kind.

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(c) All garage doors shall be maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.

2.6 Maintenance. Each Lot and all improvements, including landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind. In the event the Owner fails to comply with this Section 2.6 then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects from the Lot, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of

the Owner of such Lot, which expense shall constitute an Individual Assessment as provided in Section 7.9 against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such Lot is issued in such a manner so as not to create a nuisance to other Lots.

2.7 Garbage and Garbage Containers, and Collection. No garbage, trash containers and their storage areas shall be visible from the street, any adjacent or neighboring property. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal location.

2.8 Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of the dwelling located on any Lot.

2.9 Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from any adjacent or neighboring property.

2.10 Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals of any type or kind shall be conducted on any Lot.

\*2.11 Laundry & Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on any Lot unless the same shall be placed in the rear yard inside of

walls, fences, landscaping screens or similar type enclosures and then only on portable laundry dryers. In no event shall any of the same be permitted if visible from any adjacent or neighboring property.

2.12 Basketball Equipment. No basketball hoops or backboards shall be located or attached to the dwelling or garage unless approved in writing by the ARC.

2.13 Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies and the like, shall be operated on any Lot without the prior written consent of the Association, and such consent, once given, may be revoked by the Association in the event that the operation of any such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system.

2.14 Pumping. The Owner of any Lot which includes or is adjacent to a pond, creek, drainage canal, retention area or other body of water shall not draw down such body of water by pumping or draining therefrom.

2.15 Signs. No sign of any kind shall be displayed to public view on any Lot except one (1) professionally prepared sign of not more than thirty-six inches (36") by twenty-four inches (24") placed on the street side of a Lot displaying the names or

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otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration improvement upon or the sale or leasing a Lot provided, however, such sign is first approved by the ARC. Notwithstanding the foregoing provisions of this section, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any Lot or part of the Subject Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of the Subject Property.

2.16 Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas or Common Area in accordance with the recorded Plat for Crane Creek as approved by the County and filed with the St. Johns River Water Management District (the "Established Drainage Plan"). Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade of the Established Drainage Plan for any Lot, or change the direction of, obstruct or retard the flow of surface water drainage. Provided, however, in the event the County or the St. Johns River Water Management District requires the modification of the Established Drainage Plan, the Owner of an affected Lot shall at the Owner's expense make adequate provisions to change the Established Drainage Plan over his Lot.

2.17 Declarant's Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owner's nor the Association's use of the Subject Property shall interfere with the completion of the contemplated improvements, and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Subject Property and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

### ARTICLE III

#### REGULATION OF IMPROVEMENTS

3.1 Generally. The erection, placement, construction and installation of all improvements on all Lots shall be subject to and governed by the following covenants, conditions, restrictions and reservations:

3.2 Plan Approval. No building, or structure or improvement shall be constructed, erected, placed, altered, maintained or permitted, or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications are approved as set forth in Article IV. The construction of any building, structures or improvements shall also be governed by the Community Declaration which requires that all such construction;

(i) be in accordance with certain planning and design criteria, and

(ii) be approved prior to the commencement of construction by the Community Residential Review Committee.

3.3 Construction. The construction of all residential dwellings and other improvements on all Lots must be performed by such builders, general contractors and subcontractors as are

licensed in the State of Florida and the County to engage in the business of residential building and construction.

3.4 Construction Time. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than one (1) year from the date of the commencement of such construction. However, the ARC shall have the power and authority to extend the period permitted for construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARC, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.

3.5 Grades. Declarant reserves the sole and exclusive right to establish grades and slopes in all Lots and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

3.6 Character of Homes.

(a) Minimum Square Footage and Height. No dwelling shall have a square foot of living area of less than twelve hundred ninety (1290) square feet, exclusive of screened areas, open porches, terraces, patios and garages, unless otherwise approved in writing by the ARC. No dwelling shall exceed two (2) stories in height.

(b) Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on any Lot. Each single family residential dwelling constructed and maintained on any Lot shall have an attached, enclosed garage which shall correspond in style, color and architecture to the main residence for not less than two (2) standard sized passenger automobiles. Garages for more than two (2) automobiles must be specifically approved by the ARC. All garage doors must be wood or steel. The garage doors are to have woodgrain and/or raised panel exterior finish. Fiberglass, aluminum, or steel (warehouse style) are not permitted. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the ARC.

(c) Roofs. The roofs of the main body of all buildings and other structures, including the principal residence and all boat houses, shall be pitched. No flat roofs shall be permitted without the approval of the ARC. The ARC may, in its discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofing material shall be a minimum of two hundred forty (240) pounds dimensional and the roofs may be constructed of either clay, tile, cement tile, slate, standing seam copper, cedar shake shingle, fiberglass, asbestos shingle or asphalt construction, or other materials approved by the ARC. All roof colors must be approved by the ARC.

(d) Roof Structures. No antennas, other aerial devices, wind generator appliances or other rooftop installation, projection or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the ARC and shall be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residence. It is expressly provided, however, that chimneys, rooftop attic ventilators and fans and solar collector panels which are designed and architecturally

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treated in an aesthetically acceptable manner may be permitted if approved by the ARC within its reasonable discretion.

(e) Screening of Equipment. All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a residential dwelling shall be suitably screened from the view of street and road rights-of-way and adjacent Lots. Absolutely no window or wall air conditioning units shall be permitted unless screened from adjacent property and approved in writing by the ARC.

(f) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be approved in writing by the ARC. Uncovered or exposed (whether painted or not) concrete or concrete block, imitation brick or simulated stone face shall not be permitted as the exterior finish of any building structure or wall except for decorative purposes and then only with written approval of the ARC. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on any Lot. The color of door window frames shall be in keeping with the scheme and architecture of the building, and approved in writing by the ARC. Mill finish aluminum door and window frames are prohibited.

(g) Driveways. All driveways, turnarounds and parking areas shall be paved or finished with a concrete, brick or other non-asphalt hard dust-free material approved in writing by the ARC. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the Lot on which such driveway is constructed. The driveway shall be graded in such a manner as to not impede the drainage within the right-of-way or Lot.

(h) Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon any Lot.

3.7 Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and the size, material, location and color are approved in writing by the ARC.

(a) Types. The following types of fences are permitted:

(i) "Split rail" and "log rail" fences are hereby granted approval by the Declarant. All wood fences shall remain unpainted to ensure a uniform weathering color. No other style of fence is approved for the following Lots: Lots 1 through 19, Block "A"; all lots in Block "B"; and all lots in Block "D".

(ii) "Stockade" and "shadow box" pattern with dog-eared-pickets of rough cypress or pine slats with pressure treated 4x4 poles and 2x4 spans, six feet in height to avoid appearance of broken elevations, is hereby granted approval. All wood fences shall remain unpainted to ensure a uniform weathering color. Provided, however, a "stockade" fence is not permitted on Lots 1 through 19 in Block "A"; or on any lots in Block "B"; and any lots in Block "D".

(iii) The erection of "chain link" or other metal type fences is specifically and permanently prohibited. However, non climbing mesh may be attached to log rail and split rail fences after written approval by ARC.

(b) Height, Perimeter and Location. Fences, not in excess of six (6') feet in height, may be installed around the perimeter of a Lot, provided that no fence may be constructed forward of the rear house line.

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(c) Landscape buffers. Landscape buffers may be required on the outside of any privacy fences and walls by the ARC in its sole discretion.

(d) Installation and Maintenance. All fences must be installed with the posts on the inside and must have landscape buffers, as may be required herein. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.

(e) Notwithstanding anything to the contrary, the Declarant and the Association, as successor of the Declarant, shall have the right to install and maintain walls and fences around the perimeter of the Subject Property on individual Lots with the wall and landscape easements as established and shown on the Plat for Crane Creek with such fences or walls to be maintained by the Association. Additionally, so long as Declarant or a builder designated by Declarant maintains any model homes within the Development, he shall have the right to fence the entire Lot or Lots being used as models without the review or approval of the ARC.

3.8 Swimming Pools and Screens. No swimming pool of the so-called "above-ground" type shall be erected on any Lot. Any below ground swimming pools installed must be fenced in accordance with these regulations as provided in Section 3.6(a)(iii).

3.9 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road rights-of-way or any adjacent Lot. All exterior lighting shall be approved by the ARC.

3.10 Mailboxes and other Delivery Boxes. The Declarant reserves the right to require that all street mailboxes shall be of one particular type or design specified by the Declarant so long as such designated type or design meets the rules and regulations of the United States Post Office Department. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries shall be inconspicuously attached to the main dwelling.

3.11 Sidewalk Installation. It shall be a requirement that sidewalks, as approved by the County, be installed and constructed as a part of each Lot. Each Lot Owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the Lot or at the time of construction of the residence dwelling, whichever time or event first occurs. If any violation of this section shall occur, then Declarant shall have the right, without notice to the Lot Owner, to cause said sidewalk to be constructed at the sole cost and expense of the Lot Owner and the expenses shall include construction costs plus twenty (20%) percent as and for contracting supervision and other related costs of Declarant.

3.12 Use of Front Yard. No portion of any lot nearer to any street than the building set-back line or lines shown upon the Plat shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed, upon written approval of the ARC, as preventing the use of such portion of said lots for walks, (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purposes of beautifying said Lot; but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

3.13 Tree and Dirt Removal, Landscaping. The digging or removal of any dirt from any Lot or other portion of the Subject Property, is prohibited except as necessary in conjunction with the

landscaping or construction of approved improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARC has approved in writing a general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot.

(a) Trees and Shrubs Required. The landscape of each Lot shall include, at a minimum, three (3) trees planted in the front yard. The trees shall be any combination of the following types: red maple, laurel oak, sweet magnolia, southern magnolia or drake elm. Thereafter no trees shall be removed from any Lot without the prior written consent of the ARC. As used herein the term "trees" shall mean and be defined as any tree eight (8) feet in height or greater in height.

(b) Sod. All Lots shall have entire sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by the ARC, except in approved landscape areas as submitted on the landscape plan.

(c) Wells. Deep wells shall be set back from the front of the property and placed within landscaped screens so as not to be visible from any adjacent or neighboring property.

(d) Owner's Expense. The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, within thirty (30) days of the time construction of a dwelling is completed, as evidenced by the issuance of a Certificate of Occupancy, the Owner has not installed landscaping, the Declarant may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an individual Assessment against the Lot.

(e) Artificial Vegetation. No artificial vegetation shall be permitted on the exterior of any building on any Lot.

3.14 Underground Utilities. All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the ARC; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and, provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly appropriately screened; (c) permanent outdoor safety light poles located and installed as approved by the ARC.

3.15 Cable Television System. The Declarant reserves the rights to require each single family residential dwelling constructed on any Lot shall be wired to receive and accept cable television service and shall have an individual cable television system compatible with and connected to the Crane Creek community antenna cable television system which has been or is to be installed throughout Crane Creek. The plans and specifications for each single family residential dwelling within Crane Creek which are submitted to the ARC for its review and approval shall include plans and specifications of such individual cable television system. Such individual cable television system must be compatible with the Crane Creek central cable television system, the installation of which system shall be subject to the limitations set forth in Section 9.2. The cost of the installation and maintenance of the individual cable television system for each single family residential dwelling on any Lot and the connection thereof to the Crane Creek central cable television system shall be borne by the Owner of each Lot. It is expressly provided, however, that notwithstanding any ARC approval of the plans and specifications therefor, neither the Declarant, the Association nor



the ARC shall have any responsibility or liability to anyone whomsoever or whatsoever, including, without limitation, any Owner, for any failure, deficiency or malfunction of any individual cable television system or the Crane Creek central cable television system.

### 3.16 Setbacks.

(a) Building Location. No structure shall be placed on any Lot closer than twenty-five (25) feet to the front lot line, nor closer than twenty (20) feet to the rear lot line, nor closer than seven and one-half (7-1/2) feet to one side lot line and ten (10) feet from the other side lot line, except where a side lot line faces a street, in which case no structure shall be placed closer than twenty-five (25) feet from a side street lot line.

(b) Swimming Pool Location. A swimming pool or its patio, deck and enclosure may be constructed to within five (5) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line. The Declarant or the ARC may approve in writing an alteration of the rear swimming pool set backs as long as such alterations do not conflict with Brevard County regulations or any other governmental regulations.

(c) Outbuildings and Accessory Structures. All outbuildings or accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling on any Lot, unless otherwise approved in writing by the ARC and a waiver is approved by the County.

(d) Driveways and Walkways. Unless a waiver is obtained from the County and is approved in writing by the ARC, the location of driveways and walkways shall conform to Governmental Regulations of the County.

3.17 Temporary Structures and Outbuildings. No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required by Section 3.6(b) hereof) barn or other outbuilding shall be maintained or used on any Lot any time for any purpose; provided, however

(a) That greenhouses, gardenhouses, playhouses, treehouses, tool sheds and bathhouses shall be permitted hereunder, provided plans for the same are approved in advance in writing by the ARC.

(b) That Declarant reserves, for itself, and any homebuilders within the Property, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

3.18 Damaged Buildings. Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC.

## ARTICLE IV

### ARCHITECTURAL CONTROL

4.1 The Architectural Review Committee ("ARC"). The ARC shall be the Declarant or its authorized representative or representatives until the last Lot in Crane Creek is sold by Declarant. Upon the sale of the last Lot by Declarant the ARC Committee shall consist of three (3) persons appointed by the Class A members of the Association. Provided, however, that the Declarant shall be reinstated as the ARC upon annexation to the Subject Property of any additional residential property located adjacent to the Subject Property and subject to further cessation in accordance with the limitations in this Section 4.1.

4.2 Purpose. The ARC shall regulate the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grading plan of the Lot including the grade elevation of said dwelling, the plot plan showing the proposed location of each dwelling upon said Lot, and the plan including the landscape plan and maintenance of said Lot and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

4.3 Submission of Plans and Specifications. No building or other structure of any character shall be erected or placed, or the erection or placing thereof commenced upon a Lot, nor shall any other improvement be made unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in two duplicate sets and shall be in such form and shall contain such information as may be required by the ARC. One (1) complete set of such plans and specifications shall be permanently lodged with the ARC.

4.4 Procedures. In the event the ARC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.

4.5 Transfer of Authority to the Association. The duties, rights, powers, and authority of the ARC may be assigned at any time, at the sole discretion of a majority of the members of the ARC, to the Board of the Association, and to the Board of Trustees of any similar association having jurisdiction over any portion of the Subject Property and from and after the date of such assignment and the acceptance thereof by the Board or boards, the Board or boards shall have full right, authority, and power and shall be obligated to perform the functions of the ARC as provided herein, including the right to designate a representative or representatives to act for it.

4.6 Community Residential Review Committee. Prior to construction, plans and specifications for all buildings, structures, or other improvements shall be reviewed and approved by the Community Residential Review Committee in accordance with criteria and procedures established under the Community Declaration and other related documents.

## ARTICLE V

### THE ASSOCIATION

5.1 Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Florida.

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5.2 Purpose. The purpose of the Association, in general, shall be to collect the annual maintenance assessments, annual lake lot assessments and special assessments, to administer the Maintenance Fund, to disburse funds for the purposes set forth in Section 7.2, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area and the Retention Lakes located within the boundaries of the Subject Property, and the Recreation Easement on the Natural Area, and to enforce these Declarations and such other purposes as are stated in the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, consistent with the provisions of this Declaration.

5.3 Membership. Every person who is an Owner of any 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. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

5.4 Voting Rights. In an election of Board Members of the Association and on all other matters submitted to a vote of the Members of the Association, there shall be two classes of voting memberships:

(a) Class A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot attributable to portions of the Subject Property owned or leased by such Members. When more than one person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such unit. Notwithstanding the foregoing, in the event a conflict arises between a Member who is the Owner of a Lot and a Member who has a leasehold interest in said Lot as to who will exercise the vote for the units associated with said Lot, the Owner shall be entitled to determine whether the Owner or his tenant shall have the right to exercise the vote, and the Owner's decision shall be conclusive.

(b) Class B: Class B Members shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and become converted to Class A membership when Declarant sells all Lots it owns, provided, however, that the Class B membership shall be reinstated upon annexation to the Subject Property of any additional residential property and/or Common Area located adjacent to the Subject Property, but subject to further cessation in accordance with the limitations set forth in Section 5.4(b).

(c) Builders Excluded. Notwithstanding the foregoing provision of this Section 5.4, a builder or building contractor who, in the normal course of his or its business, purchases and thereby becomes the record Owner of a Lot for the purposes of constructing thereon a residential dwelling and related improvements for resale to and occupancy by a third party, shall not thereby become a Member of the Association. Any Lot so owned and held by builder or building contractor shall, for the purposes of voting pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association be deemed to be owned by the Declarant.

5.5 Approval by Both Class A and Class B Members. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the passage of any vote of the membership shall require two-thirds (2/3) of the votes of both Class A and Class B membership.

5.6 Percentage of Board of Directors Elected by Each Class. Until such time as the Class B membership has terminated as provided in Section 5.4(b), the Class A Members shall be entitled

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to elect twenty percent (20%) of the total number of directors on the Board of Directors and the Class B Members shall be entitled to elect eighty percent (80%).

5.7 Approval by Members. Unless elsewhere otherwise specifically provided in this Declaration, or the Articles of Incorporation or By-Laws of the Association, any provision of this Declaration or the Articles of Incorporation and By-Laws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of two-thirds (2/3) or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association dealing with annual or special meetings of the members of the Association.

(b) Written consents signed by two-thirds (2/3) majority or other specified fraction or percentage of members.

5.8 Obligation for Maintenance of Liability Insurance. The Association shall obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Association from time to time determines, insuring the Association, each Director and each Owner against any liability to the public or the other Owners (and their families, invitees, tenants, agents and employees) arising out of or incident to the ownership, use or maintenance of: (a) the Common Area and any improvements thereto, (b) Block B Retention Lake and Block D Retention Lake, (c) the Wall and Landscape Easements, and (d) Pedestrian Access Easement. The Board of Directors shall review these limits once each year, but in no event shall such insurance be less than two million dollars (\$2,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits shall also be obtained in an amount not less than three million dollars (\$3,000,000).

The policy described in this Section 5.8 shall provide that:

(a) The Declarant shall be named as an additional insured under the policy. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Section 5.8(a) shall not be deemed to protect or to be for the benefit of any general contractor engaged by the Declarant.

(b) The policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice to the Association and the Declarant.

(c) In the event the Association fails to maintain the insurance policy provided for in this Section 5.8, Declarant reserves the right and shall have the continuing authority but shall not be obligated to purchase such insurance policy in the name of the Association by the payment of the premium on behalf of the Association which payment shall be a common expense of the Association for the payment of which Declarant shall be reimbursed.

(d) The deductible, if any, on the insurance policy shall be a common expense of the Association; provided, however, that the Association may, pursuant to Section 5.8 of this Declaration, assess any deductible amount necessitated by the negligence, misuse or neglect of Owner against that Owner.

(e) All policies of insurance shall be written by reputable companies licensed to do business in Florida.

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5.9 Maintenance Agreement. For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party (or parties), for the purpose of contracting for maintenance and operation of the Common Areas, easements and facilities for the common benefit of the residents of Crane Creek. Terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

5.10 Membership in The Community Association. Every Owner shall be deemed to have membership in the Community Association with the rights and obligations of such membership as set forth in the Community Declaration. The Owners of Lots in Crane Creek shall be represented at meetings of the Community Association by the Senior Elected Officer of the Association who shall be a "voting member" of the Community Association with the authority to cast the votes on Community Association affairs as the representative of all the Owners of Lots in Crane Creek.

5.11 Obligation to Pay Community Association Assessments. The Association shall be obligated to pay on behalf of the Owners assessments levied by the Community Association and billed to the Association as provided in the Community Declaration.

## ARTICLE VI

### COMMON AREA

6.1 Conveyance. The Declarant by the recordation of the Plat of the Subject Property shall be deemed to have dedicated the Common Area as shown on such Plat and defined in Section 1.3 for the common health, safety, welfare and passive recreation of the residents of and visitors to Crane Creek. The conveyance to the Association of the Common Area shall be free of all liens, easements except for those set forth and those reserved herein. Provided, however, for as long as Declarant owns any Lot, Declarant retains an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all improvements to the Subject Property and the Common Area or any portion thereof; to show and sell Lots, including the unrestricted right to erect signs; and to use the Common Area for ingress and egress and for marketing and sales activities. The Declarant hereby covenants for itself, its successors and assigns that said Common Area shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Area shall be subject to such rules and regulations relating thereto as are adopted or amended by the Association.

6.2 Additional Property. In addition to the Common Area described in Section 6.1 of this Declaration, the Declarant, in its sole discretion, shall have the right to convey to the Association and the Association shall be obligated to accept as additional Common Area any portion of abutting, adjacent or contiguous property which is made subject to these Declarations by Declarant pursuant to Section 18.9 so long as such property is used or useful for the objects and purposes for which the Association has been created and established. Should the Declarant so convey any such additional Common Area, the same shall thereupon become and thereafter continue to be Common Area subject to all covenants, conditions, restrictions, easements, license and reservations set forth in this Declaration with respect to all other Common Area.

6.3 Improvement of Common Area. The Declarant reserves the right to construct or make such improvements as the Declarant determines to the Common Area, provided the improvements are for

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the purposes specified in this Declaration. The right of the Declarant herein reserved shall entitle Declarant, but not obligate Declarant, to make or construct improvements to the Common Area, including without limitation the installation of landscaping, signage, irrigation, and a fence or wall as the Declarant determines in its sole discretion. The maintenance, repair and replacement of the Common Area, including improvements thereto, shall be the proportionate obligation of each of the Owners of the Lots as hereinafter provided in this Declaration. The Declarant's rights to construct facilities or make other improvements to the Common Area as provided in this paragraph shall terminate upon the sale of the last Lot in the subdivision.

6.4 Property Rights. Every Owner of a Lot shall have the non-exclusive right and easement of enjoyment in and to the Common Area for the purpose for which the same is conveyed and maintained by the Association. Such right and easement of each Owner in and to the Common Area shall be appurtenant to and shall pass with the title to every Lot. The rights and easements of enjoyment created hereby shall be subject to the following provisions:

(a) The right of the Association to adopt and publish rules governing the use of the Common Area and the personal conduct of the Owners and their guests and to establish penalties for the infraction thereof;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to require the owners to 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 Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members qualified to vote has been recorded.

(e) No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure of other improvement or store any of its or his personal property or prohibit the free flow of pedestrian traffic on the Common Area or any part thereof. The Association shall have the right to remove or cause to be removed anything placed on the Common Area in violation of the provisions of this Section 6.4(e), to restore the Common Area to its condition prior to the violation and to assess the Owner or Owners responsible for the cost of such removal and restoration, which assessment may constitute a lien against the Lot of said Owner or Owners that may be enforced in the manner set forth in Section 7.10 hereto.

6.5 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted by the Board of Directors of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE VII

### COVENANT FOR ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subject Property, hereby covenants and each Owner of any Lot, by acceptance

of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual assessments or charges, (b) Special assessments for capital improvements, (c) Individual assessments, and (d) the Lake Lot assessments, where applicable, all such assessments to be established and collected as provided in this Declaration. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. During such time as the Declarant is the Owner of an unimproved lot, the Declarant shall make proportionate payment of any assessments hereunder.

#### 7.2 Purpose of Assessment.

(a) In general the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and in particular for the improvement and maintenance of the Common Area, the Wall, Landscape, and Pedestrian Access Easements and the Retention Lakes.

(b) Regular assessments shall be levied in order to provide for and assure the availability of the funds necessary to pay Common Expenses, which shall include without limitation the following:

(i) Those incurred in connection with the maintenance, protection and improvement of the Common Area, including without limitation, landscaping, irrigation, signage, fence or wall.

(ii) Those incurred for utility services to the Common Area, including without limitation, electric or gas power for any common entry, street lighting, or fence lighting, and water for the common irrigation system.

(iii) Those incurred in the administration of the business of the Association including without limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys.

(iv) Those incurred for the payment of real and personal property taxes and assessments for any property owned by the Association.

(v) Those incurred for the maintenance of adequate casualty and liability insurance on the Common Area and Retention Lakes, and for director and officer liability insurance.

(vi) Those incurred for under the terms of the Recreational Easement Agreement for the purpose of maintaining any amenities constructed on the Natural Area reserved for the use and benefit of the Association and the Owners of the Subject Property.

(vii) Those incurred for payment of the annual assessments levied and billed by the Community Association as provided for in the Community Declaration.

(viii) Those incurred for doing any other thing necessary or desirable which in the judgement of the Association may be of general benefit to the Owners of Lots within the Subject Property.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$50.00 per Lot:

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

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annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum Annual assessment may be increased above fifteen percent (15%) 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 this purpose.

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

7.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or within the Wall and Landscape Easements, including fixtures and personal property and the financing of same related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.5 Lake Lot Assessments. In addition to the regular Annual Assessments described in Section 6.3 the Owners of the Lake Lots shall pay an annual Lake Lot assessment of \$25.00. This Lake Lot assessment may be increased according to the same limitations and procedures as those for regular Annual assessments set forth in Section 7.3. The Lake Lot assessments shall be paid to the Association and become a part of the Maintenance Fund to be used for the expenditures related to the maintenance, preservation and improvement of the Retention Lakes.

7.6 Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3, 7.4 or 7.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.7 Uniform Rate of Assessment. Both Annual and Special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or such other basis as the Board of Directors determines. Notwithstanding anything contained herein to the contrary, the Declarant, as the Class B Member, shall not be obligated to pay annual assessments, but shall be obligated to pay the amount of Common Expenses incurred and not produced by the annual assessments collectible from Class A members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as Common Expenses. Declarant, at its option, may elect to pay annual assessments for Lots Declarant owns rather than subsidize the Association as set forth above.

7.8 Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto.

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The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**7.9 Individual Assessments.** In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect against a particular Lot and the Owner of such Lot an Individual Lot assessment for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation of or noncompliance with this Declaration, to cure or remedy such violation or noncompliance;

(b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

(c) Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same and that such Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be levied and collected as an Individual Lot assessment against such particular Owner and his particular Lot; and

(d) Reasonable overhead expenses of the Association associated with any Individual Lot assessment levied and collected pursuant to this Section 7.9, in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Lot assessment specified in this Section 7.9.

**7.10 Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law per annum. The Association shall have a lien on an Owner's property for any unpaid assessments and interest thereon and all costs which have been assessed against the defaulting Owners. The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record Owner, the amount due and payable and the date when due; and said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such Claim of Liens shall include only assessments which are payable and due when the said Claim of Lien is recorded, and all such Claim of Liens shall be signed and verified by an officer or agent of the Association. When any such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments. The

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lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.

7.11 Exempt Property. The Common Area and those portions of the Subject Property located within any public utility easement and dedicated to and accepted by the applicable local public authority and devoted to public use shall be exempt from the assessments, charges and liens created herein.

7.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage now or hereafter encumbering any Lot and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the Administrator of Veterans Affairs, whether such contract is recorded or not to the extent of any such assessment accrued and unpaid prior to foreclosure of any such Mortgage; and further, provided that as a condition precedent to any proceeding to enforce such lien for assessments upon any Lot upon which there is a valid and subsisting first Mortgage, the Association shall give the holder of such Mortgage sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first Mortgage lienholder by prepaid U.S. certified mail and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first Mortgage lienholder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such Mortgage to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. Nevertheless, any foreclosure by a prior lienholder shall cut off and extinguish the liens securing the assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from securing charges thereafter becoming due and payable, not shall any personal obligation of any Owner be extinguished by an foreclosure.

#### ARTICLE VIII

##### EASEMENTS, LICENSE, RESTRICTIONS ON LAKES

8.1 Construction of Lakes. Declarant is constructing or has constructed two private Lakes on the Subject Property, designated on the Final Plat as Retention Lake Block B, consisting of 4.77 acres of land more or less and Retention Lake Block D, consisting of 4.25 acres of land more or less (the "Lakes"). Declarant has constructed Retention Lakes, (a) as an essential element of the Storm Water Management System for Crane Creek as required by the County and St. Johns Water Management District, and (b) for the recreation and enjoyment of those Owners of the Lake Lots.

8.2 Ownership of Lakes. Pursuant to the Plat filed of record with the County, each of the Lake Lots include fee simple title to a portion of Retention Lake Block B and Retention Lake Block D respectively.

8.3 Grant of License Upon Conveyance of Lake Lot. The Declarant, pursuant to the provisions of this Declaration shall be deemed to have granted to each Owner of a Lake Lot along with the conveyance of each Lake Lot, a non-exclusive license to use all parts of the respective Lake to which the Owner's Lake Lot is contiguous for recreation purposes subject to the conditions, reservations and restrictions provided in this Article 8.

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8.4 Non-exclusive License. The license to use the Lakes hereby granted is a non-exclusive license and is limited to reasonable use of the Lakes for recreation purposes by those Owners who now or hereafter regularly reside on the above described Lake Lots, their families, invitees, and tenants. The license hereby granted to a Lake Lot Owner is limited to the use of the Lake to which an Owner's Lot is contiguous.

8.5 Grant of License to Owners. Declarant has previously or will sell and convey the Lake Lots all of which abut and are contiguous to said Lakes and grant similar licenses to all Owners of said parcels. Declarant does hereby reserve for itself, its successors and assigns and for the benefit of all of the Owners of said parcels the right to use each of the entire Lakes respectively according to the terms and conditions of this license. The Declarant reserves the right to grant a similar license to use each of the entire Lakes subject to the terms and conditions set forth in this license to any person or persons to whom Declarant may convey any of said Lots which abut either of the Lakes respectively.

To the extent that Declarant now has or hereafter acquires the right to use those parts of either of the Lakes now or hereafter located on Lots owned by other parties, and now has or hereafter acquires the right and power to extend or grant such right to use to others, this license to use shall extend to such parts of the Lake now or hereafter located on real property owned by other parties.

8.6 Limitation on Use. Each Owner and any other persons and their guests entitled to use one of the Lakes under the terms of the license hereby granted shall not use such Lake or carry on any activity on such Lake that will detract from, impair or interfere in any way with the use or enjoyment (including aesthetic enjoyment) of such Lake by Declarant, the other Owners, their heirs or assigns, or any other person now or hereafter licensed to use such Lake, or that will detract from, impair or interfere in anyway with the value, use enjoyment (including aesthetic enjoyment) of any property that now or hereafter abuts such Lake. Declarant and/or the Association shall have the right to prohibit any use of such Lake which, in the opinion of Declarant and/or the Association, is in violation of the foregoing restriction.

8.7 Docks and Other Structures. No dock, walkway, ramp, wall, piling, float or other structure shall be erected, constructed, installed, maintained, altered, changed or relocated on, in or over the Lakes, unless the ARC consents to such dock, walkway, ramp, piling, float or other structure, and unless in accordance with plans approved in writing by the ARC.

8.8 Chains, Cables. No cable, chain or other device that interferes with the free passage of boats on and across the Lakes shall be installed or maintained by any Owner.

8.9 Motors. No gasoline motors or other internal combustion engines of any nature whatsoever shall be used on the Lakes.

8.10 Dumping. No dirt, sand, fill, debris, rubbish, sewage, goods, chattels, chemicals or other materials shall be dumped, drained or deposited in or on the Lakes by any Owner or by any other person using the Lakes under the terms of the license hereby granted.

8.11 Commercial Activity. The Lakes shall not be used in any way for commercial purposes; provided, however, that the Declarant may use the Lakes in promoting the sale and development of Lots on the Subject Property owned by Declarant; and, provided, that this restriction shall not prohibit the use of the Lakes in the entertainment of guests, who are also customers or clients of the Declarant or any other persons entitled to use the Lakes.

8.12 Construction of Lake. Each Owner, his heirs and assigns, and any other persons who use the Lakes under the terms of the license hereby granted shall not interfere in any way with the work of Declarant or its officers, employees, contractors and subcontractors, in the construction and development of the Lakes.

8.13 Exculpation from Liability and Responsibility for Maintenance. Declarant shall not be responsible for the continued maintenance of the Lakes or the littoral zone plantings or for any loss or damage to the Owners, their heirs or assigns, for any failure to maintain the Lakes or the littoral zone plantings. Each Lake Lot Owner shall be responsible for maintenance of the entire Lot including the portion to the edge of the water. Said Retention Lakes and the littoral zone plantings are an integral part of the Surface Water Management System for Crane Creek. They are private, not public. Said Lakes have not been and shall and will not be dedicated to or accepted or maintained by any governmental authority, including the County. As hereinabove provided in Article IX, it is contemplated that easements for the Surface Water Management System have heretofore been or shall hereafter be granted and conveyed by the Declarant to the Association. Following such conveyance the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System within Crane Creek. Accordingly, each Owner of a Lot in Crane Creek, by the acceptance of a deed or other conveyance to his Lot shall be deemed to have agreed that neither the Declarant, the Community Developer, the County nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System for Crane Creek and the Retention Lakes and their littoral planting zones, and each such Owner of a Lot in Crane Creek shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

8.14 Exculpation from Liability and Responsibility for Damages.

(a) Each Owner and his successors and assigns shall be responsible for the conduct of all persons who use the Lakes under terms of the license hereby granted and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) Neither the Declarant nor the Community Developer shall be responsible for any loss or damage to any Owner, his heirs or assigns, or any other person who uses the Lakes under the terms of this license due to any act or omission or any contractor or subcontractor employed by them, or either of them, for the construction and development, enlargement, or maintenance of the Lakes, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Lakes under any other license heretofore or hereafter granted by the Declarant to use the Lakes, or due to any act of omission of any other person or persons using the Lakes without license or other authorization.

(c) Use of the Lakes by an Owner, his heirs or assigns, or any person who occupies the above described property owned by the Owner or the guests of such person, shall be at the risk of the user and neither the Declarant nor the Community Developer shall be responsible for any loss or damages to such user or any other person resulting from such use. Each Owner, by acceptance of this license, agrees for himself and his heirs and assigns to indemnify and save Declarant and the Community Developer, its successors and assigns harmless from any claim of loss or damages resulting from

the use of the Lakes by an Owner, his heirs or assigns, such persons who occupy Owner's property, or the guests of such persons.

8.15 Enforcement. The foregoing terms, conditions, reservations and restrictions shall be enforced by the Association.

8.16 License Appurtenant to Lake Lots. The license herein granted shall be an appurtenance and shall not be separated from ownership of said Lake Lots. No Owner, his heirs and assigns shall convey or transfer this license, or otherwise transfer any rights under this license except in connection with the conveyance or lease of said Lot.

8.17 Owner's Covenant. An Owner by the purchase of a Lake Lot accepts this license, agrees for himself and his heirs and assigns that the terms, reservations and restrictions set forth herein regarding use of the Lakes shall apply to the portion of the Lakes now or hereafter located on the Owner's respective Lot and that the terms, conditions, reservations, and restrictions set herein shall be binding upon the Owner and his heirs and assigns.

#### ARTICLE IX

##### RESERVATIONS AND EASEMENTS

9.1 Reservation of Easements on Plats. The Declarant, on behalf of itself and for the benefit, where so stated of the County, the Association, all Owners and also for the benefit of all the Subject Property, hereby creates, declares and reserves easements under and over those portions of the rear and side of each Lot, designated as utility easements on the recorded Plat, for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including but not limited to water, sewer, gas, telephone, electricity, television, cable or other communication lines or systems subject to the limitations set forth in Section 9.2. No structure shall be erected on any of said easements, and no improvements may be placed within said easements without the written approval of the ARC and any utility company using such easements. Neither the easement rights reserved herein, nor as shown on the Plat shall impose any obligation on the Declarant to maintain such easements or to install or maintain utilities or any drainage in or under such easements.

9.2 Reservation of Right to Consent to Construction. Declarant reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone lines and conduits, water, gas, storm drainage, sewer and pipes and conduits and any other public utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and/or upon any and all streets and way, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut. The Declarant on behalf of itself and for the benefit where so stated of the County, the Association, all the Owners and also for the benefit of the Subject Property reserves the right to grant consent for the construction, operation and maintenance of all said utility and service lines and systems referred to in Section 9.1.

Provided, however, that the right to grant consent for the installation, operation and maintenance of the cable television shall be subject to the limitations set forth in the Declaration of Easements and Development Covenants and Restrictions recorded on December 22, 1988, Official Records of the County at Vol. 2970, Page 0948. The Community Developer, in said Declaration of Easements and Development Covenants and Restrictions has reserved for itself the exclusive right for a period of one (1) year commencing on December 20, 1988 to select a franchise and negotiate agreements with cable television services to service the Subject Property with cable television. Thereafter, the Community

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Developer shall have the non-exclusive right to install, operate and maintain cable television and communication services to the residential units. Owners shall install and maintain individual cable television systems in each single family residential dwelling as provided in Section 3.15.

9.3 Drainage Easements. There is hereby created, declared and reserved for the benefit of Declarant, the Association and all Owners a non-exclusive easement for storm water collection, retention, detention and drainage over, upon all drainage easements shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all storm water drainage systems, improvements and facilities from time to time located therein or thereon. Additionally, Declarant, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Subject Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Subject Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Area affected thereby or any improvements from time to time placed, located, constructed, erected or installed thereon. The easements hereinabove created, declared and reserved contemplate the construction of all storm water drainage improvements and facilities shown on the plans for the Surface Water Management System for Crane Creek as approved by the County and the St. Johns River Water Management District, and any replacement or substitute permits issued by the St. Johns River Water Management District, and such additional or supplemental facilities as may reasonably be required to provide adequate storm water drainage and surface water management to all portions of the Subject Property.

9.4 Emergency Access and Drainage Easement. There is hereby created, declared, granted and reserved for the benefit of the County, a non-exclusive easement over and upon all drainage easements comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System shall create a hazard to the public health, safety or general welfare. It is expressly provided, however, that the creation, declaration and reservation of such Emergency Access and Drainage Easement shall not be deemed to impose upon the County any obligation, burden, responsibility or liability to enter upon the Subject Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof.

9.5 Maintenance of Easements. The Owners of the Lot or Lots, subject to the easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to the easements. With regard to specific easements for drainage as shown on the Plat, the Declarant shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities on such easements, including slope control areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels on any easement or which may reduce the size of any ponds, creeks, lakes or other water retention areas which are shown on the Plat or which may be constructed on such easement. The Association shall not be responsible for maintaining any easement areas on individual Lots designated on the Plat as Drainage or Utility Easements. Such

drainage and utility easements shall be maintained by the individual Lot Owners.

9.6 Wall and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of the Declarant and the Association an easement over and upon all Wall and Landscape Easement areas shown on the recorded Plat together with the easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing: (a) any and all security or screening walls or fences, (b) any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials, and (c) any irrigation systems of any kind, whether the same shall be required by the County and/or deemed necessary or desirable by the Declarant or the Association.

9.7 Pedestrian Access Easement. There is hereby created, declared, granted and reserved for the benefit of the Declarant, the Association and the Owners of the Subject Property, their families, invitees, tenants, agents and assigns, easements designated on the recorded Plat for pedestrian access to the Natural Area/Bird Sanctuary which abuts and is contiguous to the Subject Property. No fences, landscaping or any other improvements may be placed within said easements. The Declarant and the Association shall have the easement and license but not the obligation to enter upon said Pedestrian Access Easement for the purpose of constructing the pedestrian access with such materials as it deems appropriate. The Association shall have the easement and license to enter upon the Pedestrian Access Easement for the purpose of fulfilling its obligation of maintaining any improvements constructed within the Pedestrian Access Easement.

9.8 Limitation of Use of Natural Area. The Community Developer under a Recreational Easement Agreement to be recorded in the Public Records of the County expressly granted to Declarant a perpetual non-exclusive easement over the Natural Area for the purpose of establishing, maintaining and enjoying a nature trail, subject to the limitations set forth in the Recreational Easement Agreement. The Declarant by the recordation of the Plat and this Declaration shall be deemed to have assigned all of its rights and obligations under the Recreational Easement Agreement to the Association and the Owners of the Subject Property for the welfare and passive recreation of the residents of Crane Creek subject to the limitations stated in the Recreational Easement Agreement. Provided, however, for as long as Declarant owns any Lots in Crane Creek, Declarant shall retain an easement for itself, its assigns, agents, invitees and licensees to the extent necessary to complete the construction of all improvements to the Recreational Easement, for ingress and egress, and for marketing and sales activities.

9.9 Association Easement. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Subject Property as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Such Association Easement shall be in addition to the Drainage Easements hereinabove granted to the Association pursuant to Section 9.3 of this Declaration for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the Surface Water Management System.

9.10 Future Easements. There is hereby reserved to the Declarant and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Declarant, for the future

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orderly development of Crane Creek in accordance with the objects and purposes set forth in this Declaration. Provided, however, any easement created on the Subject Property pursuant to this Section 9.8 may only be located within easements heretofore or herein established of record. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated by this Section 9.8 may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of Crane Creek in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Declarant without the necessity for the consent of the Owner of a particular portion of the Subject Property over which any such further or additional easement is granted or required.

#### ARTICLE X

##### GENERAL COVENANTS AND RESTRICTIONS

10.1 Laws and Ordinances of the State of Florida. The laws and ordinances of the State of Florida and Brevard County, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

10.2 Rules and Regulations. In addition to the foregoing restrictions on the use of the Lots and the Common Area, the Wall and Landscape and Pedestrian Access Easements, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the Lots and Common Area and said Easements and to hereafter change, modify, alter amend, rescind and augment any of the same. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners. Copies of the regulations and amendments thereto shall be furnished by the Association to all Owners.

10.3 Duration. This Declaration shall run with and bind all of the Subject Property perpetually, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Articles II and III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least ninety-five percent (95%) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part, and said instrument shall be recorded in the office of the clerk of the County prior to the expiration of the initial period of any extension thereof.

10.4 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration or the Articles of Incorporation or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Member to



immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Members by: (a) personal delivery to any occupant of any dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of any dwelling with the Subject Property.

10.5 Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration, and failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Association should at any time fail to discharge its obligations to maintain any portion of the Subject Property as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.6 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

10.7 Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.8 Amendment.

(a) Amendment by Declarant. Subject to the provisions of Section 10.8(d) of this Declaration until ten (10) years from the date of the recording of this Declaration, this Declaration may be changed, amended or modified from time to time by the Declarant in its sole, but reasonable discretion, and without requiring the joinder or consent of any person or party whomsoever, including the Association or any Owner or Owners.

(b) Amendment by Association. Subject to the provisions of Section 10.8(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than seventy-five percent (75%) of the total voting power of the members of the Association; provided, however, that no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent for a period of ten (10) years from the date of the Recording of this Declaration.

(c) Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association as hereinabove provided in Section 10.8(d), the acquisition of the requisite written consent or vote of members shall be manifested on the face of the amending

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instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

(d) Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements, license and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows, to wit:

(i) To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.

(ii) To the extent that any term or provision of this Declaration may be included herein in satisfaction of the conditions to approval of the platting or subdivision of the Subject Property by the County, such terms or provisions of this Declaration shall not be changed, amended, or modified or otherwise deleted or eliminated from this Declaration without the prior written consent and joinder of the County.

(iii) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Declarant, the Association or to the County, respectively, without the prior written approval of the Declarant, the Association or the County, as the case may be, and any attempt to do so shall be void and of no force and effect.

(iv) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Area, including specifically the Surface Water Management System, and or the obligation of the Association to establish, make, levy, enforce and collect Assessments for such purposes, and/or the obligation of the Association to maintain liability insurance as provided in Section 5.8.

(v) This Declaration may not be changed, amended or modified in any fashion which would affect the Surface Water Management System, or its maintenance by the Association, without the prior written consent and approval of the St. Johns River Water Management District.

(vi) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Article X related to the granting of the license to use the Lake Lots and the indemnification of the Declarant and the Community Developer by the Lake Lot Owners and the Association for any damages arising out of the construction, use and maintenance of the Retention Lakes without the prior written consent and joinder of the Declarant.

(vii) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify eliminate or delete the provisions of this Section 10.8(d)(7) without the prior written consent and joinder of the Declarant.

(viii) This Declaration may not be changed, amended or modified in any manner so as to adversely and materially affect the priority or validity of any permitted first mortgage or the value of any Lot and its properly approved improvements.

10.9 Annexation. Additional, contiguous land now or hereafter owned by Declarant, its successors or assigns, may be added or annexed to the Subject Property. Any portion of the Subject Property may be made subject to the terms hereof by the Declarant, its successors or assigns, without the consent of Owners at any time or from time to time by the recording in the official records of the County of any instrument expressly stating an intention to so annex such additional land. Such additional land which may be added or annexed shall become subject to the annual assessment existing at the time of such addition or annexation.

10.10 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

10.11 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Association, and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representative and assigns of the property and legality of said agreements.

10.12 Conflict with Deeds of Conveyance. If any one of the covenants, conditions or restrictions contained in this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Subject Property, the covenants, conditions, or restrictions within the prior deed of conveyance shall control and be superior and supersede the covenants, conditions or restrictions within this Declaration to the extent of such conflict but no greater.

10.13 Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provisions, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

10.14 Assignment of Declarant's Rights and Interests. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

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IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 17<sup>th</sup> day of April, 1989.

Signed, Sealed and Delivered  
in the Presence of:

Pamela Hughes  
Judith Richiavella

ROSTAN, INC.,  
an Ohio corporation

by Kathie L. Van Gunten (SEAL)  
Kathie L. Van Gunten, President  
(DECLARANT)

STATE OF OHIO )  
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation authorized to business in Florida, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 17<sup>th</sup> day of April, 1989.

Pamela Hughes  
Notary Public  
PAMELA HUGHES  
Notary Public, State of Ohio  
My Commission Expires Sept. 10, 1992

The Community Developer hereby approves this Declaration as fulfillment of Declarant's Obligation under Section 8.2 of the Declaration of Easements and Development Covenants and Restrictions Recorded at Vol. 2970 Page 0948 of the Brevard County Public Records.

IN WITNESS WHEREOF, the Community Developer has approved this Declaration as of the 25th day of April, 1989.

Signed, Sealed and Delivered  
in the Presence of:

Joseph A. Duda  
Joseph A. Duda

Community Developer  
Duda Lands, Inc.

by: Joseph A. Duda  
Joseph A. Duda, President

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

This foregoing instrument was acknowledged before me this 25th day of April, 1989, by Joseph A. Duda, as President of Duda Lands, Inc., a Florida Corporation, on behalf of the Corporation.

Sue Meisner  
Notary Public  
Notary Public, State of Florida  
My Commission Expires Oct. 1, 1991

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DESCRIPTION: WEE CREEK SUBDIVISION, PLAT 1172

A parcel of land lying in Section 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 10 and run N.00°38'45"W., along the east line of the Southeast 1/4 of said Section 10 for a distance of 50.04 feet to the north right-of-way line of Wickham Road (100 foot right-of-way); thence run S.86°40'00"W., along said north right-of-way line, for a distance of 1,791.05 feet; thence run S.83°31'32"W., continuing along said north right-of-way line for a distance of 543.39 feet to the proposed west right-of-way line of Murrell Road (a 150 foot right-of-way); thence along said west right-of-way line the following courses and distances: N.00°28'28"W., for a distance of 200.00 feet to a point-of-curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.12°28'28"W., for a distance of 928.51 feet to a point-of-curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point-of-tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point-of-curvature of a circular curve to the left, having a radius of 3,041.83 feet; thence run northerly along the arc of said curve through a central angle of 33°31'56", for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run N.22°00'24"W., for a distance of 238.24 feet to the Point-of-Beginning of the parcel of land herein described; thence leaving said right-of-way, run S.67°59'36"W., perpendicular to last described course for a distance of 243.76 feet to the point-of-curvature of a 813.27 foot radius circular curve concave northerly; thence westerly, along the arc of said curve through a central angle of 23°09'46" a distance of 328.78 feet; thence S.06°59'45"W., a distance of 74.96 feet; thence run S.22°00'24"E., for a distance of 289.81 feet; thence S.75°27'05"W., for a distance of 1,563.42 feet to a point lying 110.00 feet east of the easterly right-of-way line of Interstate 95, as shown on Florida State Road Department Right-of-Way Map Section 70220-2408, Sheet 3 of 10, Project No. 1-95-3 (0) 177; thence N.14°32'55"W., parallel with and 110.00 feet east of by perpendicular measurement from said easterly right-of-way line, for a distance of 1,436.57 feet; thence N.75°27'05"E., perpendicular to said right-of-way line for a distance of 2,026.27 feet to a point lying on the west right-of-way of Murrell Road and on the arc of a circular curve concave to northeasterly, having a radius of 1,235.92 feet, whose center bears N.83°34'15"E.; thence southeasterly along the arc of said curve, through a central angle of 15°34'39", for an arc distance of 336.02 feet to a point-of-tangency of said curve; thence S.22°00'24"E., for a distance of 747.63 feet to the Point of-Beginning.

LESS AND EXCEPT:

DESCRIPTION: TRACT A CRANE CREEK SUBDIVISION, PLAT 1172

A parcel of land lying in Section 10, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the southeast corner of Section 10 and run N.00°38'45"W., along the east line of the Southeast 1/4 of said Section 10 for a distance of 50.04 feet to the North right-of-way line of Wickham Road (100 foot right-of-way); thence run S.86°40'00"W., along said North right-of-way line, for a distance of 1,791.05 feet; thence run S.83°31'32"W., continuing along said North right-of-way line for a distance of 543.39 feet to the proposed West right-of-way line of Murrell Road (a 150 foot right-of-way); thence along said West right-of-way line the following courses and distances: N.00°28'28"W., for a distance of 200.00 feet to a point of curvature of a circular curve to the left, having a radius of 1,055.92 feet; thence run northerly along the arc of said curve through a central angle of 12°00'00", for a distance of 221.15 feet to the point-of-tangency of said curve; thence run N.12°28'28"W., for a distance of 928.51 feet to a point of curvature of a circular curve to the right, having a radius of 1,235.92 feet; thence run northerly along the arc of said curve through a central angle of 24°00'00", for a distance of 517.70 feet to the point of tangency of said curve; thence run N.11°31'32"E., for a distance of 351.25 feet to the point of curvature of a circular curve to the left, having a radius of 3,041.83 feet; thence run northerly along the arc of said curve

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through a central angle of  $33^{\circ}31'56''$ , for a distance of 1,780.22 feet to the point-of-tangency of said curve; thence run - N.22 $^{\circ}00'24''$ W., for a distance of 238.24 feet; thence departing said westerly right-of-way line S.67 $^{\circ}59'36''$ W., a distance of 243.76 feet to the point-of-curvature of a 813.27 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of  $23^{\circ}09'46''$ , a distance of 328.78 feet; thence S.06 $^{\circ}59'46''$ W., a distance of 74.96 feet to the Point-of-Beginning of this description to wit; thence S.22 $^{\circ}00'24''$ E., a distance of 289.81 feet; thence S.75 $^{\circ}27'05''$ W., a distance of 1,563.99 feet to a point 110.00 feet east of, by right angle measure, the easterly right-of-way line of Interstate 95, as shown on Florida State Road Department Right-of-Way Map, Section 70220-2408, Sheet 3 of 10, Project Number I-95-3(8) 177; thence N.14 $^{\circ}33'28''$ W., parallel with and 110.00 feet east of said easterly right-of-way line, a distance of 242.15 feet; thence N.60 $^{\circ}44'50''$ E., a distance of 232.65 feet; thence N.37 $^{\circ}49'35''$ E., a distance of 170.97 feet; thence N.52 $^{\circ}08'55''$ E., a distance of 84.63 feet; thence N.75 $^{\circ}27'05''$ E., a distance of 550.00 feet; thence N.77 $^{\circ}47'23''$ E., a distance of 75.00 feet; thence S.85 $^{\circ}03'16''$ E., a distance of 75.00 feet; thence S.83 $^{\circ}00'14''$ E., a distance of 410.74 feet; thence N.06 $^{\circ}59'46''$ E., a distance of 29.26 feet to the Point-of-Beginning.

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ARTICLES OF INCORPORATION  
OF  
CRANE CREEK I HOMEOWNERS ASSOCIATION, INC.

OCT 19 2 42 PM '89  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statute 617 Et Seq., the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and to hereby certify:

ARTICLE I

The name of the corporation is CRANE CREEK I HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 411 Palm Springs Blvd., Indian Harbor Beach, Florida 32937.

ARTICLE III

Donald L. Simms, whose address is 541 Inverness, Melbourne, Florida 32935, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as Crane Creek Subdivision Unit I, Recorded in Plat Book 35, Pages 98 and 99, Public Records

of Brevard County Florida, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements, hereinafter called the "Declaration", applicable to the property and recorded in the Office of Public Records, Brevard County Florida, at Vol. 2999, Pages 2011-2042, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes resulting from annexation of additional residential property and Common Area, provided that any such merger, consolidation or annexation shall be permitted by the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit



Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

##### Membership

Any person or entity who is a record owner of a fee or undivided fee interest for any Lot which is subject to the covenants of the Declaration and to assessment by the Association, excluding contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the owner of a Lot.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration referred to above.

#### ARTICLE VI

##### Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of when (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or (b) on December 31, 2010, provided that the ~~Class B membership shall be reinstated upon annuation of~~

~~additional residential property owned by the Declarant, as provided in Article IV, paragraph 7(f).~~

#### ARTICLE VII

This Corporation shall have perpetual existence.

#### ARTICLE VIII

The names and residences of the Subscribers as to these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses as to all Subscribers</u>
1.	<u>Donald L. Simms, 541 Inverness, Melbourne, FL 32935</u>
2.	<u>Deanna Reiter,</u>
3.	<u>Jake Mink, 2130 Forest Knoll NE #102, Palm Bay, FL</u>

#### ARTICLE IX

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of nine (9) directors, who need not be members of the Association. At the first annual meeting of the membership the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership subject to the applicable provisions of the By-Laws of this Corporation:

<u>Name</u>	<u>Address</u>
1. Donald L. Simms	541 Inverness, Melbourne, FL 32935
2. Deanna Reiter	
3. Jake Mink	2130 Forest Knoll NE #102, Palm Bay, FL

Section 2. The principal Officers of the Corporation shall be:

President  
Vice President  
Secretary  
Treasurer

(the last two officers may be combined), who shall be elected from time to time in the manner set forth in the By-Laws adopted by the Corporation.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Covenants and Restrictions and By-Laws, are as follows:

President	Donald L. Simms
Vice President	Jake Mink
Secretary-Treasurer	Deanna Reiter

#### ARTICLE X

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors. Thereafter amendment of the Articles shall acquire the assent of seventy-five percent (75%) of the entire membership. Subject to this Article X, any such amendment shall be made in the manner provided for in the Declaration and in the By-Laws.

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner

as is provided for the amendment of the By-Laws as set forth in Article X above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid. Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration, as the same may be amended from time to time in accordance with the respective provisions thereof.

#### ARTICLE XI

This Corporation shall have all of the powers set forth in Florida Statute 617.021 and all of the powers granted to it by the Declaration. The powers and duties of the Corporation, as provided in the Declaration, shall be deemed repeated in this Article XII.

#### ARTICLE XII

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered and may confer benefits upon its members in conformance with its purposes.

*mand is 2nd H of Article 11*

This Corporation shall not issue shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration and By-Laws. The voting rights of the Lot Owners shall be as set forth in the Declaration and/or BY-LAWS.

#### ARTICLE XIII

##### Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XIV

##### FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 18 day of September, 1989.

Witnesses:

Deanna Reiter  
(As to Donald L. Simms)  
Jake Mink  
(As to Deanna Reiter)  
Deanna Reiter  
(As to Jake Mink)

Donald L. Simms  
Donald L. Simms  
Deanna Reiter  
Deanna Reiter  
Jake Mink  
Jake Mink

STATE OF FLORIDA )  
 ) ss  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared Donald L. Simms, Deanna Reiter and Jake Mink, who after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of CRANE CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 18 day of September, 1989.

Heather H. Mink  
Notary Public,  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 12/31/92  
BONDED THROUGH BANCORP ASSOCIATES

FILED

OCT 19 2 42 PM '88

CLERK OF DISTRICT COURT  
FLORIDA

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR Domicile  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First - That CRANE CREEK I HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Melbourne, County of Brevard, State of Florida, has named Donald L. Simms located at 541 Inverness, Melbourne, County of Brevard, State of Florida, as its agent to accept service of process within this state.

**ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)**

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By:

  
Donald L. Simms  
(Resident Agent)

# Orange

A. J. ...  
Township ...



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves assigning tasks to team members, setting deadlines, and monitoring progress. It is important to communicate regularly and provide support to team members throughout the process.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes to the objectives and goals defined at the beginning. It is important to identify any areas for improvement and learn from the experience for future projects.

1. 凡在本行开立存款账户的客户，均可向本行申请开立支票。

*[The page contains dense handwritten notes in cursive script, likely from a manuscript or ledger.]*

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

DATE	DESCRIPTION	AMOUNT	BALANCE
1-1-54	TO BALANCE BROUGHT FORWARD	100.00	100.00
1-15-54	BY CHECK NO. 101	25.00	75.00
2-1-54	TO CHECK NO. 102	15.00	60.00
2-15-54	BY CHECK NO. 103	10.00	50.00
3-1-54	TO CHECK NO. 104	5.00	45.00
3-15-54	BY CHECK NO. 105	5.00	40.00
4-1-54	TO CHECK NO. 106	5.00	35.00
4-15-54	BY CHECK NO. 107	5.00	30.00
5-1-54	TO CHECK NO. 108	5.00	25.00
5-15-54	BY CHECK NO. 109	5.00	20.00
6-1-54	TO CHECK NO. 110	5.00	15.00
6-15-54	BY CHECK NO. 111	5.00	10.00
7-1-54	TO CHECK NO. 112	5.00	5.00
7-15-54	BY CHECK NO. 113	5.00	0.00
8-1-54	TO CHECK NO. 114	5.00	5.00
8-15-54	BY CHECK NO. 115	5.00	0.00
9-1-54	TO CHECK NO. 116	5.00	5.00
9-15-54	BY CHECK NO. 117	5.00	0.00
10-1-54	TO CHECK NO. 118	5.00	5.00
10-15-54	BY CHECK NO. 119	5.00	0.00
11-1-54	TO CHECK NO. 120	5.00	5.00
11-15-54	BY CHECK NO. 121	5.00	0.00
12-1-54	TO CHECK NO. 122	5.00	5.00
12-15-54	BY CHECK NO. 123	5.00	0.00
1-1-55	TO CHECK NO. 124	5.00	5.00
1-15-55	BY CHECK NO. 125	5.00	0.00
2-1-55	TO CHECK NO. 126	5.00	5.00
2-15-55	BY CHECK NO. 127	5.00	0.00
3-1-55	TO CHECK NO. 128	5.00	5.00
3-15-55	BY CHECK NO. 129	5.00	0.00
4-1-55	TO CHECK NO. 130	5.00	5.00
4-15-55	BY CHECK NO. 131	5.00	0.00
5-1-55	TO CHECK NO. 132	5.00	5.00
5-15-55	BY CHECK NO. 133	5.00	0.00
6-1-55	TO CHECK NO. 134	5.00	5.00
6-15-55	BY CHECK NO. 135	5.00	0.00
7-1-55	TO CHECK NO. 136	5.00	5.00
7-15-55	BY CHECK NO. 137	5.00	0.00
8-1-55	TO CHECK NO. 138	5.00	5.00
8-15-55	BY CHECK NO. 139	5.00	0.00
9-1-55	TO CHECK NO. 140	5.00	5.00
9-15-55	BY CHECK NO. 141	5.00	0.00
10-1-55	TO CHECK NO. 142	5.00	5.00
10-15-55	BY CHECK NO. 143	5.00	0.00
11-1-55	TO CHECK NO. 144	5.00	5.00
11-15-55	BY CHECK NO. 145	5.00	0.00
12-1-55	TO CHECK NO. 146	5.00	5.00
12-15-55	BY CHECK NO. 147	5.00	0.00
1-1-56	TO CHECK NO. 148	5.00	5.00
1-15-56	BY CHECK NO. 149	5.00	0.00
2-1-56	TO CHECK NO. 150	5.00	5.00
2-15-56	BY CHECK NO. 151	5.00	0.00
3-1-56	TO CHECK NO. 152	5.00	5.00
3-15-56	BY CHECK NO. 153	5.00	0.00
4-1-56	TO CHECK NO. 154	5.00	5.00
4-15-56	BY CHECK NO. 155	5.00	0.00
5-1-56	TO CHECK NO. 156	5.00	5.00
5-15-56	BY CHECK NO. 157	5.00	0.00
6-1-56	TO CHECK NO. 158	5.00	5.00
6-15-56	BY CHECK NO. 159	5.00	0.00
7-1-56	TO CHECK NO. 160	5.00	5.00
7-15-56	BY CHECK NO. 161	5.00	0.00
8-1-56	TO CHECK NO. 162	5.00	5.00
8-15-56	BY CHECK NO. 163	5.00	0.00
9-1-56	TO CHECK NO. 164	5.00	5.00
9-15-56	BY CHECK NO. 165	5.00	0.00
10-1-56	TO CHECK NO. 166	5.00	5.00
10-15-56	BY CHECK NO. 167	5.00	0.00
11-1-56	TO CHECK NO. 168	5.00	5.00
11-15-56	BY CHECK NO. 169	5.00	0.00
12-1-56	TO CHECK NO. 170	5.00	5.00
12-15-56	BY CHECK NO. 171	5.00	0.00
1-1-57	TO CHECK NO. 172	5.00	5.00
1-15-57	BY CHECK NO. 173	5.00	0.00
2-1-57	TO CHECK NO. 174	5.00	5.00



# Crane Creek Tunnel One

## DESCRIPTION

2 Tunnel of Crane Creek in Jackson Co. N. H.

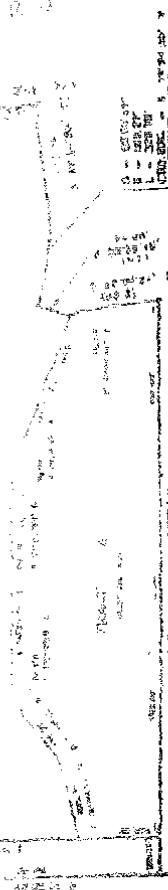
Topography of the Jackson River at the mouth of Crane Creek, N. H. The river is about 100 feet wide and 10 feet deep. The river is surrounded by a dense forest of spruce, fir, and hemlock. The river is a tributary of the Merrimack River.

Crane Creek is a tributary of the Merrimack River.

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Crane Creek is a tributary of the Merrimack River.

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7/31/98

**CRANE CREEK UNIT II PHASE 3**

LOT	BLOCK	ADDRESS	TYPE
5	A	1144 EGRET LAKE WAY	LAKE
6	A	1142 EGRET LAKE WAY	LAKE
7	A	1140 EGRET LAKE WAY	LAKE
8	A	1138 EGRET LAKE WAY	LAKE
9	A	1136 EGRET LAKE WAY	LAKE
10	A	1134 EGRET LAKE WAY	LAKE
11	A	1132 EGRET LAKE WAY	LAKE
12	A	1124 EGRET LAKE WAY	LAKE
13	A	1122 EGRET LAKE WAY	LAKE
14	A	1120 EGRET LAKE WAY	LAKE
15	A	1118 EGRET LAKE WAY	LAKE
16	A	1116 EGRET LAKE WAY	LAKE
17	A	1114 EGRET LAKE WAY	LAKE
18	A	1106 EGRET LAKE WAY	LAKE
19	A	1104 EGRET LAKE WAY	LAKE
20	A	1102 EGRET LAKE WAY	LAKE
21	A	1100 EGRET LAKE WAY	LAKE
22	A	1098 EGRET LAKE WAY	LAKE
23	A	1096 EGRET LAKE WAY	LAKE
24	A	1094 EGRET LAKE WAY	LAKE
25	A	1092 EGRET LAKE WAY	LAKE
LOT	BLOCK	ADDRESS	TYPE
9	B	1143 EGRET LAKE WAY	DRY
10	B	1141 EGRET LAKE WAY	DRY
11	B	1139 EGRET LAKE WAY	DRY
12	B	1137 EGRET LAKE WAY	DRY
13	B	1135 EGRET LAKE WAY	DRY
14	B	1133 EGRET LAKE WAY	DRY
15	B	1131 EGRET LAKE WAY	DRY
16	B	1129 EGRET LAKE WAY	DRY
17	B	1127 EGRET LAKE WAY	DRY
18	B	1125 EGRET LAKE WAY	DRY
19	B	1123 EGRET LAKE WAY	DRY
20	B	1121 EGRET LAKE WAY	DRY
21	B	1119 EGRET LAKE WAY	DRY
22	B	1117 EGRET LAKE WAY	DRY
23	B	1115 EGRET LAKE WAY	DRY
24	B	1113 EGRET LAKE WAY	DRY
25	B	1111 EGRET LAKE WAY	DRY
26	B	1109 EGRET LAKE WAY	DRY
27	B	1107 EGRET LAKE WAY	DRY
28	B	1105 EGRET LAKE WAY	DRY
29	B	1103 EGRET LAKE WAY	DRY
30	B	1101 EGRET LAKE WAY	DRY
31	B	1099 EGRET LAKE WAY	DRY
32	B	1097 EGRET LAKE WAY	DRY
33	B	1095 EGRET LAKE WAY	DRY
34	B	1093 EGRET LAKE WAY	DRY