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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

AND

DEVELOPER'S COMMITMENT TO PHASE DEVELOPMENT

FOR

INDIAN PINES

WHEREAS, ASTER PROPERTIES, INC., a Florida corporation, ("Developer"), is the owner of that certain land lying and being in Martin County, Florida, legally described in EXHIBIT 1 hereto (the "Property"); and

WHEREAS, Developer intends to construct a complex of several condominium apartment buildings on the Property; and

WHEREAS, INDIAN PINES PROPERTY ASSOCIATION, INC., (the "Property Association"), has been established for the operation and maintenance of the Condominium(s) which may be declared upon the Property; and

WHEREAS, Developer wishes to assure future residents that, notwithstanding any division in the fee simple ownership of the Property, certain of the improvements which may be constructed thereon will be operated on a unity basis with the result that the common areas, recreational facilities, private roads and driveways, sidewalks, pedestrian walkways and other areas designed and set aside for vehicular and pedestrian traffic will be for the use and benefit of the residents of all of the buildings which may be constructed on the Property;

NOW, THEREFORE, in consideration of the premises the Developer does hereby declare that the real property hereinafter described, which is owned by Developer (hereinafter called "Property") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and that the following are to be covenants running with the title to the Property:

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1. DEFINITIONS. The following words, when used in this Declaration and the Articles of Incorporation and the By-Laws INDIAN PINES PROPERTY ASSOCIATION, INC. of which copies are attached hereto as EXHIBITS 2 and 3, respectively (unless the context shall prohibit), shall have the following meanings:

1.1 "Common Area" shall mean and refer to all real and/or personal property owned by the Property Association and/or the Developer for the common use and enjoyment of the members of the Property Association.

1.2 "Condominium Association" shall mean and refer to any entity incorporated under the laws of the State of Florida and within the meaning of the Florida Condominium Act, responsible for the operation of property

submitted to condominium form of ownership by, or otherwise approved by, the Developer and located within and not excepted from the property known as INDIAN PINES.

1.3 "Developer" shall mean and refer to ASTER PROPERTIES, INC., its successors or assigns if any such assign acquires all or any part of the undeveloped portion of INDIAN PINES from the Developer for the purpose of development and is designated as such by ASTER PROPERTIES, INC.. It is permissible for there to be more than one such assign.

1.4 "INDIAN PINES" or "Property" shall mean and refer to all such existing properties real and/or personal, and additions thereto, as are subject to this Declaration and shall include the real property described in Article 2 hereof.

1.5 "Lake". The Developer has constructed a lake in INDIAN PINES and intends to construct an additional lake on the property which will be part of the Common Area. The lakes are constructed for the primary purpose of surface water management and may be used by the Property Association, by its members and by all others who may become Unit Owners in the future, in compliance with rules and regulations that may from time to time be made by the Property Association or any governmental agency having jurisdiction over the same. By the recording of this Declaration and acceptance as indicated hereon, the Property Association agrees to operate and maintain said lakes in accordance with applicable law and governmental regulation of the same.

1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers and Developer, but excluding those having such interest merely as security for the performance of an obligation.

1.7 "Private Roads" shall mean and refer to all portions of the Property which shall be constructed, and/or established over the Common Area for vehicular and pedestrian traffic.

1.8 "Property Association" shall mean and refer to INDIAN PINES PROPERTY ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Property Association make reference.

1.9 "Recreational Facilities" shall mean and refer to all portions of the Property which shall be constructed and/or established upon the Common Area for the purpose of recreation, which shall include, but not be limited to, meeting room(s), swimming pool and tennis courts. 533 PAGE 457

1.10 "Unit" shall mean and refer to any existing or permissible (under applicable zoning) residential dwelling unit in INDIAN PINES, and shall encompass the maximum number of such (determined under applicable zoning) permissible to be put on any undeveloped lot or other parcel on the Property, whether or not they have been. Each Condominium, rental apartment, townhouse or other type residential dwelling unit shall be a Unit.

2. PROPERTY SUBJECT TO THIS DECLARATION; DELETIONS THEREFROM; RESERVED OPTION.

2.1 Legal Description. The real property which is and shall be held,

transferred, sold, conveyed, and occupied subject to this Declaration is located in Martin County, Florida, and comprises all the parcels, platted or unplatted, and Condominiums and all other dwelling units now or hereafter created or established within or upon the property legally described on and attached hereto as EXHIBIT 1.

2.2 Platting and Subdivision Restrictions. Developer shall be entitled to, at any time and from time to time, plat all or any part or parts of the Property, to submit all or any portions of the Property to the condominium form of ownership, and to file restrictions and/or amendments thereto with respect to any portion or portions of the Property. Any such plat or submission of any part or parts of the Property to the condominium form of ownership shall, automatically and without the necessity of filing an amendment hereof, remove such platted or submitted (to the condominium form of ownership) part or parts of the Property from the effect of this Declaration. Nothing contained in this Declaration shall be construed as a cloud on the title of any Unit lawfully constructed upon the Property.

2.3 Developer's Right to Withdraw Property from INDIAN PINES. Developer shall have the right, in its sole discretion, to withdraw as much as three-fourths (3/4) of the Property (land area) from INDIAN PINES in accordance with the provisions hereof, whether or not such Property has residential structures on it at the time it is withdrawn. Any described boundaries of INDIAN PINES will be redefined by Developer to reflect such withdrawal shall be effected by instrument modifying this Declaration for such purpose executed by Developer and recorded in the public records of Martin County, Florida. No such right to withdraw shall negate any of the assessments and rights conferred herein to use the private roads and/or recreational facilities established upon the Property.

2.4 Reserved Option. The INDIAN PINES Property has a projected development schedule of one hundred-sixty (160) Units; but Developer is hereby authorized to develop as few as twenty-five percent (25%) of the one hundred-sixty (160) Units, without thereby affecting the effect on the Property of this Declaration, including the assessment obligation and lien therefor created hereby except as noted hereafter. If Developer, however, determines in its sole discretion that the INDIAN PINES development is complete even though there are less than twenty-five percent (25%) of the one hundred-sixty (160) Units in INDIAN PINES, it shall grant the Property Association the option to do either of the following:

(a) To sell the Common Area to Developer for its appraised value (using, if available, the value determined by Martin County for ad valorem tax purposes).

OR
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(b) To continue to use and maintain the Common Area on the basis set forth herein, but with the assessment obligations redistributed to be based on the actual number of Units subject to this Declaration.

2.5 In the event option (a) above is elected by the Property Association, the Developer shall pay cash, subject to customary prorations and credits, for the Common Area upon delivery of a special warranty deed from the Property Association to the Developer, such deed to be the same in all respects (and the title to be the same in all respects as of such time) as the deed from the Developer to the Property Association of the Common Area.

2.6 In the event the Property Association does not deliver notice of its election of either option to Developer within forty-five (45) days of Developer's notice to Property Association to make an election of either option, election of option (b) above shall have occurred. In the event of the election of option (b), this Declaration shall be amended by Developer to redistribute the assessment obligations herein, and lien therefor, equally among the Units subject to this Declaration.

2.7 In the event there are not exactly one hundred-sixty (160) Units subject to this Declaration upon the completion of the development of INDIAN PINES, this Declaration shall be amended by Developer to redistribute the assessment obligations herein, and lien therefor, equally among the Units subject to this Declaration. Developer shall determine, in the event of dispute as to factual matters what is:

- (a) "Completion of the development of INDIAN PINES", and
- (b) The exact number of Units subject to this Declaration.

3. PRIVATE ROADS.

3.1 Each and every resident of every unit which may be constructed upon the Property shall have an easement for purposes of ingress and egress over the common areas and along the private roads and driveways, pedestrian walkways and other areas designed and set aside for vehicular and pedestrian traffic as such areas are from time to time constituted and established for those purposes. For purposes of this Declaration of Restrictions and Easements the term "Unit" shall mean and include apartment Units, Condominium Units and all other types of residential units whatsoever.

3.2 All private roads, sidewalks and other areas set aside for vehicular and pedestrian traffic or portions thereof, which have been submitted to the condominium form of ownership as well as all other areas intended for the common use of the residents of any Condominium declared by Developer on Property shall be maintained by the Property Association as a part of its responsibility for the management and operation of the Condominium(s) which may be declared by Developer on the Property. All costs incurred in connection with such maintenance, repair and replacement shall be deemed Common Expenses of the Condominium(s).

3.3 The title to any portion of the land, whether developed, undeveloped, submitted or not submitted to the condominium form of ownership, shall be subject to:

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(a) An easement of access to the nearest dedicated road serving all units in favor of the owners and/or residents of the developed portions of the Property until such time as private roads and driveways, sidewalks, pedestrian walkways and other areas for vehicular and pedestrian traffic are established on the theretofore undeveloped portion of the land; and

(b) An easement of access to the recreational facilities established on the Property.

(c) Such easements for utility purposes as may be reasonably necessary for the purpose of providing adequate utility services to the

developed portion of the Property.

3.4 The Property Association shall have the right to grant additional easements for ingress and egress, for utilities, and for any other similar purpose as it deems necessary for as long as it shall exist or until such time as it shall release such right in writing; provided, however, that no such easement shall prevent access to or extend through any unit.

4. RECREATIONAL FACILITIES.

4.1 INDIAN PINES is one of several Condominiums which will use the recreational facilities hereinafter described in common with all other Condominiums in INDIAN PINES. A maximum of one hundred-sixty (160) Units will use the recreational facilities. Unit owners in this and other Condominiums in the INDIAN PINES project have a non-exclusive mutual easement for ingress and egress for use and enjoyment and maintenance, over, across, under and through the recreational facilities. All unit owners in all Condominiums in INDIAN PINES have an easement for use and enjoyment of the recreational facilities with corresponding obligation of a proportionate share of the cost and expenses incurred in connection with the maintenance, management and operation of all common elements within the Condominiums established in INDIAN PINES.

4.2 The recreational facilities will be operated and maintained by the Property Association for the benefit of all owners of property within INDIAN PINES. Membership in the Property Association consists of Condominium Associations for all Condominiums (including INDIAN PINES CONDOMINIUM ONE ASSOCIATION, INC.) and other residents in INDIAN PINES and the Developer so long as it owns any property in INDIAN PINES or has the right to elect a Director of the Property Association. The unit owners in INDIAN PINES CONDOMINIUM ONE have a right to use those recreational facilities and are required to pay a maintenance assessment for upkeep of those facilities. The common areas solely within INDIAN PINES CONDOMINIUM ONE referred to above will be owned in common by the unit owners of the Condominium in which the common area lies.

4.3 The recreational facilities are located upon and comprise a part of the Common Area.

4.4 A description of the recreational facilities is attached hereto as EXHIBIT 4.

5. PROPERTY RIGHTS.

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5.1 Title to Common Area. At its election the Developer may retain the legal title to the Common Area or any part or parts of the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Property Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Common Area to the Property Association subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

5.2 Developer's Reservation of Use of Common Area. The Developer

reserves the right to use the Common Area (including the recreational facilities, club house, etc.) for sales or other purposes until such time as it has completed the development of INDIAN PINES, notwithstanding its conveyance of the Common Area to the Property Association as set forth above.

5.3 Owners' Easements of Enjoyment. Every Owner (and the rental tenants of any rental dwelling units to the extent authorized by the Owner of such Units) shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following, whether or not such are in existence at such time.

(a) The right of the Property Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(b) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles of Incorporation and By-Laws of the Property Association;

(c) Rules and regulations governing use and enjoyment of the Common Area adopted by the Property Association, including reasonable admission charges if deemed appropriate for each Common Area Parcel, and restrictions regulating the use of any Common Area by business invitees or employees of INDIAN PINES;

(d) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

(e) The effect of any Declaration of Condominium on any part of the Property.

(f) Maintenance of roads, utility and other access afforded over, under, across and through any designated portion of the Common Area.

5.4 Right to Dedicate Common Area. At any time, provided the Developer consents and joins therein, the Property Association shall have the right to dedicate the Common Area, or any part or parts thereof, to Martin County or any municipality or other governmental entity willing to accept and maintain same.

5.5 Provision for Use of Lift Station. The Developer has entered into an Agreement to Share Costs, dated November 24, 1980, and recorded in Official Records Book 509, at Page 958, of the public records of Martin County, Florida, with the owner of the property immediately adjacent to the West of INDIAN PINES to furnish capacity for 225 residential units which are excess to the requirements of INDIAN PINES and within the design capacity of the sewer lift station. The Agreement to Share Costs requires the adjacent owner to contribute 41.667% of the costs of repair and maintenance of the sewer lift station after the adjacent owner connects the first residential unit thereto. The Developer has or will furnish an easement through the Common Elements from Aster Lane to the sewer lift station as a further requirement of the Agreement to Share Costs. The Property Association will own and be responsible for the operation of the sewer lift station and each Condominium Association using the sewer lift station will be billed as if the sewer lift station was a Common Element. All operating costs of the sewer lift station, other than repair and

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maintenance costs, and all repair and maintenance costs of the sewer lift station prior to connection by the adjacent owner are to be borne by the Property Association.

6. MEMBERSHIP AND VOTING RIGHTS IN THE PROPERTY ASSOCIATION.

6.1 Membership. The Members of the Property Association are:

(a) Any Condominium Association, as to all Owners of Units subject to the Declaration of Condominium for which such Condominium Association was created provided the Developer declared the Condominium regime created thereby or otherwise agrees that such Condominium regime is to have its Condominium Association as a member of the Property Association and such Condominium regime covers at least eight (8) Units;

(b) Every person or entity who is a record owner of a Unit that is not subject to the provisions of any Declaration of Condominium described above; and

(c) The Developer at all times as long as it owns any property subject to this Declaration, or has the right to elect a Director of the Property Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

6.2 Voting Rights Classes. The Members of the Property Association shall have such voting rights as are set out in the Articles of Incorporation of the Property Association. The Property Association shall have such classes of membership as are set out in said Articles.

6.3 Developer's Reserved Right of Control. The Directors elected by the Developer pursuant to the provisions of the Articles of Incorporation of the Property Association shall have a total vote equal to the total number of votes held by all the Directors elected by the Condominium Association(s) and Units not within a Condominium Association plus one additional vote as long as it owns at least three (3) Units in INDIAN PINES and/or controls any Condominium Association that is a member or until 10 years from the date of recording this Declaration whichever occurs first.

7. COVENANTS FOR MAINTENANCE ASSESSMENTS.

7.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Unit owned by it within INDIAN PINES, hereby covenants, and each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Property Association:

(a) Any annual assessments or charges;

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(b) Any special assessments for capital improvements or major repair; and

(c) Any exterior maintenance assessment (to the extent applicable in accordance with the provisions hereof). Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate of interest permitted by law to be charged per annum and costs of collection thereof (including attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and also the personal obligation of the Unit Owner. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

7.2 Purpose of Assessments. The annual and special assessments levied by the Property Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in INDIAN PINES and in particular for the improvement and maintenance of the Common Area, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Property Association and undertaken by it. The exterior maintenance assessments provided for hereinafter shall be separate and apart from the annual and special assessments, and shall be used for the purposes authorized in this Declaration.

Maximum Annual Assessment. Except as provided, until after March 1, 1982, the annual assessment, including funds for special improvement projects and for capital improvements, but excluding the exterior maintenance assessment, shall in no event exceed \$1,800.00 per Unit per annum. The Board of Directors of the Property Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Property Association, as to which the decision of the Board of Directors of the Property Association shall be conclusive. After such date by the vote of two-thirds (2/3) of the members of the Board of Directors of the Property Association, the maximum amounts of the assessments may be varied from the amounts set forth in this paragraph.

7.4 Uniform Rate of Assessment. All regular and special assessments (except for the exterior maintenance assessments) shall be at a uniform rate for each Unit.

7.5 Date of Commencement of Annual Assessments; Due Dates; Collection Through Condominium Association(s).

(a) The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Property Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board of Directors. As to Owners of Units within Condominiums of any Condominium Association that is a Member of the Property Association, such Owners may at the election of the Board of Directors of the Property Association, be assessed through the respective Condominium Association, but no such procedure shall relieve any Owner or his Unit of any liability or lien created hereby.

(b) The Property Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Property Association, setting forth whether said assessment has

been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.6 Duties of the Board of Directors. The Board of Directors of the Property Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Property Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

7.7 Effect of Non-Payment of Assessment; The Lien; Personal Obligation; Remedies of Property Association.

(a) If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon (including reasonable attorneys' fees), become a continuing lien on the parcel of real property on which the Unit is situated that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

(b) If the assessment is not paid within thirty (30) days after delinquency date, which shall be set by the Board of Directors of the Property Association, the assessment shall bear interest from the date of delinquency at the highest rate of interest permitted by law to be charged per annum, and the Property Association may at any time thereafter bring an action to foreclose the lien against the Unit in like manner as a foreclosure of a mortgage on real property any/or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

7.8 Subordination of the Lien to Mortgage, and Relief from Assessments. The lien of the assessments provided for herein as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure of such mortgage. No other sale or transfer shall relieve any Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Further, any Unit owned by an institutional mortgagee (such as, but not limited to, a mortgage company, a savings and loan association or an insurance company) shall not be subject to the assessments provided for herein so long as such Unit is not being occupied. The written opinion of either the Developer or the Property Association that the lien is subordinate to a mortgage or that the Unit is not subject to the assessment shall be conclusive of any question pertaining thereto.

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7.9 Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charge and lien created herein if such property is used (and so long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Area as defined in Article 1 hereof;

(c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Property Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charge or liens.

8. EXTERIOR MAINTENANCE.

8.1 Exterior Maintenance. In addition to maintenance upon the Common Area, the Property Association may provide exterior maintenance service upon any Unit, townhouse, apartment or other residential Unit needing same in the Property Association's opinion, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, yard cleanup and, in addition, may provide landscaping, sprinklers, trees, shrubs, grass, pools, walks, private drives and streets and other exterior improvements.

8.2 Assessment of Cost. The cost of such maintenance shall be assessed against the applicable Condominium Association and/or the Unit or Units upon which such maintenance is performed or, in the opinion of the Board of Directors of the Property Association, benefits from same, or against all the Units in any townhouse or condominium, rental apartment or other residential area if determined to be appropriate in the opinion of the Board of Directors of the Property Association. In all such cases, such determination by the Board of Directors shall be conclusive. The assessment shall be proportioned among the Units involved in the manner determined to be appropriate by the Board of Directors of the Property Association. If no allocation is made, the assessment shall be uniformly assessed against all the Units in the affected area. The exterior maintenance assessment shall be a lien on the Unit and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Property Association, and shall be subordinate to mortgage liens to the extent provided by Article 7.8 above.

8.3 Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Property Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit or the exterior of any Unit at reasonable hours on any day except Saturday or Sunday.

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8.4 Initial Responsibility for Exterior Maintenance. Initial responsibility for exterior maintenance shall repose in the Owner of the Unit (or the applicable Condominium Association if the Unit is subject to a Declaration of Condominium). The provisions afforded hereby for the Property Association to undertake such exterior maintenance are intended to enable the Property Association to maintain a high standard of attractive appearance to all of INDIAN PINES and to prevent degradation of property values and quality

of living conditions arising from any portion of INDIAN PINES not being maintained to acceptable standards. The provisions afforded hereby are also intended to enable Unit Owners and Condominium Associations to contract with the Property Association for exterior maintenance in the event it is determined hereafter that to do so would be desirable.

9. ARCHITECTURAL CONTROL.

9.1 Additions and Alterations. No building, fence, wall, swimming pool, antenna, cable television facility, master television antenna facility, sewer, drain, disposal system or other structure shall be commenced, erected, placed or maintained upon any land in INDIAN PINES, nor shall any improvement, addition to or change or alteration therein be made until the plans, specifications and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Property Association, or by the Architectural Control Committee thereof. The Architectural Control Committee shall also be entitled to approve or disapprove exterior paint selection or other building surface color and/or composition.

9.2 Facility and Utility Services. The Property Association may enter into contracts with others for valuable consideration in its own behalf or in behalf of any member of the Property Association, for the installation, maintenance and transmission of any master television antenna facility, or other utility, including but not limited to cable television services to those members requesting or desiring such service. The Property Association may grant such easements over, under, across and through the Common Area and improvements for access and the installation of such equipment as is required for the installation, maintenance and transmission of any such facility or utility together with the power to assess and collect for the cost thereof, or to have the member or Unit Owners within member Condominium Association(s) billed directly by the parties supplying the facility, utility or other service, together with such other expense. The members of the Property Association also have the right to enter into facility or utility service contracts, and to the extent that they do so, the services contracted for by the members shall not duplicate contracts made by the Property Association, except to the extent expressly authorized by the Board of Directors, or by the Architectural Control Committee thereof.

10. GENERAL PROVISIONS.

10.1 Duration. The covenants set forth in this Declaration shall run with the land and shall remain in full force and effect and be binding upon all the undersigned and their successors and assigns, until such time as these covenants are released in writing by three-fourths (3/4) of all of the then owners and mortgagees of the Property and Units constructed thereon.

10.2 Enforcement. These covenants, restrictions, and easements inure to the benefit of the Developer, the Property Association, and all residents of units constructed on the Property, and shall be enforceable by each, and their successors, heirs and assigns, as their interests may appear.

10.3 Notices. Any notice required to be sent to any member or Owner

under the provisions of this Declaration shall be deemed to have been properly sent when mailed, certified, return receipt requested, to the last known address of the person who appears as member or Owner on the records of the Property Association at the time of such mailing.

10.4 Severability. The invalidity in whole or in part of any covenant, restriction, article, section, subsection, sentence, clause, phrase or word, or any other provision of this Declaration, the Articles of Incorporation of the Property Association, the By-Laws and Regulations of the Property Association, of the Declarations of Condominium, Articles of Incorporation, By-Laws or Regulations of any member Condominium shall not affect the validity of the remaining portions thereof.

10.5 Amendment.

(a) This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners and Mortgagees of not less than three-fourths (3/4) of the Units and lands subject to the Declaration, provided that so long as the Developer is the owner of any Unit or any property affected by this Declaration, or amends, or appoints a Director of the Property Association, the Developer's consent must be obtained.

(b) Limitations on Amendment. No Amendment of this Declaration shall be effective which shall change the provisions of this Declaration relating to the lake(s) without the written approval of the South Florida Water Management District or its successor.

(c) Special Provision Re: Lakes and Surface Water Management System. The Property Association shall not be dissolved nor shall it dispose of any portions of the Common Area which are included as part of the lakes and surface water management system, by sale or otherwise, except to an organization conceived and organized to own and maintain the same, without first receiving written approval of the South Florida Water Management District or its successor.

10.6 Opinion on Title and Zoning. An opinion by an attorney, duly admitted and licensed to practice law in the State of Florida, showing that the record title of the land is in ASTER PROPERTIES, INC. the Developer of INDIAN PINES and that the land is zoned to allow the use of same as planned by the Developer is attached hereto as EXHIBIT 5.

10.7 Proviso. ASTER PROPERTIES, INC., the Developer of INDIAN PINES, and its successors and assigns shall not be committed to construct improvements in addition to the improvements required by the Declaration of Condominium of INDIAN PINES CONDOMINIUM ONE.

10.8 Ratification. The Property Association hereby joins in and ratifies the execution of this Declaration for the purpose of binding itself and its successors and assigns to the terms hereof.

10.9 Effective Date. This Declaration shall become effective upon recordation of this Declaration in the public records of Martin County, Florida.

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EXECUTED this 21st day of July, 19 81.

ASTER PROPERTIES, INC.

By Irwin B. Schwartz
IRWIN B. SCHWARTZ
President



Attest: Patricia Sciacca
PATRICIA SCIACCA
Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 21st day of July, 19 81, before me, the undersigned authority, personally appeared IRWIN B. SCHWARTZ and PATRICIA SCIACCA, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of ASTER PROPERTIES, INC., a Florida corporation, and each severally acknowledged the execution of such instrument as such officer, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is true and genuine corporate seal of said corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal in said County and State, the date aforesaid.

Sumner J. Wallis
Notary Public, State of Florida at Large

My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 23, 1983
Bound by American Fire & Casualty Company

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FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, INDIAN PINES PROPERTY ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, INDIAN PINES PROPERTY ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 21st day of July, 1987.

INDIAN PINES PROPERTY ASSOCIATION, INC.



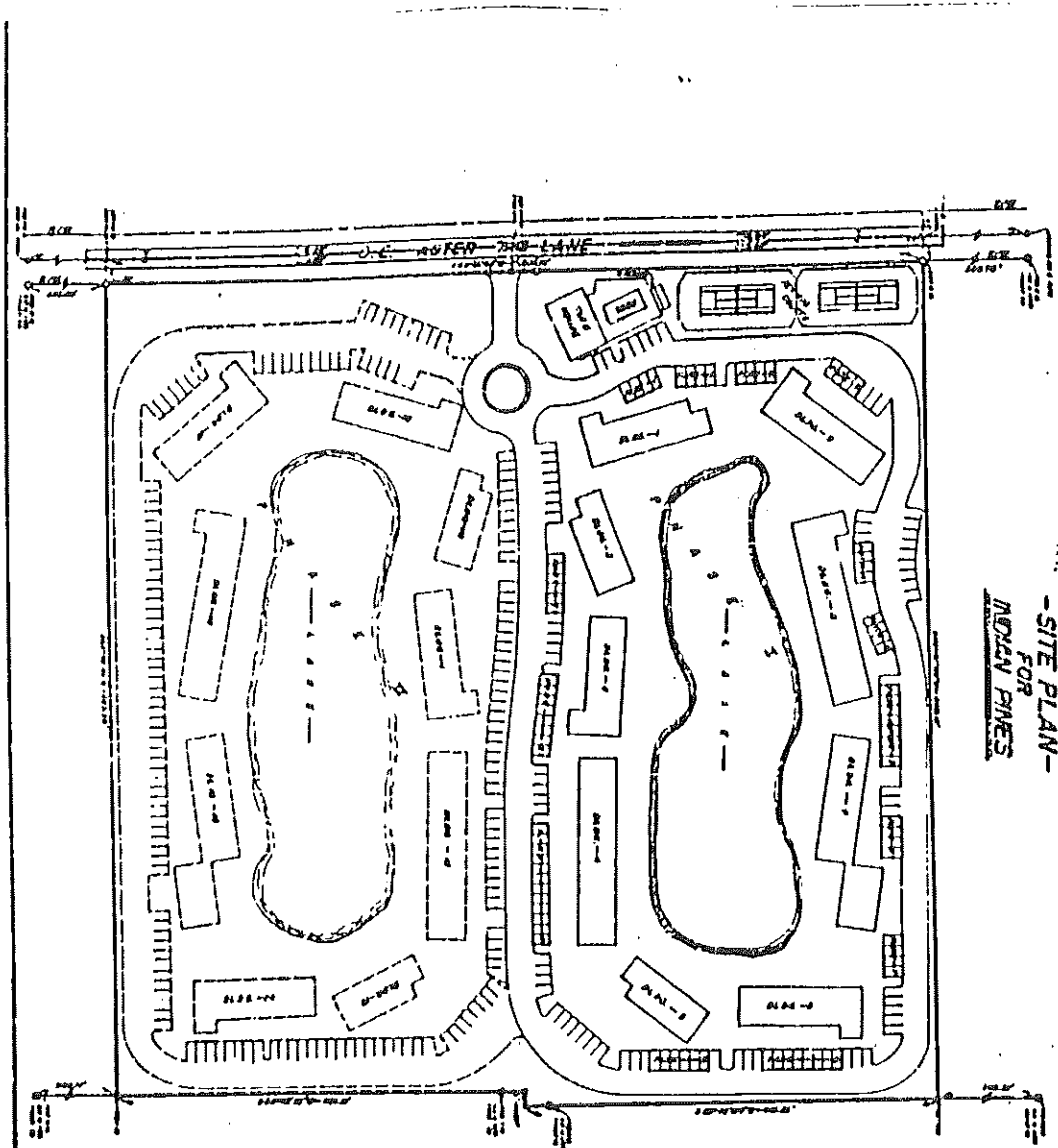
Richard G. Geringer, Jr.
RICHARD G. GERINGER, J.,
President

Attest: *Patricia Sciacca*
PATRICIA SCIACCA,
Secretary

EXHIBIT 1
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
AND
DEVELOPER'S COMMITMENT TO PHASE DEVELOPMENT
FOR
INDIAN PINES

LEGAL DESCRIPTION AND SITE PLAN OF PROJECT

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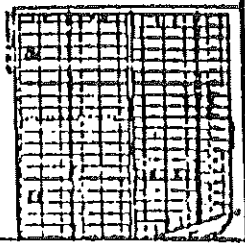


- SITE PLAN -
FOR
NOLAN PINES

DAVID J. SMITH
 STATE OF TEXAS
 LICENSE NO. 10111
 CIVIL ENGINEER

DESCRIPTION:
 THIS SITE PLAN SHOWS THE LAYOUT OF THE BUILDINGS AND PARKING LOTS FOR THE NOLAN PINES DEVELOPMENT. THE BUILDINGS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE SUBMITTAL. THE PARKING LOTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE SUBMITTAL. THE SITE PLAN IS TO BE USED AS A GUIDE FOR THE CONSTRUCTION OF THE DEVELOPMENT.

TAYLOR-SMITH 1980
 OR 533 PAGE 471



Conditions of Document
 Applicable to this Plan