

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SAVANNA CLUB**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 4th day of October, 1984, by WATERWOOD HOMES CORPORATION, a Florida corporation, hereinafter called the "DEVELOPER", and by SAVANNA CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "ASSOCIATION".

ARTICLE I

DEFINITIONS

- 1.1 "Articles" shall mean the Articles of Incorporation of the Association.
- 1.2 "Assessment" shall mean the share of the Association expenses required for the payment of the Association expenses, which from time to time are assessed against the Lots and the Owners.
- 1.3 "Association" shall mean and refer to Savanna Club Homeowners' Association, Inc., its successors and assigns.
- 1.4 "Association Expenses" shall mean the expenses payable by Owners to the Association as shall be set forth in this Declaration.
- 1.5 "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.
- 1.6 "Board" shall mean the Board of Directors of the Association.
- 1.7 "Savanna Club" is the name given to a planned unit development located in the County of St. Lucie, Florida, a portion of which is described upon Exhibit "A" hereto (which shall hereinafter be known as "Savanna Club Phase I").
- 1.8 "Common Area" shall mean those areas of real property shown on the subdivision plats of Savanna Club, together with all improvements thereto, which are devoted to the common use, recreation and enjoyment of the members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property".
- 1.9 "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in this document, and as same may be amended from time to time.

- 1.10 “Developer” shall mean and refer to WATERWOOD HOMES CORPORATION, a Florida corporation, its successors and assigns, including SAVANNA CLUB CORPORATION, a Florida corporation, its successors and assigns, with “assigns” meaning any person or entity given a written assignment of Developer rights which is recorded in the Public Records of St. Lucie County, Florida, and in which all of the rights and burdens of the Developer are assigned”.
- 1.11 “General Plan of Development” shall mean the subdivision plats of Savanna Club, as approved from time to time by the appropriate governmental agencies, and which shall represent the development plan and general uses of the real property.
- 1.12 “Institutional Mortgagee” shall mean any lending institution having a first lien on a “Lot” (Hereinafter defined), including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.
- 1.13 “Lot” shall mean a residential parcel of real property as described on any of the recorded subdivision plats of Savanna Club. Unless the context specifically provides otherwise, reference to the term “Lot” shall include a single family manufactured home (also referred to as “Home”) and all other improvements on the Lot, but shall not require that a Home be on the Lot.
- 1.14 “Occupant” shall mean the occupant of a single-family home in Savanna Club, who shall be the Owner, the lessee, or their respective guest.
- 1.15 “Owner” shall mean the fee simple titleholder of any Lot, whether one or more persons or entities.
- 1.16 “Property” shall mean all of the real and personal property now or hereafter subject to this Declaration. The real property to be initially subject hereto is described in Exhibit “A”, attached hereto and made a part hereof.
- 1.17 “Rules and Regulations” shall mean the rules, regulations, and policies, which are attached to and incorporated into this Declaration, and as may be adopted by the Board from time to time by resolution duly made and carried.
- 1.18 “Transfer Date” shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors. The Transfer Date shall occur one hundred twenty (120) days after the Developer has closed the sales of the last of the two thousand four hundred fifty-two (2,452) lots contemplated by the general plan of development of Savanna Club, or ten (10) years after the Developer has closed the sale of the first Lot in Savanna Club, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

- 1.19 “Architectural Control Committee” or “ACC” shall mean the committee, which is appointed by the Board of Directors of the Association for the purposes set forth in this Declaration.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

- 2.1 Developer plans, to develop and to make subject to this Declaration, all of Savanna Club (as described upon Exhibit “3” attached hereto). When all of Savanna Club is developed, it will ultimately contain a total of two thousand four hundred fifty-two (2,452) single family Lots with homes thereon. All Owners within Savanna Club will be entitled to share the use of the Common Areas with all other Owners. The maximum number of homes which may be constructed and whose Owners may ultimately be entitled to use and required to contribute to the cost of maintaining the Common Areas is two thousand four hundred fifty-two (2,452).
- 2.2 Phase I of Savanna Club (which is described upon Exhibit “A” attached hereto) shall contain a total of four hundred twenty (420) Lots with homes thereon.
- 2.3 Additional property may be annexed to the Property upon the recordation by the Developer of an amendment to this Declaration in the Public Records of St. Lucie County, Florida. No consent of the Association or of any other entity or individual shall be required provided that the property to be annexed is within the overall area known as Savanna Club.
- 2.4 Phase I shall not contain any recreational facilities. Developer has committed to construct, in the future, within Savanna Club, an Eighteen (18) hole golf course, a recreation building, swimming pool, tennis courts, shuffle board courts, subject only to the obtaining of the required permits for same from all applicable governmental agencies (including but not limited to the Florida Department of Environmental Regulation, the South Florida Water Management District, the Board of County Commissioners of St. Lucie County, Florida, and the Department of Community Affairs of the State of Florida). Developer has made appropriate application for the obtaining of all such permits as of the date of the recordation of this Declaration. Developer shall be the sole judge of the style, plans and specifications, and contents of all recreational facilities and amenities, as well as the equipment to be contained therein. Developer reserves the right, from time to time, at Developer’s sole and absolute discretion, to make additional improvements, at Developer’s expense, to these recreational areas and facilities, and to modify and change these facilities and improvements.
- 2.5 All Common Areas, including all recreation areas shall be initially owned by the Developer. Provided, however, that it shall be the obligation of the Association and its members to pay for all costs and expenses of any type and nature, including the costs of maintenance, repairs, replacements, insurance, real and personal property taxes, special assessments, and the like relating to these areas.

Developer shall convey all of these properties to the Association within sixty (60) days from the Transfer Date.

- 2.6 Developer shall provide a wastewater collection system to serve Savanna Club. The cost of constructing the system will be borne by Developer, and Developer shall be the sole judge of the plans and specifications of said facility or system and the equipment to be contained therein. The utility site shall be owned by the Developer until it is conveyed to the Association subsequent to the Transfer Date as indicated above. It shall be the obligation of the Association and its members to pay for all costs and expenses of any type and nature, including the costs of maintenance, repairs, replacements, insurance, real and personal property taxes, special assessments, management costs and all other costs relating to the utility system herein described.
- 2.6A Developer shall fulfill its obligations under Section 2.6 with respect to those portions of Savanna Club declared as of the Effective Date of this amendment ("Existing Phases") by conveying to the Association, as is, free and clear of liens and encumbrances (including the Wastewater Facility Lease Agreement recorded in Official Record Book 572, Page 2541 of the Public Records of St. Lucie County, Florida (the "Erskine Lease"), provided the Erskine Lease has been successfully rejected in the Bankruptcy Proceedings filed in the Bankruptcy Court for the Southern District of Florida as Case No. 95-32352-BKC-SHF (the "Bankruptcy Proceedings"), the Wastewater Treatment Facility (the "Facility") constructed by Developer and located on the real property described in Exhibit "1" attached hereto and made a part hereof (the "Facility Site"). The Deed shall be recorded, at the Developer's expense, within five (5) business days after the Developer receives approval of the transfer from the Florida Department of Environmental Protection. Developer shall use all commercially reasonable efforts to cause the Erskine Lease to be rejected in the Bankruptcy Proceedings. If the Erskine Lease is not rejected in the Bankruptcy Proceedings, then the Developer shall be responsible to pay for all costs in any way associated with that Lease, including any utility hookup costs and/or Facility expansion relating to the property governed by the Erskine Lease. Developer shall seek to fulfill its obligations with respect to any portion of Savanna Club declared after the Effective Date of this amendment ("Future Phases"), by entering into a Utility Agreement with the governmental authority having jurisdiction ("Utility Authority"), where under the Utility Authority shall provide wastewater service to the Future Phases. If Developer enters into such a Utility Authority wastewater collection system(s) constructed by Developer in the Future Phases. If the Developer is unable to reach an agreement with the Utility Authority after reasonable efforts, Developer may fulfill its obligations with respect to Future Phases by expanding the Facility at the sole cost of the Developer, and the Association shall cooperate with the Developer in executing all agreements, permits and development applications required in connection with the expansion. The Developer shall assign to the Association all warranties given to Developer with respect to the expansion to the extent that the warranties are assignable. To the extent they are not assignable, then the Developer shall warrant all expansion improvements against defects in materials and workmanship for a period of one (1) year from governmental acceptance of completion.

- 2.7 Developer has entered into a Utility Agreement with General Development Utilities, Inc., a Florida corporation. General Development Utilities, Inc. owns and operates water treatment facilities in St. Lucie County and has contracted to furnish potable treated water to Savanna Club in accordance with standards of the state regulatory agencies of the State of Florida. During the term of this Agreement, each Owner will be billed for water monthly based upon an individual water meter for each lot. The billings will be made by the Association who shall collect all such monies and shall pay the expense incurred under the Utility Agreement. These shall be individual lot costs and shall not be common expenses although they shall be payable to the Association. The Utility Authority has succeeded to the interest of General Development Utilities, Inc. under the Utility Agreement for potable water. Billing and collection for potable water service may be handled directly by the Utility Authority if agreement to that effect is reached with the Utility Authority.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

- 3.1 Every Owner of a Lot shall be a member of the Association. There shall be two classes of members, as such:

Class A: Class A members shall be all Owners other than the Developer and the Developer with respect to Leased Lots, which at any time were under Long Term Leases. For purposes of this Declaration, and the Articles and By-Laws, a "Leased Lot" shall be a Lot leased by the Developer for a term of five (5) or more years (a "Long Term Lease").

Class B: The Developer with respect to Lots owned by the Developer other than Leased Lots which at any time were under Long Term Leases.

For each Lot owned by a Class A member, there shall be one vote. For all Lots owned by a Class B member, there shall be one single vote. Notwithstanding the foregoing to the contrary, Developer hereby appoints the lessee of a Leased Lot, as its attorney in fact to receive notice of and attend Board, membership and committee meetings and to vote for the particular Lot, and such Lessee shall be recognized for the same as if he or she were a Member subject to any limitations elsewhere contained in this Declaration.

The person authorized to cast the vote for the Lot hereunder shall be referred to in this Declaration and the other governing documents as the Voting Member. If a Lot is owned by more than one person, the Owners of said Lot shall designate one of them as the Voting Member. In the case of a corporate Owner, one officer or employee thereof shall be the Voting Member, as designated by the corporation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. If a Leased Lot is leased to more than one person the lessees of the Leased Lot shall designate one of them as the holder of the power of attorney to vote, and such designated Lessee shall be recognized the same as if he or she were a Voting

Member subject to other limitations in the Declaration. In the case of a corporate lessee of a Leased Lot, one officer or employee thereof shall be designated by the corporation as the holder of the power of attorney to vote, and shall be recognized the same as if he or she were a Voting Member subject to other limitations in the Declaration. The power of attorney granted shall be solely for the term of the Lease or until earlier termination of the Lease. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership shall thereupon be vested in the transferee.

- 3.2 Notwithstanding the foregoing, or anything contained elsewhere in this Declaration to the contrary, until the Transfer Date, Developer shall have the sole and exclusive control over all of the affairs and other matters of the Association and Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control of Developer as aforesaid, all members of the Association, other than Developer, shall have a non-voting membership in the Association unless the provisions of this Paragraph 3.2 are expressly waived in writing by Developer. Upon the occurrence of the Transfer Date, Developer shall have the right to appoint a member to the Board of Directors for so long as Developer (which shall include its successors and assigns) holds title to any Lot within any portion of Savanna Club.

ARTICLE IV

USE OF PROPERTY

- 4.1 The Lots shall be used solely for single-family purposes, except for such Lots as may hereafter be designated for any other purpose by Developer. Nothing herein shall be deemed to prevent an Owner from leasing a home to a single family, subject to all of the terms, conditions and covenants contained in this Declaration.
- 4.2 The Owner shall not permit any nuisance to exist upon his property so as to be detrimental to any other property or to its Owners. No Owner or lessee shall make or permit any noise that will disturb or annoy the occupants of any other Owner, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Occupants.
- 4.3 No Owner or lessee shall do or permit any act or failure to act which shall cause any Association insurance policy to become void or suspended, nor which would cause any increase in premiums payable by the Association.
- 4.4 The Lot shall not be further subdivided or separated by any Owner; and no portion less than all of any such Lot, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner; provided, however that this shall not prevent corrective deed, deeds to resolve boundary disputes and other similar corrective instruments.
- 4.5 The single-family manufactured homes shall not be used in any trade, business, professional or commercial capacity, except that the home may be leased as a

single-family residence. Nothing contained-herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and operation of a sales model (which may include resale operations) and office by the Developer until all of the Lots have been sold.

- 4.6 No animals shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept on the Lot, provided they are not kept, bred or maintained for any commercial purpose. Three (3) household pets, total, may be kept on a Lot.

Pit-Bulls or American Staffordshire Terriers, Akitas, Alaskan Malamutes, Chow Chows, Doberman Pinschers, German Shepherds, Huskies, Mastiffs, Presa Canarios, Rottweilers, and Wolf Hybrids, or their mixed breeds, are prohibited in Savanna Club. Should a question arise regarding the breed or composition of the breed, the dog will be examined by an Association selected veterinarian. Discernible features, as determined by the veterinarian, will be sufficient to confirm the mixed breed. All veterinarian fees will be paid by the pet owner, in advance of examination.

Liability insurance to protect against damage and injury caused by a dog(s) must be maintained for any Lot where a dog is kept or present.

Notwithstanding the foregoing, no animal may be kept on the Lot which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. Pets shall not be permitted in any of the Common Areas of Savanna Club unless under leash. No pets shall be permitted in any recreation area at any time. Each pet owner shall be required to clean up after the pet in order to properly maintain the Common Areas. Each Owner by acquiring a Lot at Savanna Club agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his, his family member's, or lessee's ownership of pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem or upon written notice from the Association, he will be required to dispose of the pet.

- 4.7 No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a home or Common Areas without the prior written approval of the Board.
- 4.8 No motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e. Jeeps, Broncos, Blazers, and similar vehicles), truck (excluding "half-ton pickup truck"), trailer, boat, camper, motor home, bus, or similar vehicle shall be parked on any Lot, or driveway, within the confines of Savanna Club, except: (1) within approved parking areas for some as designated by the Board, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, or (3) upon such portions of Savanna Club as the Board may, in its sole discretion, allow. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association

shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

- 4.9 The areas designated as open or recreational areas on the general plan of development shall be used for no other purpose than as open and recreational areas.
- 4.10 It shall be the obligation of each Owner to provide reasonable and sufficient irrigation service to his lawn and landscape areas in order to maintain the appearance of the development.
- 4.11 All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Lots or Common Areas.
- 4.12 Each Owner who will not be present in his home during the hurricane season (June 1 – November 30 of each year) shall be required to take all reasonably necessary precautions to prepare his home for the possibility of a hurricane prior to his departure.
- 4.13 The Owners shall abide by all rules and regulations promulgated from time to time by the Board. The initial Rules and Regulations of the Association are attached hereto, made a part hereof and marked Exhibit "C". The Board shall give an Owner in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation.
- 4.14 No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of Savanna Club, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of Savanna Club, except as specifically required for the operation of utilities by the Developer and subsequently by the Association. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of Savanna Club.
- 4.15 No structure of a temporary character shall be permitted on any Lot at any time, either temporarily or permanently. Provided, however, that this shall not apply to Lots owned by Developer or to sheds or construction trailers or temporary sales offices or sales trailers used to facilitate the construction and sales of portions of Savanna Club by Developer.
- 4.16 No children under the age of twenty-one (21) years shall be permitted to reside in any home on any Lot, except that children may be permitted to visit temporarily for periods not to exceed sixty (60) days in total in any calendar year, and subject to

such rules and regulations of the Association limiting their use of the common property and recreation areas.

- 4.17 No more than three (3) persons may reside in any home on any Lot on a permanent basis. Provided, however, that it shall be permissible for an Owner to have more than that number of individuals visiting, on a temporary basis, for periods not to exceed sixty (60) days in any calendar year.
- 4.18 The lakes located within Savanna Club are primarily intended aesthetic features. They are not available for actual use. Therefore, swimming boating, docks, landings, and similar uses are prohibited, provided, however, that fishing in the lakes is permitted.
- 4.19 Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations, then and in that event, the offending Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE V

EASEMENTS

- 5.1 The Developer hereby grants a perpetual non-exclusive easement to the Association and to the Owners, their families, guests, and lessees upon, over and across the sidewalks, walkways, and rights-of-way and other Common Areas.
- 5.2 The Developer hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing Savanna Club upon, over, across, through, and under the Lots and common areas for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the homes, providing such company restores any disturbed area to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Areas without the consent of the Association. The easements over, across, through and under the Lots shall be limited to improvements as originally constructed.
- 5.3 The Developer hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Lot, or in the event that any Lot now or hereafter encroaches upon the Common Area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for

encroachment shall also include an easement for the maintenance and use of the encroaching improvements.

- 5.4 There is hereby reserved to the Developer and to the Association an easement over, on, across, under, and through each Lot.
- 5.5 There is hereby reserved to the Developer such easements over, under and across the Facility Site as may be necessary for the Developer to fulfill its obligations under Section 2.6 with respect to Future Phases or with respect to the Erskine Lease if the Erskine Lease is not rejected in the Bankruptcy Proceedings by expanding the Facility.

ARTICLE VI

MAINTENANCE OF THE HOME AND THE LOT

- 6.1 No home may be installed upon any Lot located within Savanna Club without the prior written approval of the Association; provided, however, the Developer may install or cause homes to be installed on Lots without the prior approval of the Association. Approval by the Association shall be contingent upon the submission of plans and specifications for the work, all required permits, evidence of licensure(s), bonding and insurance of the contractor and such other documentation or information the Association reasonably requests. All homes upon any Lot shall be installed and anchored in accordance with all applicable governmental requirements and all requirements of the Association. All homes shall be a minimum of "double-wide", shall have a minimum width of twenty-four (24) feet and shall contain a minimum of eight hundred (800) square feet of living area. The exterior construction material of all homes shall include roof shingles of fiberglass material and/or any other materials which the Association determines from time to time, in its sole discretion to be the most appropriate, cost effective, technologically advanced materials available under the circumstances. The under portion of each home shall be obscured by skirting material sufficient to enclose the entire base of the home as approved by the ACC. Installation of the home shall include, but not be limited to, the leveling, setting up on piers, removal of any running gear and/or tongue, installation and connection of all appropriate utilities (water, sewer and electricity), skirting, installation of an approved set of steps, and inspection of installation. The Owner of the Lot shall be responsible for any damage to streets, other Lots, Common Areas, utility lines, or the like, caused by the installation of the home, and the expenses shall be assessed against the Owner and the Owner's Lot and shall be a lien which may be foreclosed by the Association under Article XI of this Declaration.
- 6.2 No home may be removed from a Lot without the prior written approval of the Association; provided, however, the Developer may remove or cause homes to be removed without the prior written approval of the Association. Approval by the Association shall be contingent upon the submission of plans and specifications for the work, all required permits, evidence of licensure(s), bonding and insurance of the contractor, and such other documentation or information the Association

reasonably requests. The removal of any home from a Lot must comply with all applicable governmental requirements and all requirements of the Association. The Owner of the Lot shall be responsible for any damage to streets, other Lots, Common Areas, utility lines, or the like, caused by the removal of the home, and the expenses shall be assessed against the Owner and the Owner's Lot and shall be a lien which may be foreclosed by the Association under Article XI of this Declaration.

- 6.3 All homes shall be installed with the following improvements:
- A. A concrete driveway extending to the street.
 - B. A mailbox as approved by Developer or the ACC.
 - C. Appropriate landscaping as approved by Developer or the ACC.
 - D. Appropriate "skirting" material to enclose the entire base of the home, as approved by Developer or the ACC.
- 6.4 Developer shall install one (1) lamppost upon each Lot. The maintenance and repair of the lamppost shall be by the Association which maintenance shall also include any required replacement of light bulbs contained therein. In order to effectuate this maintenance, the Association and its designees, shall have a perpetual nonexclusive easement over, through and across that portion of the Lot required for access for said lamppost in order for the Association to perform its duties as required hereunder, provided, however, that said easement shall not interfere with any improvements constructed upon a Lot as approved by Developer or the ACC. Notwithstanding the foregoing, should a lamppost be damaged as a result of the negligence of an Owner, his family, guests, servants, invitees, or contractors, the applicable Owner shall be responsible for the costs of repair or replacement of said lamppost and the Association shall have the right to levy an assessment against the Owner for such costs together with appropriate lien rights as hereinafter set forth for all assessments. The lamp installed in the lamppost shall be of low wattage, shall be continually lighted, and shall be connected to the individual house electric service of the Owner who shall bear the responsibility for the cost of the utility service thereto.
- 6.5 Neither the shoreline contours of any lake or within Savanna Club nor the size or shape of any individual Lot shall be changed without the prior written approval of the Board and the ACC and, where applicable, any governmental authority having jurisdiction thereof. No Lot shall be increased in size by filling in any lake which it may abut.
- 6.6 No Lot (nor any Common Area) shall be used or maintained as a dumping ground for rubbish, trash, garbage, or otherwise. Trash and/or garbage shall only be kept in a sanitary covered container or receptacle and all garbage, trash, or refuse shall be placed in plastic trash bags which are securely tied and then placed in said containers or receptacles. Containers or receptacles must be located out of view

from the street. Burning of trash or garbage on a Lot is prohibited. No storage of any sort is permitted under any home.

- 6.7 No individual water supply system shall be permitted on a Lot, except for irrigation purposes only, as long as the water obtained there from will not stain walls, landscape, or other improvements upon the Lot. Should a sprinkler system be used with a well, said system shall include a proper rust inhibitor, which said rust inhibitor shall be kept in good operating order at all times so as to prevent rust stains from being brought about through the use of the water from the sprinkler system.
- 6.8 No fences shall be permitted on any Lot, provided, however, a fence which is immediately adjacent to and surrounding a patio or improvements on a Lot, such as irrigation or air conditioning equipment, or a fence which is immediately adjacent to and bordering a walkway or driveway of an area where there is a significant variation in elevation, may be installed with the prior approval of the ACC. Such approval is contingent upon compliance with ACC guidelines and standards concerning type, material, style and specific location. The foregoing restriction shall not apply to the Association and the concrete retaining wall(s) previously erected or installed by the Developer may be maintained, repaired and replaced by the Developer or the Association, as applicable.
- 6.9 Each Owner shall be responsible for the maintenance, repair and replacement of his home and of all improvements, walls, hedges and landscaping upon his Lot (except for the lamppost and bulb contained therein as previously provided). In addition thereto, each Owner shall be responsible for the maintenance not only of the front and rear yard of his Lot, but also that portion of the Common Area located between his Lot and the edge of the pavement of the street immediately in front of his Lot and to the rear of his Lot. In those instances where the rear of the Lot is adjacent to a body of water (of any type) the Owner shall be responsible for the maintenance of the property to the edge of the water.
- 6.10 Although, as indicated hereinabove, each Owner shall be fully responsible for the maintenance, repair and replacement of all improvements, walls, hedges and landscaping on his Lot, and the other areas as provided hereinabove, including all landscaped areas, grass, bushes and trees, in the event that an Owner shall fail to maintain his Lot and the improvements, landscaping and additions thereto as required herein, the Board, upon two-thirds (2/3) affirmative vote of the members of the Board, and after fifteen (15) days written notice to the applicable Owner, shall have the right, but not the obligation, to its agents, employees, or designees, to enter upon said Lot and to repair, maintain and restore the Lot, all improvements, landscaping located thereon, including but not limited to drainage, building exteriors, skirting, and any other improvements thereon, to the condition required herein. All monies expended by the Association in connection with said repair, maintenance and/or restoration of a Lot and the improvements and landscaping thereon, shall be added to and shall become a part of the assessment to which said Lot is subject. Said costs shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as elsewhere provided herein and such lien shall be entitled to be foreclosed as elsewhere provided herein. In addition to the foregoing, the Association, after approval by two-thirds (2/3) affirmative vote of the members of the Board, shall have the right to file an action

against the applicable Owner for a mandatory injunction, damages, and/or such other relief as a court of competent jurisdiction may entertain. Should the Association file an action as herein provided, it shall be entitled to recover all costs and reasonable attorney's fees expanded therein, including court costs and attorney's fees in any appellate action.

- 6.11 Notwithstanding any provisions in this Declaration to the contrary, including but not limited to the provisions of this Article 6, Developer shall have the right with respect to the development and maintenance of Savanna Club, to install manufactured homes, construct buildings, improvements and additions to homes, and other improvements, including but not limited to, landscaping, walls, or fences upon any portion of Savanna Club. The construction of buildings and improvements shall be of such type, nature, design, size, shape, height, materials and location, including appropriate landscaping, as Developer determines in its sole and absolute discretion, without obtaining consent or approval of the Association, its members, or the ACC. Provided, however, that all work by Developer shall comply with the applicable building codes and zoning codes in force at that time. Developer shall be entitled to place on a Lot or Lots or upon the common properties, temporary construction or sales trailer or other temporary facilities as may be required by Developer during the construction and sale of Lots and other improvements.

ARTICLE VII

COMMON AREAS

- 7.1 No alterations, additions or improvements to the Common Area, except as provided herein, shall be permitted, nor shall any person use the Common Areas or any portion thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as may from time to time be promulgated by the Association. Such rules and regulations may include rules and regulations relating to the operation and use of the golf course constructed on that portion of Savanna Club described in Exhibit "C" attached hereto (the "Golf Course") on a membership basis and the establishment of reasonable membership and other fees to be paid as a condition of use of the Golf Course and to defray all or part of the costs and expenses of operating and maintaining the Golf Course. Notwithstanding the foregoing, Developer shall have the right to make such improvements to the Common Areas as determined in its sole discretion until turnover to the Association, and to make such use of the Common Areas as may be reasonably required in connection with the construction and sale of Lots and the construction of other improvements. After turnover the Association shall have the right to make alterations, additions or improvements to the Common Area. Developer and Developer's invitees shall be subject to rules and regulations established by the Association for use of the Golf Course by residents of Savanna Club who do not hold Golf Course memberships; provided, however, that fees payable by Developer or invitee of the Developer shall be not more than seventy-five percent (75%) of the prevailing daily fees charged to a resident of Savanna Club who does not hold a Golf Course membership.
- 7.2 The Association shall govern, operate, control and manage the Common Areas within Savanna Club pursuant to the terms and provisions of this Declaration and

the Articles of Incorporation and By-Laws of the Association. The Association shall, at all times, pay the real property Ad Valorem taxes, as well as any other taxes, upon the Common Areas if said taxes are billed to the Association or to Developer, as differentiated from being billed to the Owners and shall also pay any governmental liens which may be assessed against the Common Areas. The Association shall further have the obligation and responsibility for the hiring of appropriate personnel and for the maintenance, management, repair, up-keep and replacement of the Common Areas.

- 7.3 The Association, and its designees, are hereby granted a perpetual easement over, through, under and across all of Savanna Club for the sole and exclusive purpose of maintaining, repairing and replacing the Common Areas, provided, however that such easements shall not interfere with the Improvements constructed upon the Lots as approved by the Developer or by the Association. The Association, in addition to maintaining the Common Areas, shall pay for all the costs and expenses of any type or nature as to the Common Areas, including without limitation, expenses, taxes, assessments, insurance premiums, costs of maintenance and repair, and all replacements and undertakings and all other costs applicable thereto. Except for such costs and expenses of operating and maintaining the Golf Course which are to be paid from membership and other fees charged for use of the Golf Course pursuant to rules and regulations promulgated by the Association, all of the expenses mentioned in the preceding two sentences shall be common expenses to be allocated among all Owners within Savanna Club as hereinafter provided.
- 7.4 The Association shall be responsible for waste (refuse) collection within Savanna Club. The Association shall have the right to contract with independent contractors for the purpose of such waste collection. Waste shall be placed in such containers as may be required by the Association and deposited by each Owner in the place designated by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

- 8.1 The Architectural Control Committee (hereinafter referred to as "ACC") consisting of three (3) or more persons shall be appointed by the Board of Directors.
- 8.2 The ACC shall regulate the external appearance, use, and maintenance of the Lots and of improvements thereon in such a manner so as to, in ACC's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ACC authority to regulate, control or determine external appearance, use or maintenance of Lots under development, to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Developer, its successors or assigns.
- 8.3 General provisions:

- A. The address of the ACC shall be the principal office of the Association as designated by the Board of Directors pursuant to the By-Laws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards, if any, shall be kept.
 - B. The ACC shall establish time limitations for the completion of any architectural improvement for which approval is required pursuant to the Architectural Standards.
 - C. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board of Directors of the Association or Developer assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.
- 8.4 In the event the ACC 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.
- 8.5 In the event plans and specifications submitted to the ACC are disapproved thereby, the party or parties making such submission may appeal in writing to the Board of Directors of the Association. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision within the forty-five (45) day period. No action of the Board shall be deemed a decision in favor of the appellant.
- 8.6 Conditions:
- A. Clearing, grading, construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, or other work may not be performed until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and related data shall be furnished to the ACC for its records.
 - B. All landscaping and planting proposed for a lot must be approved, in advance, by the ACC except for hedges, shrubs, annuals and perennials. Hedges more than three (3) feet from the home cannot be over four (4) feet in height and will have a two (2) foot break every ten (10) feet in length.

- C. Drying areas for clothing, laundry, or wash, will be permitted only in locations approved by the ACC and only when protected from view by screening approved by the ACC.
- D. No television or other outside antenna system or facility shall be erected or maintained on any Lot to which cable television service is then currently available except with specific consent of the ACC, which consent may be unreasonably withheld.
- E. No Owner shall be permitted by the ACC to construct or install any building, structure, improvement, machinery, fixture, or equipment within the Common Areas shown on the general plan of development.
- F. Unless specifically accepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within six (6) months from the date of commencement of said improvements.

ARTICLE IX

ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

- 9.1 The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Area shall be Association expenses. The costs and expenses assessed by the Association against the Owners or the Association shall be for use of the Golf Course collected from the Owners as an Association expense. Except for such costs and expenses of operating and maintaining the Golf Course which are to be paid from golf membership and other golf fees charged for use of the Golf Course pursuant to rules and regulations promulgated by the Association, or except as otherwise provided in Subsections 9.1.A and 19.2.C below. Common Area expenses and Common Area utility expenses and all other Association expenses, shall be payable to the Association on an equal basis by all Owners.
- A. Notwithstanding anything to the contrary in this declaration or in the Articles or By-Laws of the Association, costs relating to the Facility, including the costs of maintenance, repairs, replacements, insurance, real and personal property taxes, special assessments, and management costs, shall be assessed solely against Lots subject to assessment in the portions of Savanna Club served by the Facility.
- 9.2 To defray the Association expenses, there is hereby imposed upon each lot and its Owner, the affirmative covenant and obligation to pay to the Association, and

upon the Association the obligation to assess, collect and expend, the Association's expenses and those expenses hereinafter set forth.

- A. Taxes. All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for the public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.
- B. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.
- C. Insurance. The premiums on any policy or policies of insurance required under Article X hereof, together with the costs of such other policies of insurance, as the Board, with the consent of the Owners at any meeting thereof, shall determine to be in the best interest of the Association, provided however, that fire and extended coverage on common areas shall be maintained on a current replacement cost basis in an amount no less than one hundred percent (100%) of the insurable value based on a current replacement cost.
- D. Insurance Trustee. All expenses necessary to retain and continue to retain a lending institution is St. Lucie County, Florida, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.
- E. Fidelity Coverage. The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who handle or are responsible for handling of the Association. Each fidelity insurance shall meet the following requirements:
 - (i) All such fidelity insurance or bonds shall name the Association as an obligee; and
 - (ii) Such fidelity insurance or bonds shall be written in the amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association.

- (iii) Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and
 - (iv) Such insurance or bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.
- F. Reconstruction of buildings and improvements. All sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair (repair sums") shall be an Association expense for which the Association shall levy a special assessment against all Owners, if any, to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with an Institutional Mortgagee located in St. Lucie County, Florida, and deposit into such account all repair sums and all insurance proceeds collected by the "Insurance Trustee", if any, so that the amounts on deposit will equal the costs of repair. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.
- G. Maintenance, repair and replacement. Except for that portion of the Common Area landscaping adjacent to Lots which is to be maintained by the Owners as hereinabove provided, all expenses necessary to maintain the landscaping and sprinkler systems on the Common Areas, and the public road rights-of-way abutting the Common Areas, including such expenses as grass cutting, trimming, fertilizing, and the like, in a manner consistent with the covenants and restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and city governments having jurisdiction thereof.
- H. Optional expenses. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collecting sums owed by a particular Lot. In addition, the Association may retain a managing company or contractors to assist in the operation of Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.
- I. Indemnification. The costs to the Association to indemnify and save harmless Developer, its successors and assigns, from and against any and

all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling this specific enforcement of the provisions, conditions, covenants and restrictions, contained in the Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association expenses.

Further, the cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any institutional mortgagee to pay the Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the Owners other than the institutional mortgagees.

- J. Reserve funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each Owner acknowledges, understands and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.
- K. Special assessments. Any special assessment that shall be levied to defray (a) extraordinary items of the Association expense other than those contemplated by capital contributions; and (b) such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the By-Laws.
- L. First mortgagees. First mortgagees of Lots may, jointly or singularly, pay taxes or other charges which are in default, and which may or have become a charge or encumbrance against the Common Areas, and may pay overdue premiums on hazard insurance policies or new hazard coverage upon lapse of a policy with respect to the Common Areas, with a right of immediate reimbursement from the Association.

- 9.3 Method of Determining Assessments. The "Assessments" (as hereinafter defined) for Association expenses shall be levied and paid for as follows:
- A. It is hereby declared, and all Owners and the Association agree, that the Association expenses shall be paid by the Association out of funds assessed and collected from and paid by all Owners, provided, however, that, except as hereafter set forth, the Developer shall not be required to contribute any amounts for Association expenses on Lots owned by the Developer until no remaining Lots are being sold or leased in the ordinary course of business. Each individual owner other than Developer shall be required to pay the Association expenses. Developer shall pay full annual and special Assessments for a Lot from the time the Developer leases the Lot owned by Developer for the first time and from that time forward.
 - B. As provided in the By-Laws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate an equal share of the Association expenses to each Lot.
 - C. For the purpose of determining an equal share of Association expenses the number of Lots in Savanna Club shall include only such Lots as have been conveyed to purchasers or leased at least one time by the Developer to third parties. The total number of Lots in Savanna Club conveyed to purchasers or leased at least one time by the Developer to third parties shall be used as the denominator and the number "1" shall be used as the numerator for the calculation of equal shares of Association expenses. For example, if all of the Lots in Savanna Club Phase I have been conveyed to purchasers or leased at least one time by the Developer to third parties, the total number of Lots shall be four hundred twenty (420) and therefore each Lot shall be liable for one-four hundred twentieth ($1/420$) of the Association expenses.
 - D. The assessments may be adjusted as necessary to allow for any change in the amount of Association expenses. The adjustment may be made by dividing the total anticipated Association expenses for the remainder of the calendar year by the total number of Lots in Savanna Club, from time to time.
 - E. The assessments shall be payable no less frequently than monthly in advance on the first day of each month, or otherwise as the Board may determine.
 - F. The costs and expenses of operating and maintaining the Golf Course which are to be paid from membership and other fees charged for the use of the Golf Course pursuant to rules and regulations promulgated by the Association shall not be included in the Association expenses to be allocated among the Lots to determine Assessments.

- 9.4 Each purchaser of a Lot and each lessee of a Leased Lot from Developer shall pay the Association, as a capital contribution, at the time of closing or leasing, an amount equal to two (2) times the monthly assessment for a Lot including a Home in the plat containing the Lot. Similarly, the Developer shall pay to the Association, as a capital contribution, at the first leasing by Developer of a Lot other than a Leased Lot, an amount equal to two (2) times the monthly Assessment for a Lot including a Home in the plat containing the Lot.
- 9.5 Developer shall pay the Association the sum of One Hundred Forty-Five Thousand Dollars (\$145,000.00) by not later than April 7, 1998. Developer shall initially pay this sum by paying to the Association the sum of One Thousand Dollars (\$1,000.00) within fifteen (15) days after the closing of the sale or the first leasing as a Leased Lot, of each Lot by Developer where the Lot sold or leased as a Leased Lot is located in the Existing Phases. If Developer has made the required payment upon the first leasing of a Lot as a Leased Lot, Developer will not be required to make a second such payment if and when the Lot is later sold.
- 9.6 Developer shall pay the Association the sum of One Hundred Forty-Five Thousand Dollars (\$145,000.00) by not later than the closing of, or the first leasing as a Leased Lot of, the last Lot by Developer within Savanna Club. Developer shall initially pay this sum by paying to the Association the sum of One Hundred Seven and 41/100 Dollars (\$107.41), within fifteen (15) days after the closing of the sale, or the first leasing as a Leased Lot, of each Lot by Developer where the Lot sold or leased as a Leased Lot is located in the Future Phases. If Developer has made the required payment upon the first leasing of a Lot as a Leased Lot, Developer shall not be required to make a second such payment if and when the Lot is later sold.
- 9.7 Developer shall deposit the sum of Five Hundred and No/100 Dollars (\$500.00) with a title company of Developer's choosing upon the closing of sale by Developer, or the first leasing as a Leased Lot by Developer of each of the nine hundred seventy fifth (975th) through one thousand four hundred seventy fourth (1,474th) Lots of Savanna Club. Such sums shall be held in escrow in an interest bearing account and shall be released to the Association for the following purposes:
- (a) Up to one Hundred Sixty Thousand Dollars (\$160,000.00) shall be released upon the submission of paid bills together with supporting affidavit to the title company for capital expenditures which relate to any of the following items: road improvement, clubhouse, recreational amenities including golf course and common area buildings, landscaping, pool, spa, parking lot, common area drainage, water distribution system and lake pumps;
 - (b) Up to Fifteen Thousand Dollars (\$15,000.00) shall be released for the maintenance of the Facility, upon the submission of paid bills together with supporting affidavit to the title company;

- (c) Up to Seventy Five Thousand Dollars (\$75,000.00) shall be released for maintenance, repair, replacement and improvements to the clubhouse, upon the submission of paid bills together with supporting affidavit to the title company; and
- (d) No limitation for any monies over and above the foregoing.

To the extent that the monies escrowed as stated above are less than Two Hundred Fifty Thousand (\$250,000.00) Dollars, the Developer shall pay to the Association at the time of the closing of the sale of, or the first leasing as a Leased Lot of, the last Lot in Savanna Club by the Developer, the difference between the amount actually escrowed and \$250,00.00, to be held in escrow as referred to above. The cost of the title company shall be borne by the Developer. Interest earned on funds deposited in escrow shall be the property of the Association, and shall be paid by the title company to the Association without limitation, on a quarterly basis.

- 9.8 Sums due and payable under Section 9.5, 9.6 or 9.7 with respect to a Lot shall be treated as Assessments against that lot for the purpose of remedies for nonpayment.

ARTICLE X

INSURANCE

- 10.1 Association Coverage. The Association shall obtain and pay the premiums for hazard, fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Areas. The Association shall also obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability for hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association (and the Developer until the Transfer Date), as their respective interest may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the "Insurance Trustee" (as hereinafter defined).

- 10.2 Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses, and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.
- 10.3 Flood Insurance. If any part of the Common Areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be one hundred percent (100%) of the current replacement cost of any Common Area improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.
- 10.4 Owner Coverage. Each Owner shall maintain a policy to insure his home, Lot, and improvements thereon against casualty loss, which shall include coverage for the following:
- A. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
 - B. All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;
 - C. A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.
 - D. Appliances delivered as original equipment in each single-family home, such as dishwasher, washer, dryer, refrigerator, range, and water heater, or replacements of like kind and quality;
 - E. Cabinets, carpets and vinyl floor coverings installed as original cabinets or floor coverings in each single family home, or replacements of like kind and quality;
 - F. Inside paint applied as original wall finishing or replacements of like kind or quality;
 - G. Non-load-bearing interior walls; and
 - H. Glass sliding doors and screens for limited perils only, per policies.
- 10.5 Reconstruction and Repair after casualty.
- A. Under ordinary circumstances homes which are damaged by casualty shall be reconstructed and repaired or replaced.

- B. Although it is impossible to anticipate all problems which may arise from a casualty the intent is to try to assure that the overall quality development plan of Savanna Club is maintained by requiring damaged homes to be rebuilt, repaired, or replaced and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair or replacement must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board.
- 10.6 All insurance shall be issued by a company authorized to do business in the State of Florida.
- 10.7 All insurance policies purchased by the Association shall be for the benefit of the Association and the home Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

ARTICLE XI

ESTABLISHMENT AND ENFORCEMENT OF LIENS

- 11.1 All assessments for Association Expenses, including special assessments or same, and all installments thereof, (collectively, the "assessments") with interest thereon, late fees, and costs of collection, including reasonable attorneys' fees and costs at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon the Lot against which such assessments are made. Each assessment against a Lot, together with such interest thereon at the highest rate allowed by law as amended from time to time, late fees in the highest amount or rate allowed by law as amended from time to time, and costs of collection thereof, including attorneys' fees and costs, shall be the personal obligation of the person, persons or entity owning the Lot assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of St. Lucie County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a Lot as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable for the share of assessments, interest, late fees, and other costs of collection, including, without limitation, attorneys' fees and costs, pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure of deed in lieu of foreclosure as provided by applicable law as amended from time to time. Any unpaid share of assessments shall be deemed to be assessments collectible from all Lots, as the necessity may arise in the discretion of the Board.

- 11.2 In the event any Owner shall fail to pay assessments or any installment thereof charged to his Lot within fifteen (15) days after the sums becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.
- A. To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
 - B. To advance on behalf of said Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.
 - C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.
 - D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.
- 11.3 The Association may also record a lien against a Lot for the non-payment of a fine levied in accordance with the Association's By-Laws and applicable law, as the same may be amended from time to time. Such lien may be collected and foreclosed in the same manner as assessments as provided in this Article XI of the Declaration to the extent permitted by applicable law, as the same may be amended from time to time.

ARTICLE XII

ENFORCEMENT OF DECLARATION

- 12.1 The enforcement of this Declaration may be by proceeding at law for damages and/or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Developer, the Association, or any Owner may, but shall not be required to, seek enforcement of the Declaration and shall by his actions be deemed to have indemnified the Developer and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

ARTICLE XIII

AMENDMENT OF DECLARATION

- 13.1 Proposal. Any amendment to this Declaration shall be proposed by the affirmative vote of a majority of the Directors present at a duly called meeting of the Board of Directors where a quorum is present, or by written petition to the Board of Directors signed by the Voting Members of one-fourth (25%) of the Lots, or by the written request of the Developer to the Board of Directors.
- 13.2 Procedure; Notice and Format. Except as otherwise provided by Florida law, or by specific provisions of the Declaration, upon any amendment to this Declaration being proposed as provided above, the proposed amendment shall be submitted by the Board of Directors to a vote of the Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special Members' meeting. The Board of Directors shall cause notice of the Members' meeting at which a proposed amendment is to be considered to be given in accordance with the By Laws of the Association. The full text of the amendment to the Declaration to be considered shall be included in such notice. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISION ____ FOR PRESENT TEXT."
- 13.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of the Declaration, the amendment of this Declaration shall require the affirmative vote of and not less than seventy-five percent (75%) of the members present, in person or by proxy, at the Annual Members' Meeting or a special meeting of the membership.
- 13.4 Certificate: Recording. A copy of each adopted amendment and any required joinders shall be attached to a certificate executed by an officer of the Association attesting to the fact that the amendment to the Declaration was duly adopted. The certificate shall on the first page state the book and page of the Public Records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment (and any joinders) are recorded in the Public Records of St. Lucie County, Florida.
- 13.5 Provisos. Notwithstanding any provision contained in this declaration to the contrary:
- (a) No amendment shall operate to unlawfully discriminate against any Lot or class or group of Owners or Lots. A copy of any amendment

shall be furnished to each Owner as soon after recording thereof amongst the Public Records of St. Lucie County, Florida as is practicable.

- (b) No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owner(s) of any mortgage(s) or impair the priority or validity of any mortgage(s) unless the particular mortgagee(s) shall join and consent in the execution of the amendment. The notice referred to and described in Section 13.2 above shall also be given to any mortgagee which has advanced funds, or is under contract to advance funds, to the developer for the acquisition or construction of Savanna Club, and of which the Association has received written notice from the Developer (an "Acquisition or Construction Mortgagee"). A copy of any amendment shall be furnished to (a) any Acquisition or Construction Mortgagee and (b) such Institutional Mortgagees as have made written request for copies of amendments to the Declaration, as soon after recording thereof amongst the Public Records of St. Lucie County, Florida, as is practicable.
- (c) Developer retains the right under Section 2.3 of the Declaration to annex additional property to the Property upon the recordation by the Developer of an Amendment to this Declaration in the Public Records of St. Lucie County, Florida. No consent of the Association or of any other entity or individual shall be required provided that the property to be annexed is within the overall area known as Savanna Club.
- (d) No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to the Developer, unless the Developer shall join and consent in the execution of the amendment. The notice referred to and described in Section 13.2 above shall also be given to the Developer. A copy of any amendment shall be furnished to the Developer as soon after recording thereof amongst the Public Records of St. Lucie County, Florida, as is practicable.
- (e) An amendment to this Declaration to correct a scrivener's error, defect or omission need not be submitted for a vote of the members and may be adopted by a vote of a majority of the entire Board of Directors. A copy of such an amendment shall be furnished to each Owner, the Developer and all institutional mortgagees as soon after recording thereof amongst the Public Records of St. Lucie County, Florida, as is practicable.

ARTICLE XIV

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the homes in the Savanna Club community, the sale or lease of homes shall be subject to the following provisions:

- 14.1 The Owner shall notify the Association in writing of his intention to sell or lease his home and furnish with such notification a copy of the contract for sale or lease, whichever is applicable.
- 14.2 Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than ninety (90) days, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. It shall be the obligation of all Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. An owner, by leasing his home, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement. Provided, however, that the Owner shall continue to be fully responsible for all actions of his lessee including compliance with all the provisions of this Declaration and the requirement for the payment of assessments for the Lot.
- 14.3 In the event of a sale it shall be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future maintenance bills and other correspondence from the Association.
- 14.4 Except as provided in Paragraph 14.5 below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which run with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.
- 14.5 Notwithstanding the provisions of Paragraph 14.3 above, in the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of any provision of the Declaration is corrected.

- 14.6 Notwithstanding anything in this Declaration to the contrary, including the provisions of this Article XIV, Developer hereby reserves the right to rent or lease Lots or homes within Savanna Club, upon such terms and for such length of time as Developer determines in its sole and absolute discretion. Notwithstanding any prohibition set forth in this Declaration, while it is not the intention of Developer to lease or rent Lots or homes, the above right, which the Developer has reserved with respect to same, will only be exercised by Developer dependent upon economic conditions, as determined solely by Developer.

ARTICLE XV

TERMINATION

- 15.1 This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Owners, and upon the affirmative written consent of eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering Lots.
- 15.2 If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every Owner of a Lot by acquiring title to his Lot covenants and agrees, that the termination documents shall require:
- A. That all homes shall continue to be used solely as single family residences.
 - B. All Common Areas shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his prorata share of expenses to continually maintain the Common Areas.
- 15.3 The Owners and their grantees, successors, and assigns by acquiring title to a Lot, covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and insure to the benefit of Developer, the Association, the Owners, institutional mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of St. Lucie County, Florida, an instrument signed by at least eighty percent (80%) of all institutional mortgagees holding mortgages encumbering the Lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.
- 15.4 If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Areas shall be conveyed to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XVI

MISCELLANEOUS

- 16.1 The failure of the Developer, the Association or any Owner to object to an Owner's or other person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.
- 16.2 Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.
- 16.3 Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.
- 16.4 In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- 16.5 The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees. All Institutional Mortgagees, upon request, shall be entitled to written notification from the Association of (a) any default by an individual Owner of any obligation hereunder not cured within sixty (60) days, (b) any condemnation loss or any casualty loss which affects a material portion of the plan of development or any Lot encumbered by such mortgages, and (c) any cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- 16.6 The Association is required to make available to Owners and to lenders, holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing Savanna Club or the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances.
- 16.7 Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.
- 16.8 Should the Association fail to pay the real estate ad valorem taxes or personal property taxes assessed against the Common Areas, or should the Association fail

to pay the premiums on the fire and extended coverage insurance policy required to be maintained by the Association, any first mortgagee holding a mortgage on a Lot may pay said taxes, premium on the fire and extended insurance policy, if said policy, required to be obtained by the Association, has lapsed, and following such advance by the first mortgagee, the Association shall immediately reimburse said first mortgagee for said advance. Nothing contained herein shall obligate any first mortgagee to pay taxes or insurance premiums or obtain insurance policies of any type or nature with respect to the Common Areas.

- 16.9 Should an Owner default in paying any assessment of the Association and should said default not be cured within sixty (60) days, the Association shall notify, where applicable, the holder of the first mortgage on the Lot of said Owner, provided that said holder of the first mortgage has advised the Association in writing that it holds a first mortgage on the applicable Lot. The notification requirement contained in this Paragraph shall not prohibit or in any way limit the right of the Association to foreclose a lien recorded against the Lot for non-payment of assessments of the Association.
- 16.10 Notwithstanding any provision contained to the contrary in the Declaration, Articles of Incorporation or By-Laws, the Developer, and not the Association, shall be responsible for the maintenance, repair and replacement of all Common Areas in a residential phase annexed to the Property in accordance with the provisions of Section 2.3 of this Declaration after the effective date of this amendment, up to the date of recording in the Public Records of St. Lucie County of the first deed to a purchaser of a Lot from the Developer in the particular residential phase. Beginning with the date of recording of such deed, the Association will then assume responsibility for the maintenance, repair and replacement of the Common Areas in the residential phase.

EXHIBIT "A"

THE PROPERTY

All of SAVANNA CLUB PLAT NO. ONE as recorded in Plat Book 24, pages 7 and 7A through 7D of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT NO. TWO as recorded in Plat book 24, Pages 15 and 15A through 15C of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT NO. THREE, according to the Plat thereof, recorded in Plat Book 28, Pages 8 and 8A through 8D of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT PHASE THREE, according to the Plat thereof, recorded in Plat Book 34, Pages 13 and 13A through 13C of the Public Records of St. Lucie County, Florida, being a re-plat of Parcel 3 of SAVANNA CLUB PLAT NO. FOUR, as recorded in Plat Book 30, Page 15 of the Public Records of St. Lucie County, Florida; and

Parcels D1, D2, D3 and D4 of SAVANNA CLUB PLAT NO. FOUR as recorded in Plat Book 30, Page 15 of the Public Records of St. Lucie County, Florida.

ARTICLE XVII

OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988

17.1 Definitions. The following definitions shall apply.

- A. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub. L. 100-430, approved September 13, 1988; 102 STAT. 1619), as amended from time to time.
- B. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development, which became effective on or about March 12, 1989, as amended from time to time.
- C. "Association expenses" shall be deemed to include those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.
- D. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807 (b) (2) (c) of the ACT.
- E. The terms "occupy" and "occupancy" shall be understood to be used herein in the same manner as such terms are used in Section 807 (b) (2) (c) of the ACT and in the ADMINISTRATIVE RULES.

17.2 Statement of Intent. It is hereby declared that the Association desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It has been and is more specifically the desire and intention of the Association to continue to qualify for the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting these amendments, the Association shall take such actions as may be required by the ACT and ADMINISTRATIVE RULES to publish its intention to adhere to policies and procedures which demonstrate an intent to provide housing for older persons.

17.3 Occupancy by Older Persons (55 or Over Housing).

- A. General. Except for persons who are "grandfathered" as provided for in Section 17.4 below, and except for persons referred to in Section 17.3B below, no Lot shall be occupied or be permitted to be occupied unless there

is at least one (1) person occupying the Lot who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 4.16 of this Declaration.

B. Exceptions; Future Occupancies. The following future occupancies of a Lot shall be permitted, even though no Occupant of such Lot has attained the age of 55 years; provided that the occupancy is not otherwise prohibited by Section 4.16, Section 4.17 or any other Section of this Declaration, and further provided that at the time that the exception is sought, not less than 80% of the Lots are occupied or considered occupied by at least one person 55 years of age or older:

1. Occupancy by a surviving spouse, or by a surviving non-spouse companion provided that the residence of the surviving companion was the same as that of the deceased at the time of death.
2. Occupancy by any person who obtains ownership of a Lot by virtue of an Owner's death.
3. Occupancy by a caregiver and/or professional medical personnel providing care to and based on the medical needs of permitted occupant(s).
4. Occupancy by an Owner's family members where necessary for the medical needs of the Owner.
5. Occupancy of a Lot by guest(s) when the Owner is not present on the Lot, provided that such occupancy is limited to sixty (60) days total in a calendar year. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The Owner shall be considered to be not present on the Lot when the Owner does not stay overnight on the Lot along with the guest(s). The foregoing is subject to any other provisions in this Declaration or in the Rules and Regulations relative to guests.

C. Each Owner shall be responsible to ensure that his lessees, residents, guests and invitees of the Lot comply with the requirements of the Article XVII.

17.4 Grandfather Provisions. The occupancy requirements of Section 17.3A above shall not apply to the following persons, who shall be "grandfathered" (that is, obtain grandfather status) and be permitted to occupy their Lot, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 4.16, Section 4.17, and other Sections of this Declaration and provided that they register or have registered with the Association as provided for below:

A. Owners. All Owners of a Lot on the Effective Date of this Amendment, including their present or future spouse and family members

- B. Lessees. Any lessee(s) of a Lot under a valid written lease, which was fully executed prior to the Effective Date of this amendment, but only for the duration of the lease (and not for any renewal).
- C. Understanding. The fact that a person under the age of 55 years is given grandfather status, or is provided an exception under Section 17.3B above, shall not entitle the permanent occupancy on the Lot by any other person unless:
 - 1. At least one (1) person occupying the Lot is 55 years of age or older; or
 - 2. That other person is also accorded grandfather status; or
 - 3. That other person is granted an exception under Section 17.3B above.

17.5 Registration Required. All current Occupants must register with the Association within ninety (90) days after the Effective Date of this amendment, by delivering the items referred to below. No Occupant shall attain grandfather status unless the Occupant has properly registered. All Owner(s) who obtain record title to a Lot after the Effective Date of this Amendment and all other Occupants to take occupancy of a Lot after the Effective Date of this Amendment shall, prior to the obtaining record title and taking occupancy and/or as part of the notice procedures set forth in Article XIV of this Declaration, register with the Association by delivering the items referred to below. The items to be delivered for registration are as follows:

- A. A fully completed and signed Registration/Proof of Age form to be provided by the Association; and
- B. Documentation demonstrating Proof of Age as provided for in Section 17.6 below; and
- C. In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).
- D. Proviso. Any Occupants who have previously delivered all of the foregoing items to the Association shall be considered already registered, and need not register again. Guests not residing (temporarily or otherwise) on a Lot need not register.

17.6 Documentation Demonstrating Proof of Age. Documentation demonstrating Proof of Age shall include birth certificate, driver's license, baptismal certificate, voter's registration card, passport and/or any other equivalent documentation showing Proof of Age.

17.7 Registration/Proof of Age Form. The Association shall make available a Registration/Proof of Age form to all Owners. It shall be the responsibility of the

Owner, not the Association, to provide any other Occupant(s) of the Owner's Lot with the form for the Occupant(s) to complete and return to the Association.

- 17.8 Presumption. Should any Occupant fail or refuse to provide a signed Registration /Proof of Age form or documentation demonstrating Proof of Age as required in Section 17.5, the Association shall be justified in assuming that such person is not 55 years of age or older.
- 17.9 Special Power and Duty. It is hereby recognized that the Board of Directors has to power to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for Savanna Club to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. It is furthermore a duty of the Board of Directors to take such steps as are reasonably necessary, subject only to limitations of this Declaration, or the Articles of Incorporation and By-Laws, for Savanna Club to continue to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.
- 17.10 Remedies. The remedies provided for in Section 12.1 and 14.5 of this Declaration shall apply to enforcement of this Article XVII.
- 17.11 Developer. This Article XVII shall be binding on the Developer with respect to the sale or leasing of Lots by the Developer, notwithstanding any provision to the contrary provided in Section 14.6 above or in any other section of this Declaration.

ARTICLE XVIII

PRIORITY IN THE EVENT OF CONFLICT

In the event of conflict between or among the provision of any of the following, the order of priority shall be from highest priority to lowest:

1. The Corporate Statute.
2. Other Federal or Florida Statutes which apply.
3. This Declaration.
4. The Articles of Incorporation.
5. The By-Laws.
6. Rules and Regulations promulgated by the Board of Directors and guidelines adopted by the Architectural Control Committee.

ARTICLE XIX

LAND SALES

- 19.1 Developer may sell lots in Savanna Club under agreements whereunder the closing of the purchase of the vacant lot (the "Lot Closing") will occur before the closing of the Home to be located thereon (the "Home Closing").
- 19.2 If a purchaser's Home Closing has not occurred:
- A. The purchaser may not occupy or install or construct anything upon the Lot, nor may the purchaser use any of the common area until the purchaser is obligated to pay an assessment under Section 19.2.C below.
 - B. The purchaser's Lot shall not be counted as a Lot for the purpose of calculations under Subsection 9.3C of this Declaration.
 - C. Beginning on the second anniversary of a purchaser's Lot Closing, the portion of Association expenses assessed against such purchaser's Lot shall be Twenty-Five Dollars (\$25.00) per month. This amount shall increase on each succeeding anniversary of the purchaser's Lot Closing, through the tenth (10th) anniversary of the purchaser's Lot Closing, by ten percent (10%). For example, commencing on the third (3rd) anniversary of a purchaser's Lot Closing, the portion of Association expenses assessed against a purchaser's Lot shall be Twenty-Seven and 50/100 Dollars (\$27.50) per month. At no time, however, shall the portion of Association expenses assessed against such purchaser's Lot be greater than the portion of Association expenses assessed against Lots containing Homes in the Plat in which the purchaser's Lot is located.

EXHIBIT "B"

SAVANNA CLUB

All of SAVANNA CLUB PLAT NO. ONE as recorded in Plat Book 24, Pages 7 and 7A through 7D, inclusive, of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT NO. TWO, as recorded in Plat Book 24, Pages 15 and 15A through 15C, inclusive, of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT NO. THREE, as recorded in Plat Book 28, Pages 8 and 8A through 8d, inclusive, of the Public Records of St. Lucie County, Florida; and

All of SAVANNA CLUB PLAT NO. FOUR as recorded in Plat Book 30, page 15, of the Public Records of St. Lucie County, Florida.

SAVANNA CLUB HOMEOWNERS ASSOCIATION

1ST YEAR ANNUAL BUDGET

Administration	\$ 45,600.00	
Office Supplies	1,000.00	Monthly
Telephone	1,500.00	
Sewer Plant	24,500.00	
Utilities	5,000.00	
Refuse Removal	15,000.00	
Insurance	5,000.00	
Taxes	10,000.00	
Surface Water Management	10,000.00	
Landscaping	17,000.00	
Water	20,000.00	
General Maintenance	1,000.00	
Security	36,000.00	
Social Director	10,000.00	
	\$201,600.00	
Total		
Assessment \$40.00 per month		