

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
BRIDGEHAMPTON ESTATES**

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

THIS DECLARATION, made on the date hereinafter set forth by the MG Heine Vero, LLC, Inc. its successors or assigns, herein after referred to as "DEVELOPER",

WITNESSETH THAT:

WHEREAS, Developer holds the fee simple title to the real property described in Article II of this Declaration and desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservations of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners, and

WHEREAS, DEVELOPER has incorporated under the laws of the State of Florida, a non-profit corporation, known as BRIDGEHAMPTON ESTATES HOMEOWNERS ASSOCIATION LLC, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the BRIDGEHAMPTON ESTATE HOMEOWNERS ASSOCIATION LLC.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the properties as common properties, and any non-governmental roads, and the entry way to the subdivision shown on the plat.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of The Properties with the exception of Common Properties.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to a lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.
- (g) "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1 hereof.
- (h) "Developer" shall mean and refer to the MG Heine Vero, LLC, or:
 - (i) Any person or entity who succeeds to the title of Developer to all or a portion of the properties by sale or assignment of all of the interest of the Developer in the properties, if the instrument of sale or assignment expressly so provides, or
 - (ii) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such

person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-Laws of the Association.

- (i) "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.
- (j) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Indian River County, Florida, and is more particularly described as follows:

Legal Description:

The East ½ of the East 10 Acres of the West 20 Acres of Tract 7 and the West ½ of the East 10 Acres of the West 20 Acres of Tract 7, Section 4, Township 33 South, Range 39 East, according to the last general plat of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, of the public records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.

Less and except that portion thereof conveyed in warranty deed recorded in official record book 1478, page 1300, Public Records of Indian River County, Florida.

The Developer may submit additional lands to this Declaration by recording a written instrument in the Public Records of Indian River County, Florida submitting such additional lands to the terms and conditions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot which is subject to covenants of record assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a

member.

Section 2. Voting Rights. As long as the Developer is the owner of a lot, the Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot which is owned by more than one person.

B: The Class B member shall be the Developer. The Class B member shall be entitled to twenty-nine (29) votes. When the Developer no longer owns a lot, the Class B Membership shall cease to exist.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Except for the Developer, each Owner of any lot or living unit by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) annual assessments or maintenance charges; and
- (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the assessment become due and payable, and such owners' successors in title.

The Developer shall not be obligated to pay any assessments or maintenance charges until it changes.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the Association and for promoting the health, safety, and welfare of the residents of the properties including the maintenance and improvement of the common properties entry way, non-governmental roads, streets and right of way, the payment of taxes thereof, to maintain adequate reserves for working capital and replacement repair of capital items, and such other purposes as may be decided by the Association.

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

Section 3. Basis and Maximum Amount of Annual Assessments. The annual assessment for each lot in the properties shall be payable semi-annually, in advance, on the first day of each month, one-half (1/2) payable on February 1st of each calendar year and one-half (1/2) payable on August 1st of each calendar year.

- (a) The annual assessment for each calendar year shall be established by the Board of Directors and except for initial annual assessment, may be increased without approval by the membership as set forth herein by an amount not to exceed ten percent (10%) of the annual assessment for the previous year.
- (b) The maximum annual assessment may be increased without limit provided such increase is approved by a majority vote, either in person or by proxy, of the votes entitled to be cast at a duly called meeting of the members. Notice shall be given to all members of the members of the proposed increase not less than ten (10) days prior to the meeting.
- (c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the common properties, including the necessary fixture and personal property related thereto, provided that any such assessment is approved by a majority vote, either in person or by proxy, of the votes entitled to be cast at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. Working Capital. A working capital contribution of equal to one-sixth (1/6) of the annual assessment shall be paid by the initial purchaser of a lot from the Developer.

Section 6. Quorum of any Action Authorized Under Section 4 and Section 5. At the meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those members who are entitled to vote shall constitute a quorum.

Section 7. Proration of Annual Assessment. Annual assessments shall be prorated between the Owners and the Association based upon the date of the deed of conveyance to the Owner except that, pro-rations shall be made as of the first day of the month following conveyance from the Developer.

Section 8. Effect of Non-Payment – Lien In Favor of the Association. If a payment of an annual or special assessment is not paid when due, it shall be considered delinquent. If such assessment shall remain delinquent for thirty (30) days, then it shall bear interest at eighteen percent (18%) per annum. There shall exist in favor of the Association a continuing lien securing all delinquent assessments, interest, and costs of collection, including reasonable attorney's fees. The Association may, but is not required to, file a notice of such lien in the Public Records of Indian River County, Florida.

Each owner, and such owner's successors in title, shall be personally liable for all annual assessments, and special assessments, including all interest and costs of collection, including reasonable attorney's fees.

The Association may bring an action at law against the owner personally or to foreclose its lien and shall be entitled to recover in addition to the amount of the delinquent assessment, and interest thereon, the costs of such action and its reasonable attorney's fees.

Section 9. Subordination of the Lien Mortgages. The continual lien for unpaid assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have been due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use;
- (b) all common properties as defined in Article 1, Section 1, hereof.
- (c) all lots owned by the Developer.

ARTICLE V

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, down spouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance, it shall in writing give notice to the Owner of a specific lot the reasons why the Association intends to provide maintenance and the Owner shall have fifteen (15) days to provide the required maintenance at Owner's cost. If the Owner does not provide the necessary exterior maintenance, then the terms of this Article shall apply.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Association, benefiting from same. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Association. If an allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments against a lot shall be considered part of the annual or special assessments against that lot. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for in regard to other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV herein, above.

Section 3. Access Reasonable Hours. For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

Section 4. Duties of Association. The Association shall be responsible for the maintenance; operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE VI

USE OF COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties shown on the plat and any non-governmental roads, and the entry way to the subdivision, and such easement of enjoyment shall be appurtenant to shall pass with the title to every lot or living unit.

Section 2. Title of Common Properties. The Developer may retain the legal title to the common properties until such time as the improvements thereon have been completed and until such times as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties of development to the Association, free and clear of all liens and encumbrances, at such time as the Developer no longer owns a lot.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed fifteen (15) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3) majority of all of the members of the Association entitled to vote. Notice of any such meeting shall be given to every member not less than ninety (90) days in advance of the meeting.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvements or structure of any kind including without limitation any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alternation therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Criteria of the Association, attached hereto as Exhibit "A" and made a part hereof, as the same may from time to time be adopted and amended.

Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

Section 3. Additional Powers and Duties of the ARC. The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Guidelines. Any modifications or amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Contractors and Subcontractors Rules and Regulations. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations, as the same may from time to time be amended.

ARTICLE VIII
RESTRICTIONS

Section 1. Residential Use. The properties may be used for residential living units and for no other purpose except that Developer and builder's approval by Declaration may use one or more lots for sales offices or model homes, and further:

- (a) No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof.
- (b) No building or other improvements shall be erected, altered, or improved upon any lot without the prior ARC approval thereof as elsewhere herein provided.
- (c) When the construction or any building is once begun, work thereon must be completed within one (1) year.
- (d) No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

Section 2. Pets. No animals, livestock, birds, or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds in which no more than (2) may be owned as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air-conditioned homes with the windows closed.

Section 3. Clothes Drying Area. There shall be no clothes lines or drying yards on any part of the property.

Section 4. Trucks and Other Vehicles. Only four-wheel passenger automobiles, sports utility vehicles and light pickup trucks shall be parked upon any lot. No commercial medium or heavy duty highway vehicle or work truck will be allowed except service or construction companies using trucks in the normal course of their business. No maintenance or repair be performed upon any motor vehicle upon any lot. All other types of vehicles, including vans and commercial vehicles, must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored, or parked on the owner's property.

Section 5. Boats. No boats shall be allowed on the property except within enclosed garages. No boat houses shall be permitted on the property.

Section 6. Signs. No sign of any kind shall be displayed to the public view of any lot except for any sign displaying the word the Builder or Developers name.

Section 7. Condition of Lots. Upon construction of a dwelling, all owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other lots in the subdivision.

- (a) All lots must be mowed and property maintained to avoid unsightly appearance.

- (b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time, provided that a house is under construction, the Owner may store construction materials on the lots.
- (c) In the event that any owner shall fail or refuse to keep his lot in accordance with this restriction, then after fifteen days written notice, the Association may enter upon said lot and remove the same at the expense of the owners, and such entry shall not be deemed a trespass.
- (d) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots. Each vacant lot must be mowed or under brushed, regularly, and at no time may growth thereon exclusive of trees, exceed twenty-four (24) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a lot except as such underground tanks required for heating, cooking or air conditioning.

ARTICLE IX

ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving part in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendants in such proceedings.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

ARTICLE X

HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Developer, the Association and members thereof.

ARTICLE XI

EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certificates, on the public records of Indian River County, Florida.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violations. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

Section 2. Speed Limit. The speed limit in BRIDGEHAMPTON ESTATES is 15 M.P.H. All traffic directional signs are to be followed. Association has been directed to void the construction pass of violators.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4. Amendment. This Declaration may be amended at any time from time to time by an affirmative vote either in person or by proxy, of not less than two-thirds (2/3) of the vote at any regular or duly called special meeting of the members after no less than thirty (30) days advance notice and written submission of the proposed amendments to the members. Any amendments which would modify or terminate any right or reservations granted to the Developer in this Declaration must first be approved in writing by the Developer.

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

Section 5. Usage. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easements area of each lot and all improvements in it shall be maintained continuously by each Owner of a lot encumbered by such easement, except for those improvements for which a public authority or utility is responsible.

ARTICLE XIV

DEFAULT

The Developer or other holder of any mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance of lien thereof or a purchaser at a judicial sale, resulting from the foreclosure of said mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lots or chargeable for the former lot Owner which become due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all of the lot Owners on a pro-rata basis if the Association deems same necessary.

Any person who acquires an interest in a lot except through foreclosure of a mortgage shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

ARTICLE XV

SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface or Stormwater Management System shall be permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE XVI

LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

IN WITNESS WHEREOF, the said Developer has caused these presents to be Executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 16th day of August, 2019.

DEVELOPER:
MG HEINE VERO, LLC.

BY: [Signature]

Its: Owner / Developer MG Heine Vero, LLC

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Chris Heine, personally known to me and known to me to be the Owner / Developer of MG Heine Vero, LLC and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 16th Day of August, 2019.

[Signature: Kate Roach]
Notary Public, State of Florida

My Commission Expires: August 2, 2022

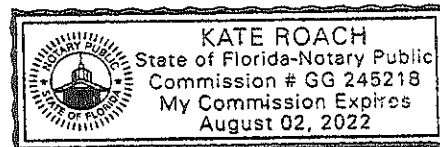


EXHIBIT "A"

Architectural Guidelines BRIDGEHAMPTON ESTATES

Building Policies and Guidelines

A) Building Setbacks:

Front: 20 feet
Rear: 20 feet
Side: 10 feet

B) Easements: No permanent structures to be built within any easement.

C) Minimum square foot air-conditioned space: 1,800 S/F.

Architectural Standards

A) Materials, Colors, and Finishes:

1) Exterior wall finishes:

Recommended:

Stone

Stucco

Brick

Not Allowed:

Vinyl Siding

Exterior Plywood Siding

Asphalt Siding

Painted Lap Siding

Metal Siding

2) Exterior Colors shall be approved by the Architectural Review Board.

B) Roofs and Roofing Material:

1) Minimum roof slope is 5:12 on the main roof

Recommended Material:

Cement Tile

Architectural (Dimensional) Shingle

Metal Seam

C) Doors, Windows:

1) Front: Single with or without side panel's architectural accent or double doors.

- 2) Garage, minimum two car
- 3) Louver windows are not permitted.
- 4) Reflective window film or windows with a mirror look or effect shall not be permitted except as the ARC, in its discretion, may permit.

D) Driveways:

- 1) Minimum width 12 feet (excluding motor court area) with 2-foot minimum setback from side property lines.

Recommended Materials:

Concrete
Concrete with Brick Bands
Stamped Concrete
Tabby Concrete
Locking Brick Pavers

Not Allowed:

Asphalt
Gravel, loose stone

- E) Garages - All garages must accommodate at least two cars.

- F) All exterior elevations to be approved by the Architectural Review Committee.

Additional Items:

- A) Location of Solar Heaters must to be approved by the Architectural Review Committee.
- B) Screen Enclosures are permitted subject to approval as to materials, color and location by the ARC.
- C) Fences are permitted between the rear of the residential structure (as extended to the side lot line) and the rear lot line, provided such fence is no more than six (6) feet high and conforms to applicable governmental ordinances and the approval of the ARC. For purposes of definition and clarification the words "rear of the structure" As used in this paragraph, shall exclude a screened pool/patio and or screed porch.
- D) Mailboxes must be uniform through-out the community and approved by the ARC.
- E) Above ground pools are not permitted.
- F) Aluminum patio roofs are not permitted.

- G) 24" or smaller dish antennas are permitted as long as they are screened and located as approved by the ARC.
- H) Parking of recreation vehicles, boats, campers, pick-up trucks with commercial lettering, racks or equipment etc. is permitted only in the enclosed garage.

Engineering Requirements

- A) Minimum finish floor elevation shall be 18 inches above the crown of the adjacent roadway at its lowest point, or the minimum floor elevation as established by F.E.M.A. or the City of Sebastian whichever is greater.
- B) The maximum finish first floor elevation shall be 1 foot above the minimum.

Landscape Requirements

- A) Each home shall have a minimum of two Live Oak Trees (or approve equal), 10 feet high with a 2-inch caliper, one within 5 feet of the side lot line and the other in the approximate center of the lot.
 - B) Total lot area (excluding the natural buffer) including road right-of-way must be sodded or landscaped.
 - C) Automatic irrigation systems are required.
 - D) All sod must be St. Augustine, Floratam
 - E) Front yards must have a minimum of 250 square feet of planter beds.
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Architectural Review Committee (ARC)

- A) Purpose
The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in architectural themes and maintain harmony between all residences.
- B) Scope of Responsibility
The ARC has control over all construction within the community. All construction must first be approved by the ARC.
- C) Enforcement Powers
Should an architectural violation occur, the Association has the right to injunctive relief including placing a lien upon the property to require the owner to stop, remove, and or alter any improvement in a manner which complies with the standards established by the Association. Approval by the ARC does not relieve the owner of his/her obligation to receive any additional governmental approvals, if required.
- D) Limitation of Responsibilities
The primary goal of the ARC is to review the application, plans, specifications, materials and samples to determine if the proposed structure conforms with the design criteria and guidelines as set forth by the ARC. The ARC does not assume responsibility for such things as structural adequacy, conformance with local or state building codes, safety requirements, or governmental laws and ordinances.
- E) Committee Members
The ARC shall consist of at least three but no more than five individuals appointed by the Bridgehampton Estates Property Homeowners Association.
- F) Variances
All variance requests pertaining to an ARC decision must be made in writing to the ARC. Any variance granted shall be considered unique and will not set any precedent for future decisions.
- G) Appeal
If an applicant has been denied, or approval subject to conditions which the owner feels are unacceptable, the owner may request a hearing before the ARC to justify their position. The ARC will review its decision and notify the owner of its final decision within (10) day of the hearing.
- H) Construction Inspections
Periodic inspections may be made by the ARC while construction is in progress

- I) Modification to the Design Guidelines
The ARC may at any time request a change or modification the design guidelines. These changes must be approved by the homeowner's association with a 2/3 majority vote.
- J) Control of the Bridgehampton Estates Homeowners Association
The developer shall retain control of the Bridgehampton Estates Homeowners Association until the sooner of 1) they have sold their final lot or 2) until such time as they deem appropriate.

Architectural Review Process

- 1) The owner makes an application the ARC. The application should include a site plan, floor plans, elevations and specification for the proposed residence. (landscape plans may be submitted at a later date but also must obtain ARC approval)
- 2) A member of the ARC reviews the application and submitted data to determine its completeness. If sufficient information exists to enable the ARC to evaluate the proposed project a meeting of the full board is called. If not, the board member may request additional information from the applicant.
- 3) The ARC reviews the proposed project within thirty days and the owner is notified that the application has been approved, approved with stipulations or disapproved. Reasons for stipulations or disapproval are cited. If the ARC does not notify the owner within thirty days the application is deemed to have been disapproved. A simple majority of the ARC is required to approve or disapprove any project.