

RESTRICTIONS FOR CLUSTER CONDO AREAS

EXHIBIT D-1-A

RESTRICTIONS FOR CLUSTER CONDOMINIUM AREAS

Certain areas on the plat of Spruce Creek Unit 2 are to be developed for condominium or cluster dwellings. These tracts are designated on the plat as tract A, tract B, tract C, tract D, tract E, tract F and tract M, and are hereafter referred to as "Cluster - Condo Tracts." A condominium or cluster group may consist of one or more tracts, and, where necessary or desirable for purposes of administration or maintenance, a condominium or cluster group may be created on a portion of a tract, in which event the perimeter setback shall apply to each portion of the tract.

Each cluster condominium tract shall be improved with several condominium or cluster buildings, with each building containing from one to sixteen dwelling units.

Each owner of a dwelling unit in a condominium or cluster group shall be a member of an association, the membership of which shall be limited to said condominium or cluster group. These associations are hereafter referred to as "Cluster - Condo Associations". Each owner of a dwelling unit shall also be a member of the owner's association (hereafter referred to as the "Association"), the membership of which will include all residents of Spruce Creek Unit 2, all other Spruce Creek Units hereafter platted, and, upon approval of a majority of the lot owners within Fly-In Spruce Creek, Inc. Subdivision Unit I, owners of lots in Unit 1.

The Association shall be responsible for the maintenance and upkeep of the private rights-of-way and for the operation, maintenance and upkeep of the drainage system and the water distribution and sewer collection system located on the Cluster - Condo Tract.

Each Cluster - Condo Association shall be responsible for the maintenance and upkeep of all property and improvements within the tract or tracts which constitute that association's condominium or cluster group except the individual units and except the property and

In order to assure the orderly development of the Cluster - Condo Tract, each Cluster - Condo Tract on the plat of Fly-In Spruce Creek Unit 2 is hereby declared subject to the following covenants, easements and restrictions, and each subject tract shall be developed, held, used, transferred, sold and conveyed subject to the covenants, easements and restrictions hereinafter set forth, and every grantee of any interest in any tract subject to this Declaration, by acceptance of the deed or other conveyance of such interest, shall be subject to this Declaration and to all terms and conditions hereof.

1. Limitation on Use. No buildings shall be located on any Cluster - Condo Tract other than residential condominiums or residential clusters.

2. Limitation on Height. Such buildings shall be not more than 35 feet in height above the average grade at the foundation wall of such structure.

3. Limitation on Density. The maximum density for any Cluster - Condo Tract shall be five units per acre, and buildings shall contain from one to sixteen dwelling units.

4. Setback Requirements. No portion of any building shall be located closer than twenty-five feet to the perimeter road right-of-way. No portion of any building shall be located closer than ten feet to any road, common parking area or driveway which is a part of a Cluster - Condo Tract; provided, however, that no setback shall be required for a parking space or spaces which are limited common elements appurtenant to the nearest dwelling unit for that unit's exclusive use.

5. Unit Separations. Cluster or condominium buildings shall be located so that there is a minimum 20 foot separation from all other buildings.

6. Parking and Traffic. Two parking spaces and/or garages of not less than two hundred square feet each shall be provided for each dwelling unit. Traffic lanes in parking areas shall be not less than twenty-four feet in width.



7. Street Width Requirements. Where two-way traffic is to be permitted on rights-of-way within a Cluster - Condo Tract, such rights-of-way shall be paved to a width of at least twenty feet. Where traffic is limited to one way, the right-of-way may have a minimum paving width of twelve feet.

8. Utilities. All utilities shall be located underground.

9. Minimum Square Footage. All dwelling units shall contain at least 750 square feet of floor area.

10. Architectural Review. No building shall be erected, placed or altered on any Cluster - Condo Tract in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design and quality of construction with existing structures in the Development, and as to location of buildings with respect to topography and finished ground elevation, but a Developer, its successors or assigns are its designated representative. In the event Thompson Properties, Inc. (the Developer) its successors or assigns, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to the Developer, its successors or assigns, or its designated representative; or in any event, if no suit to adjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. The Developer, its successors or assigns, or its designated representatives, shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Developer, its successors or assigns, or its designated representative, shall cease on December 31, 1999.

11. Prohibition Against Temporary Structures. No structure of a temporary nature, trailer, basement, tent or shack shall be erected or maintained on any Cluster - Condo Tract or other property within the



its designees may maintain construction sheds or trailers on the premises during periods of actual construction.

12. Wells and Water Removal. No wells shall be drilled, dug or installed except by the developer, its successors or assigns. There shall be no devices installed or used for removal or extraction of water from any lake, canal, waterway, or pond.

13. Fences. No fences, walls or hedges shall be erected or maintained within ten feet of a golf course perimeter.

14. Waterfront Restrictions. No docks, bulkheads, sea walls, moorings, pilings or other construction shall be erected, placed or kept in or over any lake, canal or waterway located on or adjacent to any Cluster - Condo Tract or on or adjacent to the golf course. No power boats of any kind shall be used or operated on any lake or waterway. Where a Cluster - Condo Tract contains lake, canal, or waterway frontage, the Cluster - Condo Association responsible for maintenance of that tract shall extend the lawn and landscaped areas to the waters edge and shall keep and maintain the bank areas neat and attractive.

15. Antennas. There shall be no exposed radio antennas or masts or towers permitted on any Cluster - Condo Tract. Thirty days from and after the date when connection to a T.V. cable or master T.V. antenna system becomes available, no exposed TV antennae shall be permitted on any Cluster - Condo Tract.

16. Easements. A perpetual easement is reserved to the Developer and its successors and to Fly-In Association and their respective designees over and upon each Cluster - Condo Tract for the installation, construction, maintenance, repair and reconstruction of drainage facilities, utilities, and cable TV or master TV transmission and distribution facilities both for the benefit of the Cluster - Condo Tract and for the benefit of other lots and tracts which the Developer or its successor may hereafter develop.

17. Obnoxious Uses. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which

No commercial activity shall be permitted on any residential Cluster - Condo Tract.

18. Animal Restrictions. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept thereon in reasonable number if not permitted to run loose, and provided they are not kept, bred, or maintained for any commercial purpose.

19. Visible Parking or Storage. With the exception of bicycles and family-type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes, but is not limited to, golf carts, trucks, motor homes, trailers, boats, racing cars, or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair, or regular performance of service functions of the tradesman or owners operating same, but such parking must be limited to the actual time during which such services are being performed. The developer may approve a designated area for storage of the aforementioned vehicles, provided such area is appropriately fenced and screened.

20. Trash and Containers. No unused building materials, junk, or rubbish shall be left exposed on any Cluster - Condo Tract except during actual building operations and no worn-out or discarded automobiles, trucks, commercial vehicles, trailers, housetrailer, machinery, or other vehicles or parts thereof, shall be stored on any Cluster - Condo Tract, and no portion of any tract shall be used for the open storage of junk or waste material. There shall be no open burning of trash. All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled in areas, and must be hidden from view by a structural wall or fence so that they shall not be visible from the adjoining properties, the street or the golf course. No swimming pool of a non-permanent nature, nor any "above ground" pool may be placed, maintained or kept on any Cluster - Condo Tract.

21. Firearms. There shall be no discharging of firearms on the premises.

22. Air Traffic. The Developer, its successors or assigns, or its designated representative, reserves the right to establish special traffic and safety rules for the handling of aircraft traffic on the ground, the utilization of streets and taxiways by aircraft and other vehicles, the parking of aircraft, engine run-up, and other activities peculiar to the Fly-In Community's needs.

23. Lot Maintenance. Nothing shall be done, and no condition shall be allowed to continue which may be or might become a nuisance. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises herein described and said premises shall at all times be kept mowed and clear of debris and vegetation that may be either a health or fire hazard to the area.

In the event that the owners of any Cluster - Condo Tract shall fail or refuse to keep the premises free of weeds, underbrush or refuse, then the Developer, its successors or assigns, or its designated representative, may enter upon said Cluster - Condo Tract and remove such refuse or mow or cut such weeds or underbrush and charge the owners for such services; and such entry on the part of the Developer, its successors or assigns, or its designated representative, shall not be deemed a trespass.

24. Sales and Model Units. Anything herein to the contrary notwithstanding, tract M of the Cluster - Condo Tract may be used for sales office and models by the developer, its successors and assigns.

25. Additional Tracts May Be Added. At any future date the developer may submit additional tracts of land to compliance with these restrictions by filing a document executed with the formality of a deed in the Public Records of Volusia County, Florida, making reference to these restrictions.

26. Waiver. No waiver of any breach of any of the covenants, agreements, or restrictions and conditions herein contained shall be construed as a waiver of any other breach of the same, or other



to enforce any one of such covenants or restrictions be construed as a waiver of any other restriction or condition.

27. Covenants. These covenants are to run with the land and shall be binding on all parties hereto, and all parties claiming under them until December 31, 1999.

28. Violations. If anyone shall violate or attempt to violate any of the covenants, restrictions, agreements or conditions herein, any other person or persons owning any real property situated in the subdivision or the developer, its successors or assigns, or its designee or the property owners association, after giving ten (10) days written notice to such person or persons violating or attempting to violate such covenants, restrictions, agreements or conditions without discontinuance thereof, may commence proceedings at law or in equity to prevent him or them from so doing and/or to recover damages for such violation or violations. All costs of such proceeding, including reasonable attorney's fees, shall be borne by the person violating or attempting to violate these restrictions.

29. Invalidity and Paragraph Headings. Invalidity of any one of these covenants by judgment or by court order shall in no way affect any of the other provisions of these covenants, which shall remain in full force and effect. The paragraph headings shown herein are for reference purposes only and are not intended to limit the paragraph in any manner.