

SUPPLEMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF PELICAN BAY, INCORPORATED  
AND  
NOTICE OF PROVISIONS OF  
ISLANDIA HOMEOWNERS ASSOCIATION, INC.

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This Supplemental Declaration and Notice of Provisions (hereafter referred to as the "Declaration") is made this 17<sup>th</sup> day of May, 1988, by Intervest Construction, Inc. – Vedder Industries, Inc. Joint Venture, a Florida joint venture (successor in interest to Bay Land, Inc., a Florida corporation), with its principal mailing address at 1150 Pelican Bay Drive, Daytona Beach, Florida 32019 (hereafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Pelican Bay, Incorporated, a Florida corporation, executed and filed for record that certain Declaration of Covenants and Restrictions, dated October 30, 1979 and recorded in Official Records Book 2119, Page 102 of the Public Records of Volusia County, Florida (the "Master Declaration"); and

WHEREAS, the Master Declaration has been subsequently amended from time to time by Amendments recorded in the Public Records of Volusia County, Florida; and

WHEREAS, Bay Land, Inc. assignee and successor in interest to Pelican Bay, Incorporated has amended the Master Declaration by virtue of that certain Amendment to Declaration of Covenants and Restrictions executed by Bay Land, Inc. on July 7, 1987 and recorded in Official Records Book 3019, Page 1114 of the Public Records of Volusia County, Florida, and

WHEREAS, said Amendment affects only certain real property as more particularly described therein (the "Released Property") by releasing said property from the terms and provisions of the "Phase V Declaration", as such term is defined under said Amendment, and from the jurisdiction of the Pelican Bay Ranchettes Homeowners Association, Inc. and

WHEREAS, the Amendment further provides that Intervest Construction, Inc. – Vedder Industries, Inc. Joint Venture, a Florida joint venture as successor in interest to Bay Land, Inc. shall have the right to establish, amend, and modify the restrictions and covenants affecting the Release Property or positions thereof and to establish a Homeowners Association to enforce such restrictions and to

represent its members in the Pelican Bay Homeowners Association, Inc. provided that such supplemental restrictions, amendments, and modifications do not conflict with the terms, conditions and restrictive covenants contained in the Master Declaration, as amended, and

WHEREAS, Developer and its grantees are the owners of certain subdivision lots constitating a part of the Released Property, more fully described as follows:

Lots 15B, 16A, 16B, 17A, 17B, 18A, 24A 24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 33A, 33B, 34A, 34B, 35A, 35B, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 40A, 40B, 41A, 41B, Pelican Bay, Phase v, Unit 1, of Record in Map Book 38 at Page 101 through 103 of the Public Records of Volusia County, Florida, and

WHEREAS, there is a need to specify and impose conditions, covenants, and restrictions and to provide for the effective administration of the above described real property, and

WHEREAS, the Developer has caused to be incorporated in Florida a not for profit corporation known as the Islandia Homeowners Association, inc. which has been formed to enforce the conditions, covenants, and restrictions contained in the Master Declaration, as amended, and contained herein.

NOW THEREFORE, the Developer and the other parties joining herein, hereby declare that all of the above described real property, and additions thereto hereafter made in accordance herewith, shall be enjoyed, used, transferred, sold and conveyed subject to the conditions, covenants, restrictions, assessments, affirmative obligations, and liens hereinafter set forth.

## ARTICLE 1 DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any supplement thereto shall have the following meanings, unless the context shall clearly indicate otherwise:

(a) "Association" shall mean the Islandia Homeowners Association, inc. a Florida corporation not for profit, and its successors and assigns.

(b) "Master Association" shall mean the Pelican Bay Homeowners Association, Inc. a Florida corporation not for profit, and its successors and assigns.

(c) "Developer" shall mean and refer to Intervest Construction, Inc. – Vedder Industries, Inc. Joint Venture, a Florida joint venture, and any person or entity to whom it may assign its rights as the Developer.

(d) "Property" shall mean and refer to the Lots referenced hereinabove, Pelican Bay, Phase v, Unit 1, of record in the Map Book 38, at pages 101 through 103 of the Public Records of Volusia County, Florida, and subsequent additions thereto made in accordance with Article 8, Section 8 hereinbelow.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

(f) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Property, "Owner" shall not include the mortgagee under any mortgage encumbering a Lot unless and until such mortgagee has acquired title pursuant to foreclosure or proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 3 hereof.

(h) "Eligible Member" shall mean and refer to those Members whose voting rights have not been suspended by the Board of Directors of the Association.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, shall be held, transferred, sold, conveyed, occupied, and used subject to this Declaration, the Master Declaration, and the construction requirements as set forth in the Amendment to the Pelican Bay R-PUD Agreement approved by the City of Daytona Beach, Ordinance No. 86-353, as the same may be construed and / or amended from time to time by Agreement between the Developer and / or its successor in title to the Property and the City of Daytona Beach ("Ordinance

No. 86-353"). The setback and square footage requirements set forth in Ordinance No. 86-353, as hereafter amended from time to time, shall supersede and replace the setback and square footage requirements contained in Section 2.5 of the "Restrictive Covenants for Single Family Unit" set forth in the Master Declaration. Except as specifically set forth above, all other terms, conditions and covenants of the Master Declaration shall be in full force and effect as to the Property and are hereby incorporated herein by reference. Significant provision of the Master Declaration, as amended by Ordinance No. 86-353, are included in Article 5 hereof for convenience of reference.

Section 2. Priority. In the event of conflict between any of the terms or provisions contained herein, and any of the terms and provisions contained in either the Master Declaration of Ordinance No. 86-353, the terms and provisions contained in the Master Declaration and in Ordinance No. 86-353 shall control.

Section 3. Representative to Master Association. The President of the Association, or, in his absence, the Vice President, or in the absence of both, the Secretary, shall represent the Members of the Association in all matters relating to the Master Association, and shall be entitled to cast the votes of the Eligible Members of the Association on all matters coming before the Master Association on which the Association's membership is entitled to vote.

(a) On all matters where a vote of the Association's membership is permitted, the voting representative shall cast the total votes of all members of the Association as he deems appropriate, except on the following matters:

(I) The election of Directors of the Master Association.

(II) Any proposal for capital improvement to the Master Association Property which would require a special assessment against Members of more than twice the regular monthly assessment.

(III) The institution of litigation, other than for collection of assessments or for enforcement of, and/ or damages for violation of, specific covenants contained in the Master Declaration or any amendment thereof or any supplementary Declaration,

(IV) any matter where the Master Association documents require the polling of individual members of Neighborhood Associations,

(V) where, by a majority of the Total votes authorized to be cast by all members of the Master Association, the Master Association at a duly called meeting directs the polling of individual members of Neighborhood Associations.

(b) On all matters specified in subparagraph (a) (i) through (v) above, the voting representative shall cast the votes of the Association's membership in the numbers that are recorded at a duly held meeting of the Association at which such matter is considered .

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the record owner of a fee simple interest in any Lot, shall be a Member of the Association, provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

CLASS A: Class A Members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

CLASS B. The Class B Member shall be the Developer, and the Class B Member shall have nine (9) votes for each Lot owned by the Developer.

Section 3. Conversion of Class B Membership. The Class B Membership shall cease and become converted to Class A Membership in the event of either of the following, whichever occurs earlier:

(a) When the total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership, or

(b) On December 31, 1991.

ARTICLE 4  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Covenant of Property Owners. The Developer hereby covenants, and each Owner of any Lot be acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

1. Annual Assessments or charges as hereinafter provided, and
2. Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Creation of Continuing Lien. Any Annual and Special Assessments from time to time remaining unpaid, together with interest, cost, and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessments is made, as provided in Section 4 (f) of this Article. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the subject property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed, but the Lot shall remain subject to the lien for any unpaid assessments notwithstanding the transfer of title.

Section 3. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property, including, but not limited to:

(a) Payment of liabilities and operating expenses of the Association, including the cost and expense of obtaining adequate liability insurance, operating, and maintaining street lighting within the Property, and maintaining the grassed areas of Lots, easements, and right of way,

(b) Maintenance and improvement of any entrance median,

(c) Additional purpose which are necessary or desirable in the judgment of the Association, as determined by the affirmative vote (or written consent) of members having the right to cast at least three-fourths (3/4) of the total votes in the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein.

Section 4. Maximum Annual Assessments.

(a) Annual Assessment. The Annual Assessment for 1988 shall be Six Hundred Dollars (\$600.00).

(b) Increase in Annual Assessment. The Annual Assessment may be increased for 1989 and each thereafter by not more than twenty percent (20%) above the assessment for the previous year by the Board of Directors without a vote of each class of membership. The Annual Assessment may be increased by more than twenty percent (20%) only by a vote of the majority of each class of Members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all Members in accordance with Section 4 (d) and shall set forth the purpose of the meeting.

(c) Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of constructing, maintaining or repairing capital improvements owned by the Association, provided that any such assessment shall have the consent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Notice of Quorum for any Action Authorized under Section 4 (b) and (c). Written notice of any meeting called for the purpose of taking any action authorized under Section 4 (b) and (c) shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting stating the purpose thereof.

(e) Date of Commencement of Annual Assessments. Lot owned by the Developer shall not be subject to Annual or Special Assessments. With respect to each Lot purchased from Developer, the Annual and Special Assessments shall commence on the date title to such Lot is transferred by the Developer to a third party. Buyer shall pay at closing the prorated share of the assessment charges which are then in effect. Assessments may be collected on a quarterly basis payable in advance. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The amount of the Annual Assessment shall be fixed in accordance with Section 4 (b) at least fifteen (15) days in advance of each Annual Assessment period. Written notice of the new Annual Assessment shall be mailed to every Owner subject thereto. Due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a

certificate signed by an officer by the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. Upon request, two (2) such certificates within a twelve (12) month period will be furnished without charge. Thereafter, all addition certificates requested within such period shall be furnished only upon advance payment to the Association of a \$10.00 service fee.

(f) Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not the date when due, then said assessment, together with interest thereon and cost of collection, shall thereupon become a continuing lien on the Lot and the personal obligation of the Owner, his heirs, devisees, personal representatives, successors, and assigns. Any assessment not paid within fifteen (15) days after the due date (the "Delinquency Date") shall bear interest from the Delinquency Date at the rate of fifteen percent (15%) per annum. The Association may, in addition to charging interest on past due assessments, charge a late penalty of Twenty Five Dollars (\$25.00) if payment is not received by the Delinquency Date and all cost of collection, including legal fee, whether or not judicial proceedings are involved, and including legal fees and costs incurred on any appeal of a lower court decision. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property thus encumbered, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any property owned by the Association or abandonment of such Owner's Lot. The Association is not required to bill for Annual or Special Assessments and responsibility for timely payment is that of the Owner.

(g) Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot subject to assessment. The sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. Such sale or transfer shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of, any assessments made thereafter.

## ARTICLE 5

### ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 1. Residential Use Only. No Lot shall be used for any purpose except single family residential. The term "residential" is



intended to prohibit any commercial use even professional office use of any portion of any residence. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence. No residence shall exceed two stories, limited to a maximum of thirty- five (35) feet in height and all residences shall have an attached garage not less than two cars.

Section 2. Approval by Architectural Review Committee. Except for improvements constructed by the Developer, no building, fence, wall or other structure shall be erected on, place upon, altered, or permitted to remain on any Lot unless and until the Owner submits the floor plan, elevation, site cleaning plan, and abbreviated specifications (including exterior material and colors) and such plans have been reviewed and approved by the Architectural Review Committee of the Pelican Bay Homeowners Association, Inc. ( the “Architectural Review Committee”), as set forth in the Master Declaration. The Architectural Review Committee shall review the proposed building or structure (including plan and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with the respect to topography, vegetation and the finished grade of elevation of the Lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

Section 3. Set Back Requirements. All front, side, and rear setback, Lot line construction restrictions and square footage requirements applicable to the Property shall be as prescribed in Ordinance No. 86-353 as the same may be construed and /or amended by agreement between Developer and the City of Daytona Beach. Provided, however, that the extent this Declaration imposes requirements more stringent or restrictive than those provided under Ordinance No. 86-353, the provisions of the Declaration shall control. Applicable setback, lot line, and square footage requirements are attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 4. Restrictions. The Property shall be subject to the restrictive covenants for single family neighborhoods set forth in Article II of the Master Declaration, except as otherwise modified or amended by Ordinance No. 86- 353, and said restrictive covenants are hereby substantially restated herein as follows:

(a) No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Architectural Review Committee for use during construction only.

(b) Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile trailer, camper, or other similar vehicle shall be parked on the street (including the right of way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

(c) Storage Restrictions. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in a garage attached to the residence.

(d) Livestock and Animals. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Lot and shall not be permitted to roam free in the neighborhood.

(e) Signs. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except a sign approved by the Association giving the name of the occupant of the residence located on such Lot or an approved sign advertising the premises for sale or rent, provided, however, that nothing herein shall prohibit the Developer from erecting and displaying such informational and advertising signs as the Developer may deem appropriate or desirable.

(f) Restricted Activities. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance.

(g) Dumping Prohibited. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage, or disposal of solid waste material.

(h) Restrictions on Walls, Fences, or Hedges. No wall, fence, or hedge, over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, and location thereof have been approved by the Architectural Review Committee.

(i) Septic Tanks Prohibited. No septic tanks, drain field, mobile home waste storage tank, or other similar container shall be permitted to exist on any Lot.

(j) Driveway Construction. No driveway shall be constructed, maintained, altered or permitted to exist on any Lot if the driveway, obstructs or impedes the flow of surface drainage in the area adjacent to the Lot or in the street right of way or swale area adjoining or abutting the Lot. All driveways must be approved by the Architectural Review Committee.

(k) Tree Removal Restrictions. Trees situated between the building set back lines and the property lines having a diameter of eight (8) inches or more (measured four feet from ground level) may not be removed without prior approval of the Architectural Review Committee. All requests for approval of tree removal shall be submitted to the Architectural Review Committee along with a plan showing generally the location of such tree(s).

(l) Tree Replacement. Anyone violating the provisions of paragraph (k) above, will be required to replace such trees with trees of like size and condition within thirty days after demand by the Architecture Review Committee. If the Owner fails or refuses to replace the trees as demanded, the Architectural Review Committee shall cause suitable replacements to be planted and the cost thereof shall be lien against the Lot of the Owner in violation. The Owner grants to the Architectural Review Committee, its agents, and employees an easement of ingress and egress over and across said Lot to enable it to comply with this paragraph.

(m) Antenna Restrictions. No Owner, other than the Developer, shall be permitted to install or maintain any outside television or radio

antennae, masts, aerials, or other tower for the purpose of audio-visual reception or transmission.

ARTICLE 6  
EASEMENTS

Section 1. Grant of Easement. Each Owner hereby grants to the Association, its contractors, agents, and employees, an easement over and upon the real property owner by such Owner for the sole purpose of performing any maintenance, restoration, or repairs authorized under this Declaration.

ARTICLE 7  
EXTERIOR MAINTENANCE

Section 1. Owners Responsibility. Each Owner shall be responsible for the exterior painting and maintenance of improvements constructed upon such Owner's Lot, including the maintenance, repair, and replacement of roofs, windows, doors, gutters, downspouts, and all exterior building surfaces. If the Lot is equipped with a lawn irrigation system, the maintenance of such system shall be the responsibility of the Owner of such Lot.

Section 2. Landscaping Maintenance. The Association shall maintenance the grassed areas of all Lots and such maintenance shall include regular cutting and edging, fertilization, and application of pesticides. The Association shall not be responsible for the trimming, fertilizing, irrigation or replacement of plants and shrubbery placed upon any Lot. Provided however, prior to changing, altering, or modifying the type and replacement of plants material from that originally installed by the Developer, the Owner must obtain the approval of the Architectural Review Committee. The proper watering or irrigation of all grass, plants, and shrubbery placed upon each lot shall be the responsibility of the Owner of such Lot. No fence, wall, hedge, statutory, decoration, or other structure shall be installed by an Owner upon any Lot which obstructs, prevents, or otherwise interferes with the Association's access to and maintenance of any grassed area. If an Owner constructs such a structure which prevents or otherwise interferes with the Association's ability to perform the maintenance for which it is responsible hereunder, then the Association shall be relieved of the responsibility to perform such maintenance, and such maintenance shall then become the responsibility of the Owner, without entitling such Owner to a reduction of, or set-off against, any Annual or Special Assessment thereafter assessed by the Association.

Section 3. Failure to Maintain. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in manner satisfactory to the Board of Directors, and as required by this Declaration, the Association, after approval by two-thirds (2/3) vote of the Directors, shall have the right to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be a special assessment to be added to and become a part of the assessment to which the Lot is subject.

ARTICLE 8  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and each shall constitute an equitable servitude upon the Owner of each Lot and upon the heirs, personal representatives, successors and assigns of each Owner, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their heirs, personal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is otherwise amended as set forth herein.

Section 2. Enforcement. Enforcement of each covenant and restriction to which the Property is subject shall be by a proceeding at law or in equity against the person or persons violating or attempting to violate such covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by such covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 4. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the portion of the Property or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 5. Waiver of Minor Violations. The Developer, reserves the right to waive any violations of the covenants contained in this Declaration, in the event the Developer shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 6. Attorney's Fees. In the event any action shall be brought by the Developer, the Association, or any Owner for the purpose of enforcing the provisions contained herein or in the Master Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceeding which results in the enforcement of the provisions hereof, shall be borne in full by the party compelled to comply with such provisions.

Section 7. Severability. Invalidation of any one of the covenants and restrictions set forth herein by judgment or court order, shall not affect any other provision of this Declaration which shall remain in full force and effect.

Section 8. Future Additions. The Developer contemplates making and reserves the right to make, so long as it is a Class B Member, future additions to the Property consisting of subdivision lots presently platted as part of Pelican Bay, Phase V, Unit 1. It is the intent of the Developer that such future additions together with the Property shall constitute a single subdivision under the jurisdiction of the Association and subject to the conditions, covenants and restrictions contained in the Master Declaration and this Declaration. Such future additions shall be added to the Property by recording a supplement to this Declaration in the Public Records of Volusia County, Florida. Notice of such addition stating the number of lots added, the number of votes allocated to Developer, and the total

number of qualified votes in the Association subsequent to such addition shall be delivered to all Owners.

Section 9. Amendments. The Developer hereby reserves the right to amend, modify, or rescind this Declaration in whole or in part as it in its sole discretion deems necessary, so long as (a) the Developer is a Class B Member, and (b) such amendment , modification, or rescission does not substantially change the character, nature, or general scheme of development of the Property as set forth in the Master Declaration. Specifically, but not by way of limitation, the Developer has the right to amend such parts of this Declaration as it deems necessary to comply with the guidelines and requirements of the Federal National Mortgage Association or any other mortgage insurer, and such amendments shall not be deemed to substantially change the character, nature, or general scheme of development of the Property.

(a) In addition to the manner of amendment set forth above, this Declaration may also be amended by an instrument signed by the Owners not less than eighty percent (80%) of the Lots subject to this Declaration. All amendments or modifications of this Declaration must be recorded in the Public Records of Volusia County, Florida.

Section 10. Effective Date. This Declaration shall become effective on the date it is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

WITNESSES:

DEVELOPER:

SIGNATURE

SIGNATURE

SIGNATURES



EXHIBIT A TO DECLARATION  
Minimum Building Setbacks

<u>FRONT</u>	<u>INTERIOR SIDE</u>	<u>SECONDARY</u>	<u>REAR</u>
20' FROM ROAD R.O.W. <u>(CORNERLOT)</u>	Interior side yard to be a minimum of 3.6 feet Maintain a minimum of 15 feet Side to side building separation	STREET SIDE <u>(Cornerlot)</u> 15'	0'

Minimum Living Area per Residence  
1280 square feet

Percentage of Lot Covered by Buildings  
10-20% of lot area

\*No improvements are permitted in waterways unless approved by Pelican Bay Homeowners Association, Inc.