

RECORDED & VERIFIED
BREVARD CO., FL.

Handwritten signature
CLERK, CIRCUIT COURT

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PREPARED BY A DISTRICT
CLERK OF THE CIRCUIT COURT
BREVARD COUNTY, FLORIDA
7600 U.S. HIGHWAY 1
P.O. BOX 1000
MELBOURNE, FLORIDA 32902

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ANCHOR VILLAGE TOWNHOMES & VILLAS**

THIS DECLARATION made on the 17th day of November, 1989, hereinafter set forth by SANDRA L. HILL, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the County of Brevard, State of Florida, which is more particularly described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of developing the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property described in Exhibit "A" (the "Subdivision") to the covenants and restrictions contained in this document. This document is sometimes referred to as the "Covenants".

The Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with the title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records.

ARTICLE I
Mutual Benefits and Obligations

The Covenants contained in this document are made for the mutual benefit of each and every owner of a Lot in the Subdivision. They are intended to be non-discriminatory. They are also intended to create enforceable rights and obligations in favor of each Lot and its owner.

ARTICLE II
Definitions

Section 2.1: Subdivision. This term shall mean all the property known as Anchor Village Townhomes & Villas as described in Exhibit "A" and in the plat thereof, which is to be recorded in the Public Records of Brevard County, Florida.

Section 2.2: Lot. Each platted lot in the Subdivision, regardless of whether a dwelling has been constructed on such Lot.

Section 2.3: Subdivision Association. Anchor Village Townhomes & Villas Homeowners Association, Inc., a Florida not for profit corporation.

Section 2.4: Owner. Each person who owns record title to a Lot.

Section 2.5: Common Property. Real or personal property, or interests in real or personal property, which is intended for the use and benefit of all Owners.

Section 2.6: Assessments. Annual, special and insurance assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

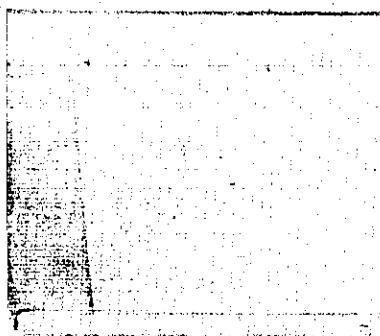
Section 2.7: Townhomes. The dwelling unit constructed on each Lot.

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ARTICLE III
Subdivision Assessments

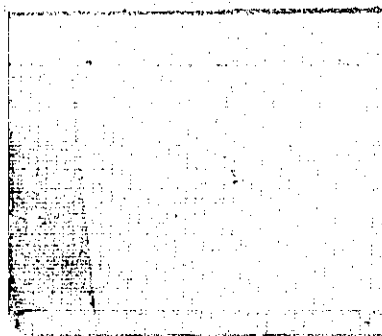
Section 3.1: General Purpose. The Subdivision Association is organized for the purpose of providing common services to the Lot Owners, painting the exterior walls of the Townhomes, landscaping on Lots and common property, providing for the enforcement of the covenants, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of common property, insurance on common property, street lighting for Subdivision streets and collecting the assessments. Exterior building maintenance, other than painting, may be provided by the Subdivision Association if desired by the Lot Owners. The Subdivision Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge assessments against the Lots and their Owners. Each Owner is personally obligated for assessments which came due during the time such owner owned the Lot, provided however, that the Developer shall not be responsible for any assessments on units owned by the Developer.

Section 3.2: Creation of Lien for Assessments. All Lots owned by Owners, other than the Developer, are subject to a continuing lien to secure unpaid assessments due to the Subdivision Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid assessments and the cost of collecting unpaid assessments including reasonable attorney's fees. The Subdivision Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of the Lot to an Owner other than the Developer. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3: Annual Assessments. Until the conveyance of all the Lots by the Developer, the Developer shall fix the amount and the due date of the annual assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual assessment, the date such assessments become due, the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual assessment for each Lot shall be determined by dividing the total assessment by the total number of Lots in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the assessments levied against an Owner and the Owner's Lot and whether the assessment has been paid. In the event that there are no existing obligations of the Association and no obligations projected during the forthcoming year, the Developer, and thereafter the Board of Directors of the Association, may waive the imposition of any assessment.

Section 3.4: Special Assessments. The Subdivision Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of fifty percent (50%) of the Owners.

Section 3.5: Insurance Assessment. So long as a blanket casualty insurance policy is maintained on the Townhomes, each Lot shall be liable for the prorata cost of insurance applicable to the Townhome constructed on the Lot, as



determined by the insurance carrier in a fair and equitable manner. The Board of Directors of the Association shall fix the periods of collection of the insurance assessment. The assessment applicable to each Lot will be determined by the type of Townhome constructed on the Lot and will be the same for all Owners of Townhomes of the same type and location. The insurance policy to be provided by the Association will not insure Owner's improvements to the Townhome, or any personal property. Each Owner will be provided a copy of the master policy to enable such Owner to obtain such additional insurance as such Owner desires.

Section 3.6: Date of Commencement of Annual Assessments: Due Date: The annual assessment for each Lot shall begin when a Certificate of Occupancy is issued for the residence constructed on the Lot. The first annual assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual assessment shall be due and payable in advance in the installments and at the place established by the Developer at the time of such conveyance.

Section 3.7: Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an assessment but may not waive payment of the assessment. No member may waive or otherwise escape liability for assessments by non-use of the common property or by abandonment of the Lot owned by such Owner.

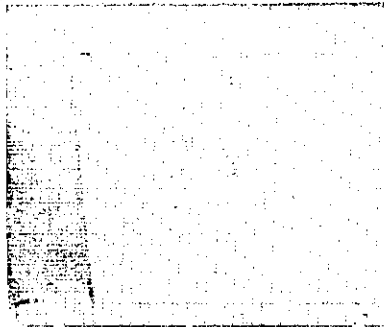
Section 3.8: Subordination of Lien to Mortgages. The lien of any assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all assessments levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for assessments which fall due after such date.

Section 3.9: Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace common property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents or invitees. Any such expense shall be a part of the assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual assessments provided for in these covenants.

ARTICLE IV Owner's Rights

Section 4.1: Right to Use Common Property. Each Owner has the non-exclusive right to use any and all common property which may owned by the Association, from time to time, for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 4.2: Access. Each Owner and his guests, and all delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated, or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat and Subdivision Site Plan to be recorded in the Public Records of Brevard County, Florida. The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association may create a disturbance or nuisance on any part of the Anchor Village Townhomes & Villas community. The Developer shall have the right, but not the obligation, to control all types of traffic on the roadways, including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Developer may result in



damage to the roadways. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. The Developer may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3: Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County, Florida.

Section 4.4: Common Walls. Each Lot Owner, by acceptance of his deed, grants to each adjoining Lot Owner the right and easement to use the common wall shared by their Townhomes ("party wall") for any purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an owner shall not injure the wall or impair the right of the other Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall or another Townhome which is caused by his use of the party wall.

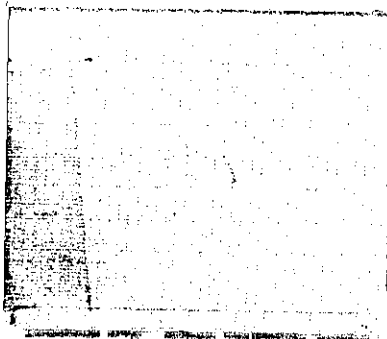
Section 4.5: Easements Across Adjacent Residential Parcels. As the nature of the Townhome developer necessitates the entry into adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Lot Owner and the Subdivision Association, its agents or employees, the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

ARTICLE V
Rights of the Subdivision Association

Section 5.1: Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these covenants, including without limitation, the right to remove any structure which is in violation of these covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these covenants, however long continuing, shall not be a waiver of the right to enforce these covenants at a later time.

Section 5.2: Other Assessments. Any amounts owed by any Owner to the Subdivision Association as the result of the Subdivision Association's abating or curing violations of these covenants or maintaining or repairing Lots shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become a part of the annual assessment to which the Lot is subject and enforceable as provided in Article III, Section 3.7 of these Covenants.



Section 5.3: Common Property Rights. The Subdivision Association shall have the right:

(1) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;

(2) to charge nondiscriminatory and reasonable fees for the private use of any recreational facility;

(3) to suspend the right to use any recreational facility by an owner for any period during which an assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

(4) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the Owners; and

(5) to grant easements and right-of-ways over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the Anchor Village Townhomes & Villas community.

Section 5.4: Insurance Rights. The Owners recognize that each Townhome shares a party wall or walls with other Townhomes and that individual insurance policies may promote disputes between Owners and insurance carriers. Accordingly, the Subdivision Association shall obtain a blanket casualty insurance policy on all Townhomes in the Subdivision unless the Owners of two-thirds (2/3) of the Lots and all holders of first mortgages on the Lots in the subdivision by written instrument properly executed, witnessed and acknowledged, elect to have each Owner provide separate insurance coverage on his Lot and Townhome. The casualty policy to be obtained by the Association will be paid for by insurance assessments from the owners as provided in Article III, Section 3.5.

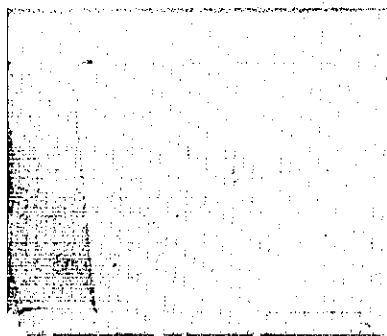
ARTICLE VI Rights Reserved by Developer

Section 6.1: Eminent Domain. If all or part of any easement granted by the Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Subdivision Association or any Owner other than the Developer for any portion of any award, provided the Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2: Easements for Utilities and Cable Television. The Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. The Developer reserves an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by the Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3: Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into the sanitary sewer lines.

Section 6.4: Maintenance Easement. The Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.



Section 6.5: Developer Rights Regarding Temporary Structures, Etc. The Developer reserves the right to erect and maintain temporary dwellings, model houses, and/or other structures upon Lots owned by the Developer and to erect and maintain such commercial and display signs as the Developer, in its sole discretion, deems advisable. The Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these covenants shall be construed to restrict the foregoing rights of the Developer.

Section 6.6: Further Restrictions. The Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and right of ways on any Lot in the subdivision owned by the Developer and on the Common Property. The Easements granted by the Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

Section 6.7: Release of Restrictions, Easements. If a Townhome is erected, or the construction of the Townhome is substantially advanced, in a manner that violates the restrictions contained in these covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. The Developer shall also have the right to grant an easement to permit encroachment by the Townhome over the Lot line, or on the Common Property, or the easement area, so long as the Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision.

ARTICLE VII Architectural Control

Section 7.1: Duties and Powers of the Subdivision Association. Except for the initial construction of homes and other improvements upon any Lot by the Developer and except as otherwise provided in this document, no permanent improvements shall be constructed on the Common Property or upon any Lot and no alterations of the exterior appearance of any home or other building, or the topography of the Common Property or any Lot, shall be effected without the written consent of the Subdivision Association. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, decorative building, landscaping plan, landscape devise or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the Townhome.

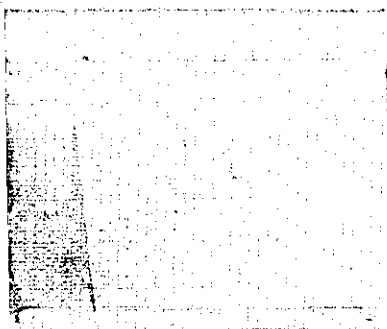
Section 7.2: Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- (a) Be not less than 1/8" - 1' scale.
- (b) Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- (c) Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes.

Any landscaping plan, changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

- (1) A landscape scheme;



- (2) A list of all plant stock included in the scheme; and
- (3) The size of such stock at the time of planning.

The entire Lot, including that portion of the Lot between the street pavement and the right of way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Section 7.3: Maintenance of Lots.

(a) All Lots, Townhomes and improvements on the Lots shall be maintained by the Owner in a neat and attractive condition. All landscaping, whether on Common Property or Lot courtyards, will be maintained by the Subdivision Association, provided access is given to the courtyard area. If reasonable access is not given, the Owner will be required to maintain landscaping on the Lot at such Owner's sole expense.

The Subdivision Association may, after ten (10) days written notice to any Owner who has failed to give the Subdivision Association access to his Lot, enter upon any Lot for the purpose of mowing, pruning or removing unsightly growth and trash which in the opinion of the Subdivision Association detracts from the overall beauty and safety of the Subdivision.

(b) The roof of Townhomes in each group of connected Lots ("townhome cluster") are to be maintained by the Owners owning Lots in the Townhome Cluster. When maintenance of the roof in a Townhome Cluster is needed:

(i) through the act of an owner, his agents or guests, it shall be the obligation of such Owner to repair or maintain the roof without cost to the other Owners;

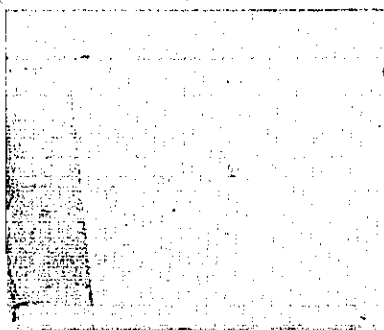
(ii) other than by act of any Owner, his agents or guests, it shall be the obligation of all Owners owning Lots in the Townhome Cluster to maintain or repair the exterior walls or roof of the Townhomes at their joint and equal expense.

Repainting and cleaning of exterior walls shall be done by the Subdivision Association at the same time for all Townhomes. A reasonable reserve for such maintenance will be established by the Subdivision Association.

Any other maintenance to a Lot or Townhome shall be the expense of the Owner of such Townhome and Lot. The Subdivision Association may, after ten (10) days written notice to any owner, repair the exterior walls and roof of any Townhomes in any Townhome Cluster which are not being properly maintained.

Entrance upon any Lot for the purpose of maintenance or repair of the Lot or Townhome shall be made between the hours of 7:00 a.m. and 6:00 p.m. on any day, except Sunday, and shall not be a trespass. The Subdivision Association shall charge the Owner the reasonable cost of such services which charge shall constitute a lien upon the Lots enforceable as provided in Article III, Section 3.7 of these covenants. The provisions of this section shall not be construed as an obligation on the part of the Subdivision Association to maintain the roof or exterior walls of the Townhomes.

(c) In the event of damage or destruction by fire or other casualty to the Townhome, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Townhome or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or restriction.



Section 7.4: Miscellaneous Use Restrictions.

(a) Entire townhouse units, but not less than entire units, may be leased for a minimum term of six (6) months provided occupancy is only by the lessee and his family, servants and guests.

(b) No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Subdivision Association prior to construction. The Subdivision Association may require that the composition and color of any fence be consistent with fences around surrounding Townhomes. Any shrub line or fence on the rear of any Lot which is adjacent to a lake or golf course shall not be allowed to exceed three (3) feet in height.

It is the intent of the Developer to maintain the Lots and Common Property areas without strict definition of property lines. It is hoped that the Owners will adhere to this intent. It is intended that the Subdivision be developed with recognition of the natural elements of the land.

(c) All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association.

(d) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be placed or screened so as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(e) No animals, except household pets, shall be kept on any Lot. The number of animals kept as pets (i.e., dogs, cats) shall not exceed two (2) in any one household. No animal shall exceed fifty pounds in weight. Owners shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. No pet shall be permitted on any Lot or the common area to be attached to a fixed yard leash. Owners will be required to clean up after any pet that relieves itself.

(f) No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

(g) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

(h) All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and signs to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. "For Sale" signs shall not exceed four (4) square feet or be taller than thirty-six inches (36").

(i) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the

Developer and approval by the appropriate city, county or state official or department.

(j) No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot until the size, location, design and type of material for the box is approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to Townhomes, each Owner, on the request of the Subdivision Association, shall promptly replace the boxes previously employed for such purpose or purposes with wall receptacles attached to the Townhomes.

ARTICLE XIII UTILITY PROVISIONS

Section 8.1. Water System. The central water supply system provided by the City of Melbourne for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established with the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 8.2. Sewage System. The central sewage system provided by the City of Melbourne for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 8.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Harris Sanitation. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 8.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to the City of Melbourne Beach.

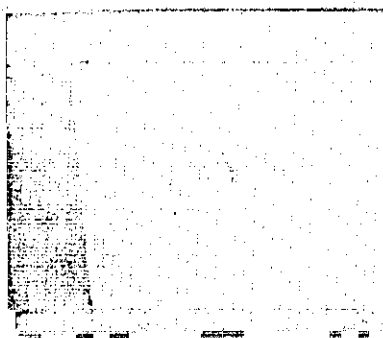
Section 8.5: Cable Television System. The Developer reserves the right to provide cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless the Developer agrees in writing to permit such service. Nothing contained in this paragraph shall be construed to obligate the Developer to provide cable television service to the Subdivision.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Duration and Amendment. These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the president or vice president and secretary or assistant secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President or Vice President and Secretary or Assistant Secretary of the Subdivision Association upon affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or

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joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 9.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

Section 9.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 9.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 9.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

ARTICLE X
Annexation

Section 10.1: Annexation of Land. Additional land within the area described in Exhibit "B" may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.

IN WITNESS WHEREOF, SANDRA L. HILL, has caused these Covenants to be properly executed, and recorded in the public records of Brevard County, Florida, this 17th day of November, 1989.

Signed, sealed and delivered
in the presence of:

Glenda Sanford
Carolyn J. Short

Sandra L. Hill
SANDRA L. HILL

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SANDRA L. HILL, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

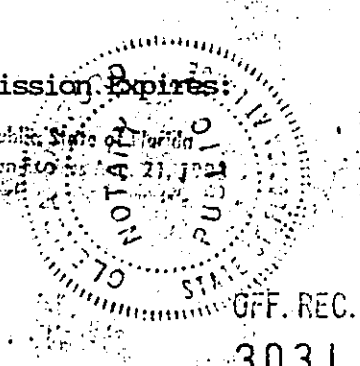
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November, 1989.

Glenda Sanford
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission No. 21,122

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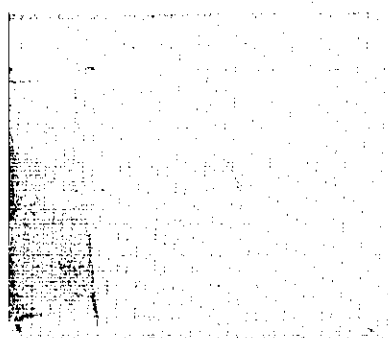


EXHIBIT "A"

Lot 21, SOUTH HARBOR ESTATES, according to the plat thereof, as recorded
in Plat Book 28, Page 11, Public Records of Brevard County, Florida.

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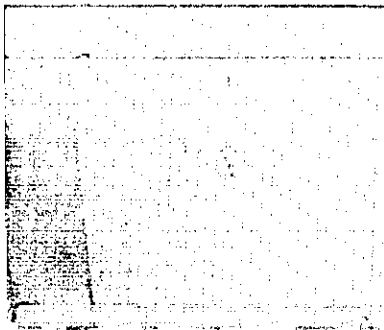
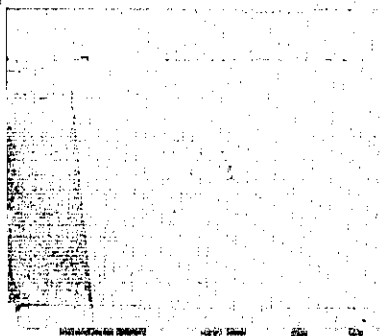


EXHIBIT "B"

Lot 22, SOUTH HARBOR ESTATES, according to the plat thereof, as recorded
in Plat Book 28, Page 11, Public Records of Brevard County, Florida.

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2
 H. PPS. 1.50
 TRUST FUND 4.00
 REC FEE _____
 DOC ST _____
 INT TAX "C" _____
 EXCISE TAX _____
 SERV CHRG _____
 REFUND _____
 H. NAMES 2
 BREVARD CO., FL
 CLERK CIRCUIT CT.
Admitted

PREPARED BY AND RETURN TO:

Hubert C. Normile, Jr., Esq.
 Krasny, Normile, Dettmer, et al.
 780 South Apollo Boulevard
 Melbourne, FL 32901

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR ANCHOR VILLAGE TOWNHOMES & VILLAS

Sandra L. Hill, as Declarant under the Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas, recorded in Official Records Book 2313, Page 1110, and Official Records Book 3031, Page 1346, of the Public Records of Brevard County, Florida, does hereby further amend said Declaration in the following manner:

The Declaration of Covenants and Restrictions is amended to include six (6) additional parcels of property described as follows:

Lots 22, 23, 24, 25, 26 and 27, SOUTH HARBOR ESTATES, according to the plat thereof, as recorded in Plat Book 28, Page 11, Public Records of Brevard County, Florida; and

The foregoing Amendment was adopted in accordance with Section 10.1 of the Declaration of Covenants and Restrictions.

Except as expressly modified herein, all of the remaining terms of the Declaration of Covenants and Restrictions, as amended, shall continue to remain in full force and effect, and are hereby ratified and otherwise confirmed.

BK3114PG0931

KRASNY, NORMILE, DETTMER, THOMPSON & JONES
 ATTORNEYS AND COUNSELLORS AT LAW
 POST OFFICE BOX 428
 MELBOURNE, FLORIDA 32902-0428

072325

91 APR 14 PM 2:10

CLERK CIRCUIT COURT

IN WITNESS WHEREOF, the Declaration has caused her signature to be affixed to this instrument this 28th day of February, 1991.

Signed, sealed and delivered in the presence of:

Jennifer S. Dawell

Sandra L. Hill
Sandra L. Hill

Kary J. Hostumow

STATE OF FLORIDA)
COUNTY OF BREVARD) ss:

I HEREBY CERTIFY that on this 28th day of February, 1991, before me personally appeared SANDRA L. HILL, to me known to be the person who signed the foregoing instrument and severally acknowledged the execution thereof to be her free act and deed as such General Partner for the uses and purposes therein mentioned.



Kary J. Hostumow
Notary Public

My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 02/28/92
BONDED THRU HUCKLEBERRY & ASSOCIATES

BK3114PG0932

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ANCHOR VILLAGE TOWNHOMES & VILLAS

THIS DECLARATION made on the 6th day of AUGUST, 1991, hereinafter set forth by SANDRA L. HILL, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner and or developer of certain real property located in the County of Brevard, State of Florida; and

WHEREAS, the Declarant has previously made the aforescribed parcels of real property subject to certain covenants and restrictions recorded at O.R. Book 3031, Pages 1346 through 1357,, inclusive; and

WHEREAS, Declarant desires to amend said covenants and restrictions, the following amendment is made to said covenants and restrictions:

1. SECTION 7.4 (a) and 7.4 (b) are hereby amended in full to read as follows:

(a) Entire townhouse units, and not less than entire units, made be leased for a minimum term of one (1) year, provided occupancy is only by the Lessee and his family, servants and guests. All leases shall be submitted for review to the Homeowners Association prior to commencement of occupancy under the Lease. The Homeowners Association shall have the right to make character, credit investigation and inquiry as it deems appropriate and occupancy shall not commence until the Homeowners Association has approved the Lease and the proposed Lessee in writing. Criteria for approval of the Lease and Lessees shall be within the sole discretion of the Homeowners Association. Any individual unit owner shall not have any claim or action for damages by virtue of denial of a perspective Lessee by the Homeowners Association.

(b) No fence shall be constructed on any lot line or lot.

IN WITNESS WHEREOF, SANDRA L. HILL, has caused this Amendment To Covenants and Restrictions to be properly executed and recorded in the Public Records of Brevard County, Florida, this 6th day of August, 1991.

Sandra L. Hill
 SANDRA L. HILL

David W. Dean
 David W. Dean - WITNESS

 WITNESS

STATE OF FLORIDA
 COUNTY OF BREVARD

I HEREBY CERTIFY, that on this day, personally appeared before me, SANDRA L. HILL, who acknowledged that she executed the foregoing instrument.

Witness my hand and seal this 6th day of August, 1991.

David W. Dean
 David W. Dean Notary Public

My Commission Expires:
 8/31/94

BK3161FG2309

000103

Return To
 David W. Dean
 201 N. Riverside Dr.
 Indian Shale, FL 32908

Prepared by and return to:
Robert N. Manning, Esq.
MANNING LAW FIRM, PLLC
7827 N. Wickham Road, Suite C
Melbourne, FL 32940
(321) 473-7999

**MARKETABLE RECORD TITLE ACT NOTICE OF PRESERVATION OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANCHOR VILLAGE
TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC.**

ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as the "Association"), is a homeowners association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants and restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members and/or lot owners of the Association, together with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. Homeowners' Association:

The name and post office address of the Homeowners' Association desiring to preserve the covenants or restrictions is as follows:

Anchor Village Townhomes & Villas Homeowners Association, Inc.
90 Anchor Drive
Indian Harbour Beach, FL 32937

2. Affidavit of Mailing or Hand Delivery of Statement of Marketable Title Action:

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the Statement to be mailed or hand delivered to the members/lot owners of the Association at least seven (7) days prior to the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached hereto as Exhibit "A".

3. Land Affected:

The legal description of the land affected by this notice and subject to the covenants or restrictions (the "Land") is set forth on the plat (s) filed in the Public Records of Brevard County, Florida (the "Plat (s)") as follows:

| <u>Plat (s)</u> | <u>Plat Book</u> | <u>Page</u> |
|------------------------------|------------------|-------------|
| Plat of South Harbor Estates | 28 | 11 |

4. Covenants or Restrictions Being Preserved Which Affect The Land

The covenants or restrictions being preserved are set forth on the Plat (s) and in the governing documents identified hereinafter as (the Governing Documents”). Copies of the governing Documents containing the covenants or restrictions being preserved are recorded in the public Records of Brevard county, Florida, as follows:

| <u>Document</u> | <u>Official Records Book</u> | <u>Page</u> |
|--|------------------------------|-------------|
| Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3031 | 1346 |
| Declaration of Covenants, Conditions and Restrictions for South Harbour Estates Homeowners Assoc., Inc. | 2313 | 1110 |
| Amendment to Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3114 | 0931 |
| Annexation | 3139 | 2974 |
| Amendment to Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3161 | 2309 |
| Annexation | 3189 | 4042 |
| Affidavit | 3639 | 2017 |

By and through its undersigned authorized representative and pursuant to chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 24 day of July, 2018.

Signed, Sealed and Delivered
In the Presence of:

ANCHOR VILLAGE TOWNHOMES &
VILLAS HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

Bonnie Laines
Witness Signature
Bonnie Laines
Print Name of Signature

By: Jack L Bradford
(Sign) JACK L. BRADFORD
(Print) President

Beverly Terms
Witness Signature
Beverly Terms
Print name of Signature

Attest: Sharon K. Cross
(Sign)
Sharon K. Cross
(Print)
Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to and subscribed before me on July 24, 2018 by Jackie L. Bradford as President of Anchor Village Townhomes & Villas Homeowners Association, Inc., a Florida corporation not for profit.

Lesley E. Lang
NOTARY PUBLIC

(SEAL)

[] Personally Known or
[X] Produced Identification
Type of Identification Produced: FL DL



Lesley E. Lang
Commission # GG079907
Expires: March 6, 2021
Bonded thru Aaron Notary

EXHIBIT "1"

AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF MARKETABLE TITLE ACTION

STATE OF FLORIDA
COUNTY OF BREVARD

Before me the undersigned authority on this date personally appeared Sharon K. Gross who after being duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.

2. Affiant affirms that Notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members and/or lot owners by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.

3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to members and/or lot owners of the Association as an attachment to the Notice of the meeting of the Board.

Further Affiant Sayeth Naught.

Sharon K. Gross, Secretary
(Sign)

Sharon K. Gross, Secretary
(Print)

Sworn to and subscribed before me on July 24, 2018 by Sharon K. Gross as Secretary of Anchor Village Townhomes & Villas Homeowners Association, Inc., A Florida corporation not for profit.

Lesley E. Lang
NOTARY PUBLIC

(SEAL)

[] Personally Known or
[x] Produced Identification
Type of Identification Produced: FL DL



Lesley E. Lang
Commission # GG079907
Expires: March 6, 2021
Banded thru Aaron Notary

Exhibit "A"**STATEMENT OF MARKETABLE TITLE ACTION**

The ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (the "Association"), has taken action to ensure that the following documents, recorded in the Public Records of Brevard County, Florida and currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the Public Records of Brevard County, Florida. Copies of this notice and attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

| <u>Document</u> | <u>Official Records Book</u> | <u>Page</u> |
|--|------------------------------|-------------|
| Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3031 | 1346 |
| Plat of South Harbor Estates | Plat Book 28 | 11 |
| Declaration of Covenants, Conditions and Restrictions Of South Harbour Estates Homeowners Assoc., Inc. | 2313 | 1110 |
| Amendment to Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3114 | 0931 |
| Annexation | 3139 | 2974 |
| Amendment to Declaration of Covenants and Restrictions for Anchor Village Townhomes & Villas Homeowners Assoc., Inc. | 3161 | 2309 |
| Annexation | 3189 | 4042 |
| Affidavit | 3639 | 2017 |

State of Florida

6 pgs



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 16, 1990, as shown by the records of this office.

The document number of this corporation is N37695.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of April, 1990.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I

Name

The name of this corporation is ANCHOR VILLAGE TOWNHOMES & VILLAS HOMEOWNERS ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II

Definitions

All terms defined in the Declaration of Covenants and Restrictions for ANCHOR VILLAGE TOWNHOMES & VILLAS (the "Covenants") shall have the same meanings when used herein.

ARTICLE III

Principal Office and Agent

The principal place of business and initial registered office of the Association is 301 Oak Street, Melbourne Beach, Florida, 32951. The Registered Agent of the Association is Joseph A. Hill.

ARTICLE IV

Objects, Purposes and Powers

Section 4.1: This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2: The objects and purposes for which this Association is organized are as follows:

4.2.1: To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.2: To provide for the enforcement of the Covenants.

4.2.3: To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.4: To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5: To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3: In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1: To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2: To bring and defend suits on behalf of the Association.

4.3.3: To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.4: To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the corporation.

4.3.5: To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6: To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7: To purchase insurance upon its property for the protection of the Association and its members.

4.3.8: To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9: To make additional improvements to its property.

4.3.10: To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

ARTICLE V Members

Section 5.1: The members of this Association shall consist of all owners of record title to Lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision shall also be members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2: Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3: The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Lots. Class A members shall be entitled to one (1) vote for each Lot owned.

Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall terminate at such time as (a) the then Class B member so designates in writing delivered to the Association, (b) one hundred twenty (120) days after seventy percent (70%) of the Lots are owned by persons other than Developer, or (c) three (3) years after conveyance of the first Lot to a Class A member, whichever shall first occur.

When fifty percent (50%) of the Lots are owned by Class A members other than Developer, the Class A members shall be entitled to elect one-third (1/3) of the members of the Board of Directors.

When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot, such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

ARTICLE VI
Term

This Corporation shall exist perpetually.

ARTICLE VII
Board of Directors

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than five (5) Directors. The first Board of Directors shall consist of three (3) members. The Board of Directors shall be elected by the members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

Joseph A. Hill
301 Oak Street
Melbourne Beach, Florida 32951

Sandra L. Hill
301 Oak Street
Melbourne Beach, Florida 32951

Michelle Canose
122 Central Avenue, Apt. 202
Indian Harbour Beach, Florida 32937

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII
Officers

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

President: Joseph A. Hill
301 Oak Street
Melbourne Beach, Florida 32951

Vice-President: Michelle Canose
122 Central Avenue, Apt. 202
Indian Harbour Beach, Florida 32937

Secretary/Treasurer: Sandra L. Hill
301 Oak Street
Melbourne Beach, Florida 32951

ARTICLE IX
Indemnification

Section 9.1: Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2: Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated Association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3: Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4: Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X Contracts

Until termination of the Class B membership, the Association shall not enter into any contract unless the same is terminable after transfer of control to the Class A members upon not more than ninety (90) days written notice to the other party.

ARTICLE XI Disposition of Assets Upon Dissolution

No member, director, or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more non-profit associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

ARTICLE XII
Amendment of Articles

FILED
APR 13 1990

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XIII
By-Laws

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By-Laws.

ARTICLE IX
Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

Joseph A. Hill
301 Oak Street
Melbourne Beach, Florida 32951

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 10th day of April, 1990.

Signed, sealed and delivered
in the presence of:

Glenda Sanford

Joseph A. Hill
JOSEPH A. HILL

John [Signature]

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH A. HILL, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of April 1990.

Glenda Sanford
Notary Public

My Commission Expires:

August 21, 1993

MASTER COPY

BY-LAWS
OF
ANCHOR VILLAGE TOWNHOMES AND VILLAS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is ANCHOR VILLAGE TOWNHOMES AND VILLAS HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the corporation shall be located at Anchor Drive, Indian Harbour Beach, and, the official mailing address shall be Post Office Box 373171, Satellite Beach, Florida 32937. Meetings of members and directors may be held at such place within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

SECTION 1. "Association" shall mean and refer to ANCHOR VILLAGE TOWNHOMES AND VILLAS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the person(s) who owns record title to any lot which is a part of the subdivision.

SECTION 6. "Declarant" shall mean and refer to SANDRA L. HILL, its successors and assigns.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida.

SECTION 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be the second Tuesday of June, 1994 at the hour of 7:00 pm, and each subsequent regular annual meeting of the members shall be held on the second Tuesday of June each year thereafter, at the hour of 7:00 pm.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the voting membership who are entitled to vote.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3) of the votes of the membership~~ shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, ~~however~~, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, signed and filed with the Secretary prior to the meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his (her) Lot.

ARTICLE IV.- BOARD OF DIRECTORS

SECTION 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who are members of the Association, in good standing.

SECTION 2. Term of Office. At the first annual meeting the members shall elect each of the five directors who shall serve for one year terms.

SECTION 3. Removal. Any director may be removed from the Board, with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his (her) predecessor.

SECTION 4. Compensation. No director shall receive compensation for services he (she) may render to the Association as director or officer. However, nothing herein shall prevent a member of the Board of Directors from being employed by the Association to perform contract services to the Association provided said contract is approved by the Board of Directors and provided that any interested director shall not vote on any contract in which he (she) has an interest.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for the election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes shall be elected.

ARTICLE VI - MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at a hour and place as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three directors, after not less than one (1) days notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members, tenants and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least forty (40) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) at their discretion, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on the property owned by the Association
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area and easement areas to be maintained.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, who shall be at all times a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or within thirty (30) days as specified therein.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he (she) replaces.

SECTION 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes provided, however, that the President may designate in writing any other officer to execute checks or other documents on behalf of the Association in his absence.

Vice President

Act for the President in his absence and perform any other duties as set by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, and affix on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by the Board of Directors or their assign at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX - COMMITTEES

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration; a Nominating Committee and a Renter Committee, as provided in the By-Laws herein. Each Committee shall have a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

SECTION 2. Nominating Committee - Term of Office. The Nomination Committee shall be appointed by the Board of Directors ninety (90) days prior to each annual meeting of the members, and shall serve until the close of the annual meeting.

SECTION 3. Duties and Powers of the Nominating Committee:

(a) to make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

(b) to present to the Board of Directors, forty (40) days prior to the annual meeting of members, a slate of nominations.

SECTION 4. Renter Committee - Term of Office. The term of office for each member shall be one (1) year.

SECTION 5. Duties and Powers of Renter Committee:

(a) Recommend to the Board of Directors for approval or disapproval all applicants for a rental property lease prior to moving, physically or otherwise, into any rental property.

(b) A fee shall be charged for a reference and credit check of all applicants unless provided to the board by the Lessor or their agent. This fee will be based on the cost of a credit check plus any other cost incurred by the Association during the reference check.

(c) Disapprove a lease agreement for less than one (1) year.

(d) Provide renter with a copy of the rules and regulations pertinent to renters responsibility.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles in Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENT

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of the highest rate allowable by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ANCHOR VILLAGE TOWNHOMES AND VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII - AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.


SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.


ARTICLE XIV - MISCELLANEOUS


The fiscal year of the Association shall begin on the first day of January and end on the day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

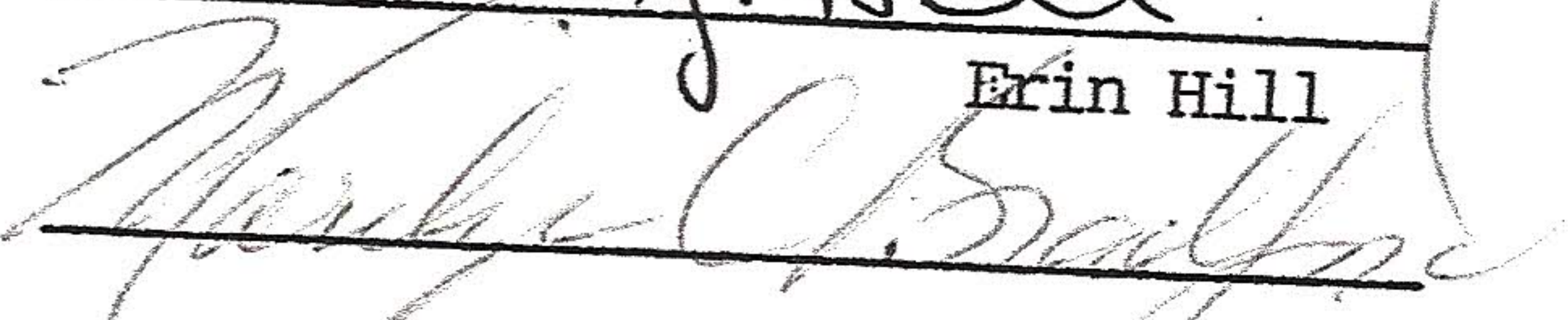
IN WITNESS WHEREOF, we, being all of the directors of the ANCHOR VILLAGE TOWNHOMES AND VILLAS HOMEOWNERS ASSOC. INC., have hereunto set our hands this 18 day of August, 1993


Jeffrey Thompson


John Detmer


Dorothy Veilland


Erin Hill


Marilyn Bradford

STATE OF FLORIDA
COUNTY OF BREVARD

Signed to and sworn before me this 18th day of August, 1993.


Notary Public

commission expires
Jan 8, 1994