

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 17<sup>th</sup> 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.

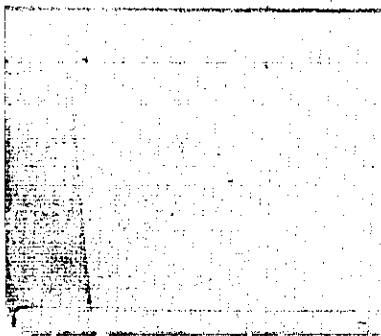
Section 2.7: Townhomes. The dwelling unit constructed on each Lot.

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ARTICLE III  
Subdivision Assessments

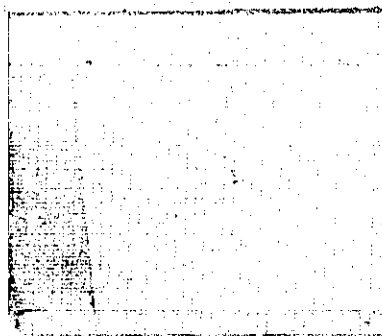
Section 3.1: General Purpose. The Subdivision Association is organized for the purpose of providing common services to the Lot Owners, painting the exterior walls of the Townhomes, landscaping on Lots and common property, providing for the enforcement of the covenants, and engaging in activities for 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.

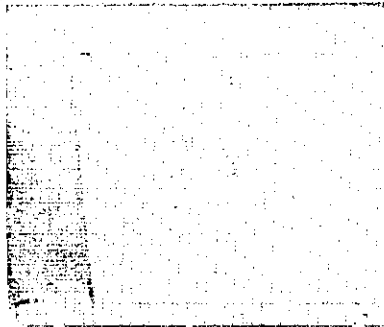
Section 3.8: Subordination of Lien to Mortgages. The lien of any assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all assessments levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. 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.

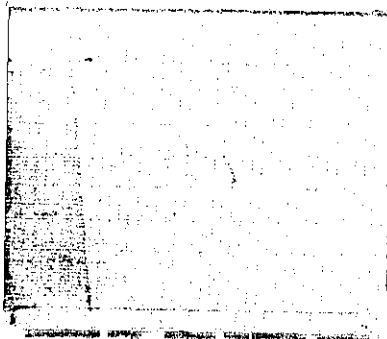
Section 4.5: Easements Across Adjacent Residential Parcels. As the nature of the Townhome developer necessitates the entry into adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Lot Owner and the Subdivision Association, its agents 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.

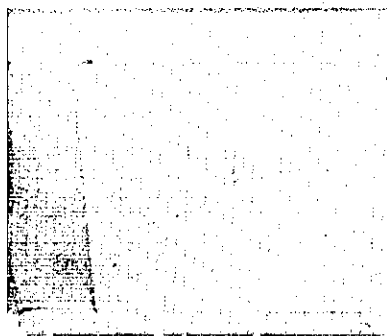
#### ARTICLE VI Rights Reserved by Developer

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.

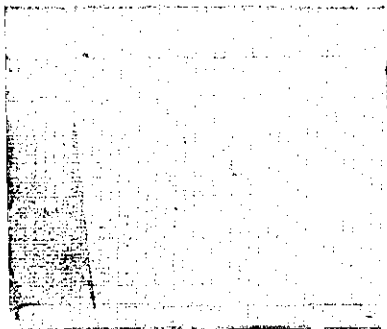
Section 7.2: Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been 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 owing 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;

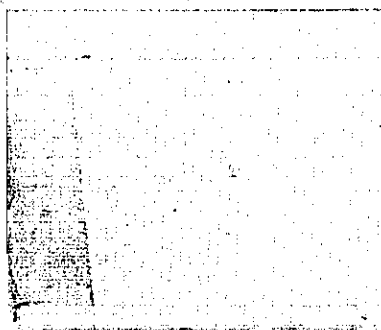
(ii) other than by act of any Owner, his agents or guests, it shall be the obligation of all Owners owning Lots in the Townhome Cluster to maintain or repair the exterior walls or roof of the Townhomes at their joint and equal expense.

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 sightly 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.

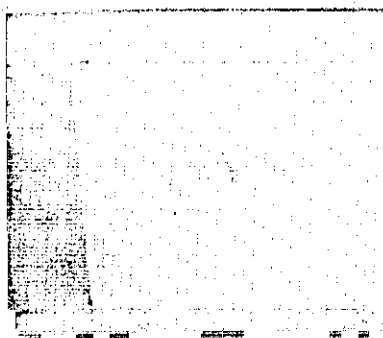
Section 8.5: Cable Television System. The Developer reserves the right to provide cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless the Developer agrees in writing to permit such service. Nothing contained in this paragraph shall 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 17<sup>th</sup> 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.

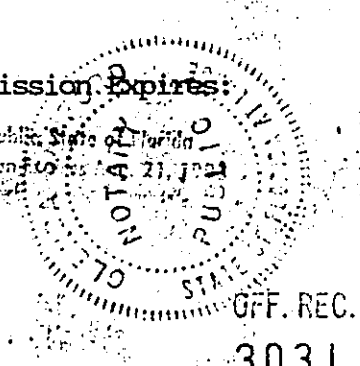
WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of November, 1989.

Glenda Sanford  
Notary Public

My Commission Expires:

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

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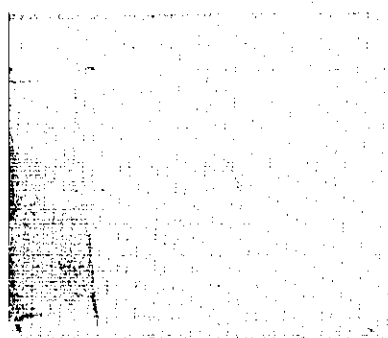


EXHIBIT "A"

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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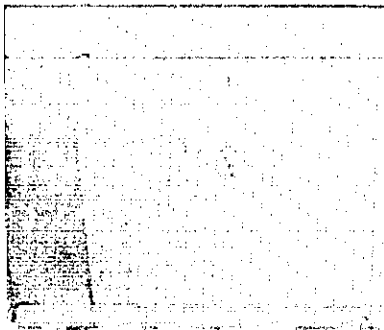


EXHIBIT "B"

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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