

Prepared by and return to:

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VERANDA PLACE SUBDIVISION**

THIS DECLARATION made this 17 day of December, 2008, by VERANDA PARTNERS ONE, LLC, a Florida limited liability company ("Developer"), and VERANDA PARTNERS TWO, LLC, a Florida limited liability company, and VERANDA PLACE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

**R E C I T A L S:**

A. The Declaration of Covenants and Restrictions for Veranda Place Subdivision is recorded in the Official Records Book 5818, Page 7064, et. seq.; and that certain First Amendment to Declaration of Covenants and Restrictions is recorded in Official Records Book 5877, Page 3000, both of the Public Records of Brevard County, Florida, and as thereafter amended (the "Covenants"); and

B. The property ("Property") encumbered by the Covenants is now described as set forth on the Plat of Veranda Place ("Plat") which is recorded in Plat Book 57, Pages 42 through 47, inclusive, Public Records of Brevard County, Florida; and

C. Developer has reserved the right to amend these Covenants pursuant to the provisions of Section 11.1 thereof for so long as Developer owns a Lot within the Property; and

D. Developer is owner of one (1) or more Lots contained within the Property as of the date of this instrument and desires to restate the Covenants in their entirety for the purposes of amending the Use Restrictions and Architectural Control and of integrating the Covenants with matters set forth on the Plat; and

E. Developer declares that the Lots within the Veranda Place Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with the land and shall be binding upon the Developer and all parties acquiring any interest in Veranda Place Subdivision after the recording of these Covenants in the public records.

**NOW THEREFORE**, Developer does hereby amend and restate the Covenants in their entirety to read as follows:

**ARTICLE I**  
**Mutual Benefits and Obligations**

The foregoing recitals are incorporated herein verbatim. The Covenants contained in this document are for the purpose of protecting the value and desirability of Veranda Place Subdivision and made for the mutual benefit of each and every owner of a lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot, its owner and the Association. Each owner, his or her family, friends, guests and invitees shall comply with the provisions of these Covenants while present within this subdivision.

**ARTICLE II**  
**Definitions**

**Section 2.1: Architectural Review Committee.** The Committee of Veranda Place Subdivision Community Association, Inc. charged with the duties set forth in Article VII of these Covenants.

**Section 2.2: Assessments.** Annual and Special Assessments by the Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

**Section 2.3: Association.** Veranda Place Community Association, Inc., a Florida not-for-profit corporation.

**Section 2.4: Board of Directors.** The Board of Directors of Veranda Place Community Association, Inc., a Florida not-for-profit corporation.

**Section 2.5: Veranda Place Subdivision.** This term shall mean all the property known as Veranda Place Subdivision as depicted on the recorded Plat.

**Section 2.6: Class A Member.** A member of the Association other than the Developer.

**Section 2.7: Class B Member.** A member of the Association which is the Developer.

**Section 2.8: Common Property.** The Association shall own, manage and maintain all Common Property for the use and benefit of all owners. The Common Property is depicted on the Plat as Tracts A, B, C, D, E, H, J, K, M, N, O, P, Q, R, S and T and is more specifically identified as follows:

- (a) Tracts A, H and R are a part of the Surface Water or Stormwater Management System and shall constitute open space.
- (b) Tracts B and C are subject to a conservation easement in favor of the District as described in Article X hereof.
- (c) Tracts D, E, M, N, O, P, Q, S and T are landscape amenity tracts which shall be maintained by the Association.

- (d) Tracts J and K are private rights-of-way for vehicular and pedestrian ingress and egress within Veranda Place Subdivision.

**Section 2.9 Other Property.** All tracts depicted on the Plat other than Common Property shall be owned and used as follows:

- (a) Tracts F and G shall be conveyed by the Developer to the City of Melbourne as a road right-of-way. Tracts F and G shall not be subject to any covenants and restriction imposed by this instrument; shall not be subject to Association governance and shall not be required to pay Assessments.
- (b) Tract L shall be conveyed by the Developer to the City of Melbourne for use as a sewer lift station facility. Tract L shall not be subject to any covenants and restriction imposed by this instrument; shall not be subject to Association governance and shall not be required to pay Assessments.
- (c) Tracts I-1, I-2 and U shall be utilized for commercial purposes. Tracts I-1, I-2 and U shall not be subject to any covenants and restriction imposed by this instrument; shall not be subject to Association governance and shall not be required to pay Assessments.

**Section 2.10 Conservation Area or Conservation Easement Area.** These terms shall mean and refer to Tracts B and C as depicted on the Plat. The Developer reserves the right to add lands to the Conservation Easement Area.

**Section 2.11: Developer.** Veranda Partners One, LLC, a Florida limited liability company, its successors or assigns.

**Section 2.12: District.** This term shall mean the St. Johns River Water Management District, its successors or assigns.

**Section 2.13: Lot.** Each of Lots 1 through 114 in the Subdivision, regardless of whether a dwelling has been constructed on such Lot.

**Section 2.14: Owner.** Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

**Section 2.15: Surface Water or Stormwater Management System.** This term shall include Tracts A, B, C, H and R as depicted on the Plat, all of which comprise a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

**ARTICLE III**  
**Subdivision Assessments**

**Section 3.1: General Purpose.** The Association is organized for the purpose of providing common services to Lot Owners, owning and maintaining the Common Property, which shall include the private roadways, Surface Water or Storm Water Management System, entrance way, signage and lighting situate on Common Property and providing for enforcement of the Covenants and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto.

All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The 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 Association or as deemed necessary by Developer prior to turnover.

In order to pay for these services, the 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 Developer are subject to a continuing lien to secure unpaid Assessments due to the 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 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 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: Assessments.** The Association shall fix the amount of the Assessment against each Lot which shall be payable on the first day of each calendar year. All Assessments shall be uniform in amount to each Lot. The Association shall notify the Owner of each lot of the amount and the place of payment of such Assessment. From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner and for each year thereafter, the maximum Assessment may be increased each year over the prior year by not more than ten percent (10%) over the maximum Assessment for the previous year. In the event the Board of Directors shall desire to increase the amount of the Assessment over the maximum amount herein set forth, then and in such event, such action shall require the vote of two-thirds (2/3) of the Owners at a meeting duly called for such a purpose.

All Lots owned by the Developer shall be exempt from Assessments during such time as the Developer is in control of the Association, however, the Developer shall and does hereby agree to pay, pursuant to Section 720.308, Florida Statutes, all operating expenses incurred by the Association to the extent such expenses exceed the Assessments receivable from Class A members and other income of the Association, while the Developer is in control of the Association.

**Section 3.4: Date of Commencement Assessments.** The Assessment for each Lot shall begin upon conveyance of the Lot to a Class A Member. The first Assessment for each Lot shall include an initial contribution in an amount equal to One Thousand Dollars (\$1,000.00) in addition to the Assessment determined under Section 3.3 of these Covenants. The first Assessment shall be in the amount and shall be payable in advance at the place established by the Association and at the time of the conveyance of a Lot to a purchaser.

**Section 3.5: Special Assessments.** The 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 Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund that may be established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners.

**Section 3.6: 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 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 Common Property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorneys fees and costs for the enforcement of the rights herein.

**Section 3.7: 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. 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. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

**Section 3.8: Damage by Owners.** The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Property which is necessary by reason of carelessness, neglect or willful action or by that of the Owner's family, 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 other Assessments provided for in these Covenants.

**Section 3.9 Violation of Covenants.** Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of receipt by the Owner of a statement for such amounts from the Association. If any said sums are not paid when due, the Association may enforce collection as herein provided.

**ARTICLE IV  
Owner's Rights**

**Section 4.1: Right to Use Common Property:** Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, to the easements herein granted and those appearing on the Plat. This right shall pass with title to the Lot owned by the Owner.

**Section 4.2: Utilities.** Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat and as the same may be relocated from time to time, subject however to regulations and ordinances of Brevard County, Florida.

**ARTICLE V  
Rights and Duties of the Homeowners Association**

**Section 5.1: Enforcement Rights.** The 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 and restrictions, 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 Association on demand. Entry to remove and cure any violation of these Covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The Association shall have the right to impose a fine in the amount of Ten Dollars (\$10.00) per day for each violation of these Covenants by the Owner of a Unit which remains uncured following ten (10) days written notice and which identifies the violation and the date by which such violation shall be cured.

The rights of the 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 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: Common Property Rights.** The Association shall have the right:

(a) 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;

(b) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.

(c) to assess fines for violation of these Covenants as provided in Section 5.1 hereof, which amounts shall be added to the next installment of the annual Assessment to which the lot is subject and enforceable as provided in Article III of these Covenants.

**Section 5.3: Duty to Maintain Common Property.** The Association shall have the duty to maintain all Common Property. The duty to maintain shall include the maintenance of all private roadways depicted on the Plat and appurtenant sidewalks; maintenance of the walls at the entrance to the Subdivision; maintenance of all lighting, painted surfaces and all vegetation and supplemental plantings located upon the Common Property. The Association is fully authorized to otherwise keep the Common Property in a safe and attractive condition and to maintain reasonable standards of safety and appearance through the Subdivision.

**Section 5.4: Duty to Maintain Surface Water or Stormwater Management System.** The Association shall have the duty to maintain, operate and repair the Surface Water or Stormwater Management System. Assessments imposed by the Association shall be used, inter alia, for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**Section 5.5: Duty to Maintain Swales.** The Association shall be responsible for the maintenance, operation, and repair of the swales on the Owner's property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating or otherwise obstructing the surface water flow in the swales is prohibited.

**Section 5.6: Membership.**

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B Members shall be the Developer. The Class "B" Members shall be entitled to three (3) votes for each Lot it owns. The Class B Membership shall cease and be converted to Class A Membership upon the sale of the last Lot in the Subdivision owned by the Developer or as may otherwise be provided by Florida law.

The Developer shall be entitled to elect at least one (1) member of the Board of Directors of the Association for so long as the Developer holds for sale in the ordinary course of business at least one (1) Lot in the subdivision. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer-owned voting interest in the same manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

**Section 5.7: Attorneys Fees.** The Association shall be entitled to recover reasonable attorneys fees and costs for the enforcement of any of its rights herein.

## ARTICLE VI Rights Reserved by Developer

**Section 6.1: Eminent Domain.** If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any Owner other than Developer for any portion of any award, provided 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.** The Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer may grant 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 Developer are and shall remain private easements and the sole and exclusive property of the Developer.

**Section 6.3: 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 6.4: Developer Rights Regarding Temporary Structures, Etc.** Developer reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Developer and to erect and maintain or to permit commercial and display signs as Developer, in its sole discretion, deems advisable. 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. Nothing in this paragraph allows any use or structure not in conformance with the City of Melbourne Code.

**Section 6.5: Further Restrictions.** 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 Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

**Section 6.6: Release of Restrictions, Easements.** If a residence is erected, or the construction of the residence 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. Developer shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Property, or the easement area, so long as 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 except that Developer shall not release any Lot from any restriction related to the stormwater management system or conservation easement or permit encroachment into any drainage easement or conservation easement. This subpart does not effect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions.

## ARTICLE VII Use Restrictions and Architectural Control

**Section 7.1: Leases** Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

The Leased Premises are a part of a Subdivision. All persons occupying property in Veranda Place Subdivision are required to observe the Covenants and Restrictions of Veranda Place Community Association, Inc. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

**Section 7.2: Construction Restrictions - Estates.** Construction restrictions for the Estates (Lots 1-19) of Veranda Place Subdivision are imposed as follows:

**7.2.1** A minimum thirty (30) foot set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum fifteen (15) foot set back shall be maintained between the side walls of all structures and the side Lot line. A minimum of twenty-five (25) feet shall be maintained on all corner Lots between the side walls of all structures and the side Lot line. A minimum fifteen (15) foot set back shall be maintained on all corner Lots between the side wall of all living structures and the side Lot line. A minimum twenty five (25) foot set back shall be maintained between the rear wall of all living structures and the rear Lot line. Patio and pool structures may encroach into the rear yard setback as may be allowed by City of Melbourne, Florida.

**7.2.2** The minimum floor area for a single story dwelling shall be one thousand seven hundred fifty (1,750) square feet. A two-story dwelling shall contain a minimum of one thousand eight hundred (1,800) square feet on the first floor and shall contain a minimum of six hundred (600) square feet on the second floor. "Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

**7.2.3** All utilities shall be installed underground.

**7.2.4** All roofs shall have a minimum pitch of 6/12 for one story homes and a minimum pitch of 5/12 for two story homes.

7.2.5 All roof finishes shall be clay or cement tile, cedar shake, or 30 year dimensional shingles. 3-tab shingles are prohibited.

7.2.6 Exterior materials of any home such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the Architectural Review Committee as provided in Section 7.8 hereof.

7.2.7 All landscaping on the Common Property shall meet minimum City of Melbourne, Florida standards and requirements, and shall specifically include sodding and irrigation of the ten (10') foot buffer and drainage easement located along the rear of each Lot and as depicted on the Plat. All vegetation on the Common Property must be fully irrigated and sodded with floritam.

7.2.8 All Lots must be fully irrigated and sodded with Floritam (St. Augustine) grass. The sod on lake front Lots shall extend to the water's edge.

7.2.9 Trees may be removed from a Lot only to the extent of the area required for the building pad, sidewalks and driveways. In all other cases, trees may only be removed upon approval of the Architectural Review Committee, it being the intent to preserve as much of the wooded character of the Community as is reasonably possible.

7.2.10 No garage shall house less than two (2) nor more than four (4) vehicles. The ARC shall have the right to impose limitations on garage design, including materials, aprons, and location. Garage doors shall not exceed seven feet six inches (7'6") in height and all garage doors shall be uniform in height. No plastic or fiberglass garage doors or other unsightly door systems shall be allowed. The garage doors shall not be altered, closed-in, or converted into screens or permanent walls. No garage may be turned into an air-conditioned space to be used for any purpose other than a garage unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the ARC. Garage service doors are optional. All non-standard garage door material must be submitted to the ARC prior to installation and receipt of approval.

7.2.11 All landscaping on Lots shall meet minimum City of Melbourne requirements. Each Lot shall be landscaped with trees, shrubs, bushes and other vegetation having a total value (materials and labor) of not less than Seven Thousand and No/100 Dollars (\$7,000) and such landscaping shall be installed prior to applying for a certificate of occupancy.

7.2.12 All entry ways, sidewalks and driveways shall be finished with pavers.

**Section 7.3: Construction Restrictions – The Lakes.** Construction restrictions for The Lakes (Lots 20-92) of Veranda Place Subdivision are imposed as follows:

7.3.1 A minimum thirty (30) foot set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum fifteen (15) foot set back shall be maintained between the side walls of all structures and the side Lot line. A minimum of twenty-five (25) feet shall be maintained on all corner Lots between the side walls of all structures and the side Lot line. A minimum fifteen (15) foot set back shall be maintained on all corner Lots between the side wall of all living structures and the side Lot line. A minimum twenty five (25) foot set back shall be maintained between the rear wall of all living

structures and the rear Lot line. Patio structures may encroach into the rear yard setback as may be allowed by City of Melbourne, Florida.

**7.3.2** The minimum floor area for a single story dwelling shall be two thousand (2,000) square feet. A two-story dwelling shall contain a minimum of one thousand eight hundred (1,800) square feet on the first floor and shall contain a minimum of six hundred (600) square feet on the second floor. "Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

**7.3.3** All utilities shall be installed underground.

**7.3.4** All roofs shall have a minimum pitch of 6/12 for one story homes and a minimum pitch of 5/12 for two story homes.

**7.3.5** All roof finishes shall be clay or cement tile, cedar shake or 30 year dimensional shingles. 3-tab shingles are prohibited.

**7.3.6** Exterior materials of any home such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the Architectural Review Committee as provided in Section 7.8 hereof.

Exterior Requirements:

- (a) Foam banding accents required below windows.
- (b) Stucco banding accents required around all windows and doors for all lake view lots.

**7.3.7** All landscaping on the Common Property shall meet minimum City of Melbourne, Florida standards and requirements, and which shall specifically include sodding and irrigation of the ten (10') foot buffer and drainage easement located along the rear of each Lot and as depicted on the Plat. All vegetation on the Common Property must be fully irrigated and sodded with floratam.

**7.3.8** All Lots must be fully irrigated and sodded with Floratam (St. Augustine) grass. The sod on lake front Lots shall extend to the water's edge.

**7.3.9** Trees may be removed from a Lot only to the extent of the area required for the building pad, sidewalks and driveways. In all other cases, trees may only be removed upon approval of the Architectural Review Committee, it being the intent to preserve as much of the wooded character of the Community as is reasonably possible.

**7.3.10** No garage shall house less than two (2) nor more than four (4) vehicles. Side entry garages are desirable when possible. The ARC shall have the right to impose limitations on garage design, including materials, aprons, and location. Garage doors shall not exceed seven feet six inches (7'6") in height and all garage doors shall be uniform in height. No plastic or fiberglass garage doors or other unsightly door systems shall be allowed. The garage doors shall not be altered, closed-in, or converted into screens or permanent walls. No garage may be turned into an air-conditioned space to be used for any purpose other than a garage unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the ARC. Garage service doors are optional. All non-standard garage door material must be submitted to the ARC prior to installation and receipt of approval.

**7.3.11** All landscaping on Lots shall meet minimum City of Melbourne requirements. Each Lot shall be landscaped with trees, shrubs, bushes and other vegetation having a total value (materials and labor) of not less than Seven Thousand and No/100 Dollars (\$7,000) and such landscaping shall be installed prior to applying for a certificate of occupancy.

**7.3.12** All entry ways, sidewalks and driveways shall be finished with pavers.

**Section 7.4: Construction Restrictions – The Preserve.** Construction restrictions for The Preserve (Lots 93-114) of Veranda Place Subdivision are imposed as follows:

**7.4.1** A minimum thirty (30) foot set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum fifteen (15) foot set back shall be maintained between the side walls of all structures and the side Lot line. A minimum of twenty-five (25) feet shall be maintained on all corner Lots between the side walls of all structures and the side Lot line. A minimum fifteen (15) foot set back shall be maintained on all corner Lots between the side wall of all living structures and the side Lot line. A minimum twenty five (25) foot set back shall be maintained between the rear wall of all living structures and the rear Lot line. Patio structures may encroach into the rear yard setback as may be allowed by City of Melbourne, Florida.

**7.4.2** The minimum floor area for a single story dwelling shall be two thousand (2,000) square feet. A two-story dwelling shall contain a minimum of one thousand eight hundred (1,800) square feet on the first floor and shall contain a minimum of six hundred (600) square feet on the second floor. "Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

**7.4.3** All utilities shall be installed underground.

**7.4.4** All roofs shall have a minimum pitch of 6/12 for one story homes and a minimum pitch of 5/12 for two story homes.

**7.4.5** All roof finishes shall be clay or cement tile, cedar shake or 30 year dimensional shingles. 3-tab shingles are prohibited.

**7.4.6** Exterior materials of any Lot such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the Architectural Review Committee as provided in Section 7.8 hereof.

Exterior Requirements:

- (a) Foam banding accents required below windows and capping stone.
- (b) Stucco banding accents required around all windows and doors.

**7.4.7** All landscaping on the Common Property shall meet minimum City of Melbourne, Florida standards and requirements, and which shall specifically include sodding and irrigation of the ten (10') foot buffer and drainage easement located along the rear of each Lot and as depicted on the Plat. All vegetation on the Common Property must be fully irrigated and sodded with floritam.

7.4.8 All Lots must be fully irrigated and sodded with Floratam (St. Augustine) grass. The sod on lake front Lots shall extend to the water's edge.

7.4.9 Trees may be removed from a Lot only to the extent of the area required for the building pad, sidewalks and driveways. In all other cases, trees may only be removed upon approval of the Architectural Review Committee, it being the intent to preserve as much of the wooded character of the Community as is reasonably possible.

7.4.10 No garage shall house less than two (2) nor more than four (4) vehicles. Side entry garages are desirable when possible. The ARC shall have the right to impose limitations on garage design, including materials, aprons, and location. Garage doors shall not exceed seven feet six inches (7'6") in height and all garage doors shall be uniform in height. No plastic or fiberglass garage doors or other unsightly door systems shall be allowed. The garage doors shall not be altered, closed-in, or converted into screens or permanent walls. No garage may be turned into an air-conditioned space to be used for any purpose other than a garage unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the ARC. Garage service doors are optional. All non-standard garage door material must be submitted to the ARC prior to installation and receipt of approval.

7.4.11 All landscaping on Lots shall meet minimum City of Melbourne requirements. Each Lot shall be landscaped with trees, shrubs, bushes and other vegetation having a total value (materials and labor) of not less than Seven Thousand and No/100 Dollars (\$7,000) and such landscaping shall be installed prior to applying for a certificate of occupancy.

7.4.12 All entry ways, sidewalks and driveways shall be finished with pavers.

**Section 7.5: Maintenance of Residences and Lots.**

(a) All Lots, residences and improvements on the Lots, including sod to the edge of the pavement, and for waterfront Lots to the water's edge, shall be maintained by the Owner, in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.

(b) In the event of damage or destruction by fire or other casualty to the residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence 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 destruction.

(c) In the event any Lot, be it vacant or improved, is not maintained, as herein provided, the Association after written notice to the Lot Owner specifying a period of time to correct all noncompliance conditions, shall have the right to enter upon the Lot for purposes of cutting and removing such overgrowth and achieving a neat and orderly appearance of the Lot. All costs and expenses incurred by the Association performing such maintenance shall be made a part of the Assessment against such Lot and enforced in the manner set forth in these Covenants.

**Section 7.6: Miscellaneous Use Restrictions.**

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Architectural Review Committee. No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot. No fences or walls of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences must be in conformance with all government regulatory codes and setback requirements. As to any Lot that adjoins retention or preservation areas, no fence or wall, portion thereof, may be constructed behind the rear of any residence. All fences to be constructed in the Subdivision shall be 6' tall shadow box type and made of beige PVC. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the fence type and location.

(b) All Lots are residential parcels and shall be used exclusively for single family residential purposes. Detached storage buildings are not permitted. Nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided.

(c) 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 so placed or screened 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.

(d) No livestock, horses, poultry, or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cat or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets shall be kept only in the residence or within a fenced courtyard area.

(e) No commercial activity shall be conducted on any Lot with the exception of a builder's real estate sales office.

(f) No home business that requires signage or congregate care facilities shall be conducted within the Subdivision.

(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. All propane tanks shall be buried underground.

(h) All signs, billboards, banners, and advertising structures of any kind are prohibited, except building signs during construction periods that are approved by Developer, and signs to advertise the property for sale during any sales period. "For Sale" signs may be placed on a Lot but shall not exceed four (4) square feet in area or exceed thirty-six (36) inches in height from the ground. No sign may be nailed or attached to trees.

(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 sight line 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 sight lines. Any such tree or 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) Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

(k) The parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use for an extended period of time. Recreational vehicles, boats and trailers shall be parked only in a garage. Boat and trailer storage is prohibited.

(l) No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any Lot, except in an enclosed area with the doors thereto closed at all times.

(m) No antennae of any kind shall be permitted upon any Lot except as may be approved by the Architectural Review Committee.

(n) Above-ground swimming pools are not permitted.

(o) Clotheslines will not be permitted to be visible outside of the Lot. Nothing herein contained shall be construed to conflict with Section 163.04, Florida Statutes.

(p) No solar panels shall be permitted on any portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or in a backyard.

(q) Irrigation pumps, pool equipment, heating, ventilating and air conditioning units shall be screened from view with a twenty-four inch (24") high landscape hedge or a six foot (6') screened enclosure which fully complies with all fencing requirements.

(r) No window mounted air conditioners are permitted.

(s) Mail boxes and posts shall conform to model P13-M1 from [www.creativemailboxdesigns.com](http://www.creativemailboxdesigns.com) and shall be located on the curb in accordance with postal regulations. A well manicured flowerbed adjacent to the mailbox is encouraged.

(t) No supplemental plantings shall be placed upon any Lot except as may be approved by the Architectural Review Committee, and in such event, the maintenance and replacement of all such supplemental plantings shall be the full responsibility of the Lot Owner.

(u) No basketball backboards shall be attached to a residence. All permanent and portable basketball hoops shall be located a minimum of thirty feet (30') behind the front Lot line. Permanent structures shall require ARC approval.

(v) No antennae of any kind shall be permitted upon any Lot except as may be approved by the Architectural Review Committee. No roof mounted antennae is permitted. Satellite dishes less than or equal to 18" in diameter are permitted if wall mounted on the rear wall of the building structure.

(w) All Lots must be fully irrigated and sodded with Floratam (St. Augustine) grass which, for lakefront Lots, must extend to the waters edge.

(x) Selective clearing of each Lot is required, and clearing outside the building envelope shall require ARC approval. It is the intent of the Architectural Review Committee that the wooded character of a Lot be preserved to the greatest extent possible.

**Section 7.7: Plan Review.** The Architectural Review Committee shall review all construction plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant applying to such Lot. A fee in the amount of Two Hundred Dollars (\$200.00) shall be payable to the Association at such time as the plans are submitted to the Architectural Review Committee. (Developer's pre-approved builders are exempt from the review fee.) Applications for fences, satellite dishes, and supplemental plantings shall require a fee of Fifty Dollars (\$50.00) per application.

**Section 7.8: Duties of the Architectural Review Committee.** The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

(a) Plot Plan: An accurately drawn and dimensioned plot plan in 1" = 20' or 30' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.

(b) Floor Plan(s): Drawn to scale of 1/4" per foot.

(c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.

(d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the Architectural Review Committee.

(e) Landscaping plans in 1" = 20' or 30' scale indicating existing trees, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees.

The Architectural Review Committee shall have the right to approve or disapprove any structure, fence, wall, screened enclosure, grating, floor, elevation and drainage plan, drain, mail box, solar energy device, antenna, satellite dish, decorative building, landscape plan, landscape device or other improvement change or modification and to approve or disapprove an exterior additions, changes, modifications or alterations to a residence. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is the Developer's intent to protect the community for nuisances and maintain the aesthetic quality with substantial uniformity of the residences. The Association may adopt additional standards and criteria to effect the purposes of this Section.

**Section 7.9: Architectural Review Committee Membership.** The Architectural Review Committee shall be comprised of a minimum of three (3) regular members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The Alternate members shall fill any vacancies that might occur.

**Section 7.10: Selection.**

(a) Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review Committee member shall be elected by a majority vote by the Association. Elections shall be held annually during the month of January of each year.

(b) The Developer has the right to select the membership of the Architectural Review Committee at his total discretion until the last Lot is sold. After the last Lot is sold, the Architectural Review Committee shall be appointed by the Board of Directors.

(c) The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder and to waive the ARC fee. This approval may include colors, materials and landscaping options offered to the public. This approval shall in no way imply that the builder may ignore or violate the restrictions and Covenants set forth.

**Section 7.11: Plan of Development.** It is the plan of the Developer to develop Veranda Place Subdivision into a community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, existing vegetation, and conformity to the Declaration.

**Section 7.12: Initiation of Construction.** Construction of a residence upon a Lot shall commence within thirty-six (36) months following the purchase of a Lot by the Owner unless otherwise approved in writing by the Developer, or upon turnover, by the Association.

**ARTICLE VIII  
Utility Provisions**

**Section 8.1: Water System.** The central water supply system provided by 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 by 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, except for irrigation purposes, shall be permitted on any Lot.

**Section 8.2: Sewage System.** The central sewage system provided by the City of Melbourne for the service to residential communities 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 furnishings of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within Veranda Place Subdivision.

**Section 8.3: Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots by such contractor as may be selected by any governmental authority. 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 City of Melbourne.

**Section 8.5: Natural Gas Service.** The Subdivision is served by natural gas. The provider is City Gas. Connection to the gas system is mandatory with at least one gas appliance. All connections and regulator equipment shall not be visible from the roadway. The use of landscaping to shield the equipment is required.

## ARTICLE IX Easements

**Section 9.1: Establishment of Easements.** All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of Veranda Place Subdivision;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By this Declaration or by a separate instrument, to be subsequently recorded by the Developer; or
- (d) By virtue of any reservation of rights set forth in these Covenants.

**Section 9.2: Easement for Utilities.** An easement is hereby granted to City of Melbourne for the installation, maintenance, and operation of water, sewer, drainage and other utilities as set forth on the Plat or reserved herein which shall include the right of access, installation, maintenance and operation of said utilities.

**Section 9.3: Easement over Lots.** The easement described herein is specifically depicted on the Plat. For so long as Developer is the Owner of any Lot, the Developer hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Developer for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Developer shall have and does hereby retain and reserve the right

to release the Lot from the encumbrance of the easement; provided, however, that Developer shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

**Section 9.4: Easement for Access and Drainage.** The Developer, until turnover and thereafter, the Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Developer and the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

Notwithstanding anything herein contained to the contrary, Tract I shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System to provide drainage for Tract I. The cost of connection to the Surface Water or Stormwater Management System for Tract I shall be paid by the Owner thereof, but Tract I shall bear no cost or Assessments with respect to maintenance the Surface Water or Stormwater Management System.

**Section 9.5: Tract J Access.** An easement over, under and across Lot 34 and Tract O is imposed for private roadway purposes, and which shall connect Tract K and Tract J until such time as Tract G shall become a public road thereby affording Tract J access to public roads. At such time, the easement herein imposed upon Lot 34 and Tract O shall terminate and Lot 34 shall thereafter again become a residential building Lot within the Subdivision.

**Section 9.6: Easement Restrictions.** Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may alter the drainage flow in the easements without the prior written approval of the District.

**Section 9.7: Construction of Easement Provisions.** Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

**Section 9.8: Public Service.** Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Common Property for the purpose of performing their appropriate and lawful functions.

## ARTICLE X Conservation Easement

**Section 10.1: Conservation Easement Areas.** Pursuant to the provisions of Section 704.06, Florida Statutes, Developer hereby voluntarily grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the

“Conservation Easement”). Developer fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 4-009-101697-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

**Section 10.2: Purpose.** The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

**Section 10.3: Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

**10.3.1** Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

**10.3.2** Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

**10.3.3** Removing, destroying or trimming trees, shrubs, or other vegetation.

**10.3.4** Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

**10.3.5** Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

**10.3.6** Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

**10.3.7** Acts or uses detrimental to such retention of land or water areas.

**10.3.8** Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

**Section 10.4: Responsibilities.** The Developer, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

**Section 10.5: Reserved Rights.** Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

**Section 10.6: Rights of District.** To accomplish the purposes stated herein, the Developer conveys the following rights to the District:

**10.6.1** To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

**10.6.2** To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

**Section 10.7: District's Discretion.** District may enforce the terms of this Conservation Easement at its discretion, but if Developer breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

**Section 10.8: District's Liability.** Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Developer's ownership of the Conservation Easement Areas, except for any liability for any injury or damage caused by the negligence of the District, its agents or representatives. Nothing herein is intended to serve as a waiver of sovereign immunity, if applicable.

**Section 10.9: Acts Beyond Developer's Control.** Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Developer for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Developer under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

**Section 10.10: Amendment.** The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

**Section 10.11: Successors.** The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

## ARTICLE XI General Provisions

**Section 11.1: 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 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 the requirements as described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the President and Secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon an 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 joinder of any party. Notwithstanding anything 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 while the Developer owns a lot, without the consent in writing of the Developer. Any amendment to these Covenants which alters any provision relating to the Surface Water or Storm water Management System, other than for matters relating to maintenance of the Surface Water or Storm water Management System as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of the District.

**Section 11.2: Notices.** Any notice required to be sent to any person pursuant to any provisions 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 Association. The effective date of the notice shall be the date of mailing.

**Section 11.3: 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 effect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

**Section 11.4: Assignment by Developer.** Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, 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 11.5: 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 Subdivision 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.

**IN WITNESS WHEREOF**, the undersigned, being the Developer herein, has hereunto set their hand and seal the day and year first above written.

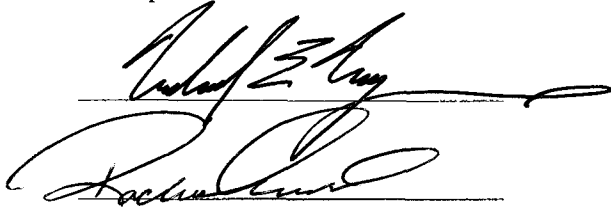
**THE PARTIES HAVE EXECUTED JOINDERS TO THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR VERANDA PLACE SUBDIVISION FOR THE PURPOSE THEREIN SET FORTH, ALL OF WHICH ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.**

**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VERANDA PLACE SUBDIVISION**

The undersigned does hereby execute the Declaration of Covenants and Restrictions for Veranda Place Subdivision this 17 day of December 2008 to which this Joinder is attached for the purpose therein set forth.

Signed, sealed and delivered  
in the presence of:

**VERANDA PARTNERS ONE, LLC,**  
a Florida limited liability company

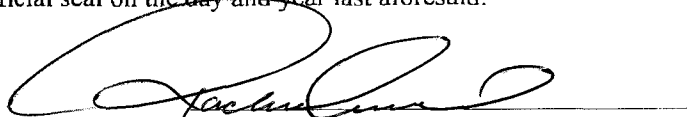


By: Coy A. Clark  
Coy A. Clark, Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 17 day of December, 2008, before me personally appeared **COY A. CLARK**, Manager of **VERANDA PARTNERS ONE, LLC**, a Florida limited liability, to me personally known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.

  
Notary Public

My Commission Expires: 5/15/09

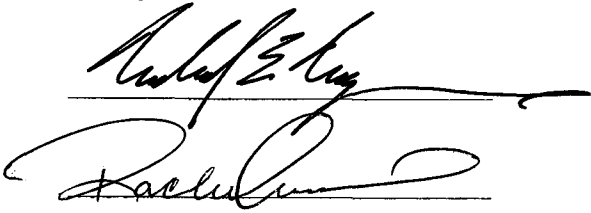


**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VERANDA PLACE SUBDIVISION**

The undersigned does hereby execute the Declaration of Covenants and Restrictions for Veranda Place Subdivision this 17 day of December 2008 to which this Joinder is attached for the purpose therein set forth.

Signed, sealed and delivered  
in the presence of:

**VERANDA PARTNERS TWO, LLC, a**  
a Florida limited liability

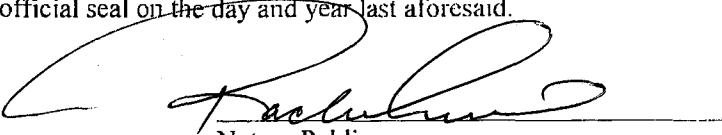


By: Coy A. Clark  
Coy A. Clark, Manager

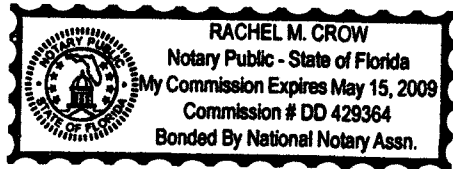
STATE OF FLORIDA  
COUNTY OF BREVARD

**I HEREBY CERTIFY** that on this 17 day of December, 2008, before me personally appeared **COY A. CLARK**, Manager of **VERANDA PARTNERS TWO, LLC**, a Florida limited liability company, to me personally known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

**WITNESS** my signature and official seal on the day and year last aforesaid.

  
Notary Public

My Commission Expires: 5/15/09

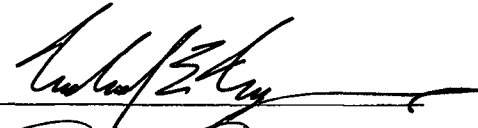



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VERANDA PLACE SUBDIVISION**

The undersigned does hereby execute the Declaration of Covenants and Restrictions for Veranda Place Subdivision this 17 day of December 2008 to which this Joinder is attached for the purpose therein set forth.

Signed, sealed and delivered  
in the presence of:

**VERANDA PLACE COMMUNITY  
ASSOCIATION, INC.**, a Florida not-for-profit  
corporation

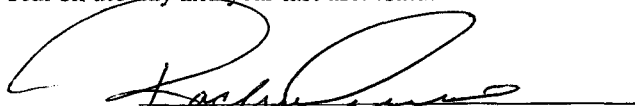
  


By: Coy A. Clark  
Coy A. Clark, President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 17 day of December, 2008, before me personally appeared **COY A. CLARK**, Manager of **VERANDA PLACE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, to me personally known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.

  
Notary Public

My Commission Expires: 5/15/09

