

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAST BAY PLANTATION, INC.**

AMENDMENTS TO THE COVENANTS, AS RECORDED 02/20/2019 BREVARD COUNTY , ARE IN BOLD PRINT

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAST BAY PLANTATION
AMENDMENTS TO THE COVENANTS, AS RECORDED 02/20/2019 BREVARD COUNTY, ARE IN BOLD PRINT

THIS DECLARATION is made on this 21st day of January, 1991, by INTERVEST HOMES LIMITED, a Florida limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property located in Brevard County, Florida, more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, Declarant desires to subject all of the Property to the terms and conditions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are created and established for the purpose of protecting the value and desirability of the Property, and enhancing and preserving the welfare of the residents and owners thereof. The restrictions, covenants and conditions contained herein shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to EAST BAY PLANTATION HOMEOWNERS ASSOCIATION, Inc. a Florida not-for-profit corporation, its successors or assigns.

Section 2. "Owner" shall mean and refer to the record title owner of fee simple title to any Lot (whether one or more persons or entities), including contract purchasers, but excluding parties holding such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereon)

owned by the Association for the common use and enjoyment of the Owners; Declarant shall have the right, but not the obligation, to convey additional property to the Association, and upon such conveyance said property (including the improvements thereon) shall also become Common Area.

Section 5. "Lot" shall mean and refer to any separate plot of land as shown upon any recorded subdivision plat of the Property, excluding the Common Area.

Section 6. "Declarant" shall mean and refer to INTERVEST HOMES LIMITED, a Florida Limited Partnership, and its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments or modifications made in accordance with the provisions hereof.

Section 8. "Structure" shall mean any improvement upon the Property, including but not limited to paving and parking lots, signs, residences, garages, storage buildings and lift stations but not including improvements providing electric, telephone, television, water, sewer or other utilities services.

Section 9. "Architectural Review Committee" or "ARC" shall mean and refer to the committee created and established in accordance with the provisions of Article VII hereof.

Section 10. "FHA and VA" shall refer to the Federal Housing Administration and the Veterans Administration respectively.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement to use and enjoy all or any portion of the Common Area for its intended purpose, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The Association may charge reasonable admission and other fees for the use of any recreational lot or facility which may be built upon the Common Area;

(b) The Association may suspend an Owner's voting rights and the right to use the Common Area for any period during which any assessment against such Owner's lot remains unpaid or for a period not to exceed sixty (60) days for each infraction of the Association's rules and regulations concerning the Common Area;

(c) If the property subsequently receives FHA and or VA approval any of the following

actions shall require the prior approval of said agencies. With said approval the Association may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such transfer signed by 2/3 rd's of each class (if two classes of members exists) of members has been recorded.

(d) Children under the age of twelve (12) may not use the recreational facilities unless accompanied by a parent or legal guardian who is an Owner.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Membership. The Association shall have two classes of membership, as outlined below, which shall have the voting rights specified below:

Class A. Class A shall consist of all Owners with the exception of Declarant and Declarant's successors and assigns. Class A members shall be entitled to one vote for each lot owned. Following the Conversion Date, both Class A and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned. In the event that two or more parties hold an interest in any lot, the vote for such lot shall be exercised as such parties may determine, but in no event may more than one vote be cast with respect to any lot.

Class B. Class B shall consist of Declarant. Class B member shall have three (3) votes for each Lot owned. Upon the occurrence of the Conversion Date, the Association shall succeed Declarant as Declarant hereunder, and shall succeed to all of the rights, obligations and powers of Declarant hereunder. The Conversion Date shall be defined as the earlier of the following to transpire:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) the date Declarant (or its successors or assigns) conveys the last lot owned by Declarant to a third party; or

- (c) the date Declarant (or its successors or assigns) voluntarily relinquishes control of the Association to the Class B members; or
- (d) September 1, 1999.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant, on behalf of each Owner, hereby covenants and agrees to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be assessed and collected as hereinafter provided. The Annual and Special assessments, together with any interest due as hereinafter provided, any late penalty, and reasonable attorney fees incurred by the Association in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made, and the personal obligation of the Owner of such lot (jointly and severally if more than one party).

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for such purposes as may be determined by the Association, including promotion of the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area. Without limiting the generality of the foregoing, the Association shall have the obligation to maintain the entrance, including but not limited to the entrance walls on Post and Wickham Roads, entrance sign, landscaping, entrance irrigation, electricity, maintenance of sod adjacent to Post and Wickham Roads and along the right of way from Post Road entrance to St Armens Circle, the recreation Area (located within parcel A) including the pool, cabana, and tennis court, the lake and storm water drainage system (located within parcel A) and parcels B & C (Common Areas) as set forth on the Plat of EAST BAY PLANTATION PHASE I as set forth in Plat Book 37, Page 51, Public Records of Brevard County, Florida and any other similar maintenance responsibilities called for in subsequent plats of lands annexed into this Declaration under the terms hereof, in the manner required by any and all governmental authorities having appropriate jurisdiction including but not limited to all storm water maintenance requirements of the St. Johns Water Management District.

Section 3. Maximum Annual Assessments. Annual assessments shall initially be levied at \$ 240.00 per lot, for each year commencing January 1 and ending the succeeding December 30. Thereafter

the Board of Directors of the Association shall fix the annual assessment on or before November 30 of each year, and shall determine whether such annual assessment shall be payable in one or more installments. An increase in the assessments in excess of 15 % over the previous years assessments shall require the approval of 51% of both classes of members (if more than one class exists). Written notice of the Annual assessments for each lot and the due date(s) therefor shall be mailed to the Owner of such Lot at the address shown on the rolls of the Association. Annual assessments shall be due and payable to the Association on the date(s) specified in such notice.

Section 4. Special Assessments. In addition to the Annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or maintenance of any capital improvements on the Property which are the responsibility or obligation of the Association or Declarant. Such Special assessments shall be due and payable at such times, and in such installments, as the Board of Directors may determine. The owners of (2/3) of the votes of each class of members must affirm any Special assessment prior to such Special assessment becoming collectable.

Section 5. Uniform Rate of Assessment. Annual and Special assessments shall be fixed at a uniform rate for all lots.

Section 6. Liability for Payment of Assessments. Liability for payment of all Annual and Special Assessments provided for herein shall commence as to a lot immediately upon conveyance of such lot from Declarant. Upon the purchase of a lot from Declarant, the purchaser shall, at the closing of such purchase, pay to the Association the annual assessment for such Lot, prorated if such closing takes place during an assessment year. Notwithstanding anything contained herein to the contrary, Declarant shall not be liable for, nor be required to pay, any Annual or Special assessments levied against any Lots owned by Declarant.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual or Special assessment not paid within 15 days when due shall bear interest from the due date at the rate of fifteen percent (15%) per annum. A late charge of Twenty-Five Dollars (\$25.00) per assessment shall also be due if payment if the assessment is not received within fifteen (15) days after the due date. The Association may bring an action at law against an Owner to enforce payment of any

assessment, or may foreclose the lien of such assessment as provided herein against the lot against which such assessment was levied. No Owner may waive or otherwise avoid liability for assessments levied hereunder by nonuse of the Common Area, failure to take possession of such Owner's lot, abandonment of his lot, or for any other reason.

Section 8. Subordination of Assessment Lien to Certain Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage on any lot. Sale or transfer of any lot shall not affect the validity, priority or enforceability of an assessment lien on such lot.

ARTICLE V - INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. The Association covenants and agrees to indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of actions, and damages arising from any injury, loss of life or damage occurring upon or within the Property and the improvements thereon, and from and against all loss, cost, expense, court costs and attorney's fees incurred by Declarant arising from any such claims, the investigation thereof or the defense of any actual proceedings brought thereon. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant hereunder or under any other EAST BAY PLANTATION HOMEOWNERS ASSOCIATION, INC. documents. The cost and expense of fulfilling the covenant of indemnification set forth in this Section shall be considered an operating expense of the Association.

ARTICLE VI - OPERATING EXPENSES OF THE ASSOCIATION

Section 1. Administrative and Operating Expenses. The costs of administration of the Association and the performance of its functions and duties hereunder shall be considered operating expenses. In addition, the Association may retain a management company or contractors (any of which may be a subsidiary, affiliate or other related entity of Declarant) to assist in the operation of the Property and the performance of the obligations of the Association. The cost of any management company or contractors so retained shall be deemed to be part of the operating expenses of the Association.

Section 2. Insurance. Premiums on insurance policies which the Association at its discretion determines to obtain shall also be operating expenses of the Association. Insurance which the Association may obtain from time to time may include the following:

- (a) Property insurance for improvements in the Common Area in such amounts as may be determined by the Association, covering loss or damage by fire and other hazards covered by standard extended coverage endorsement.
- (b) Comprehensive public liability insurance insuring against claims or demands made by any person or persons for injuries received in connection with, or arising from, the operation, maintenance and use of the Property and any improvements thereon.
- (c) Such other types of insurances with such coverages as the Association may determine are necessary or beneficial for the protection of the Association or Common Area and any improvements thereon.

ARTICLE VII - ARCHITECTURAL REVIEW COMMITTEE ("ARC")

Section 1. Creation of ARC. The ARC shall be composed of not less than three (3) nor more than five (5) persons, appointed by Declarant. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, Declarant shall appoint a successor member who shall serve for the duration of the unexpired term. The membership, rules of procedure and duties of the ARC shall be prescribed by and, from time to time, amended or modified by Declarant, and until such time as Class B Membership ceases to exist at which time the Board of Director of the association have shall assume the powers formerly held by the Declarant.

Section 2. Review of Proposed Construction Plans by ARC. No Structure shall be erected, placed upon, altered, or permitted to remain on any Lot unless and until the Owner of such Lot has submitted an application (hereinafter referred to as an "Application") for approval therefore to the ARC, together with two sets of construction plans, site plan, irrigation and landscaping plan, and such other information as the ARC may require, and such Application has been approved by the ARC. For purposes hereof, no Application shall be deemed submitted to the ARC unless a written receipt therefore has been signed by a member of the ARC. The ARC shall review the Application and other materials submitted with respect to (i) the quality of workmanship and materials to be used in such

construction, (ii) the harmony of the external design and location of the proposed Structure with respect to existing structures within the Property, (iii) the location of the proposed structure with respect to topography, vegetation and the finished grade elevation of the Lot, (iv) consistency of such Structure with the provisions of this declaration and (v) any other relevant considerations, including aesthetic factors.

Section 3. Respond in Writing. The ARC shall respond in writing to all Applications and shall serve a copy of such response upon the applicant, specifying the reasons for any disapproval. If the ARC fails or refuses to take action on an application -within thirty (30) days after such Application is properly submitted (written acknowledgement of receipt is required), then such Application shall be deemed to have been approved by the ARC, and no further action of the ARC shall be required for the approval thereof. Decisions of the ARC may be appealed in writing to the Declarant within ten (10) days after delivery of the ARC's decision. If the applicant fails to file an appeal within said ten (10) day period, the decision of the ARC shall be final. In the event of an appeal, Declarant shall take action on such appeal and either approve or disapprove in writing the decision of the ARC within thirty (30) days after receipt of the appeal. Declarant shall deliver a copy of its decision to the applicant and the ARC. If Declarant fails to take action on an appeal within thirty (30) days after such appeal is properly submitted, then such Application shall be deemed to have been approved by Declarant and no further action of Declarant shall be required for the approval thereof. The action of the Declarant shall be final.

Section 4. Transfer of Authority over ARC. At its discretion, Declarant may delegate to the Board of Directors of the Association the authority to appoint the members of the ARC. After transfer of control, the Board of Directors shall appoint all members of the ARC in accordance with the provisions of this Article VII.

Section 5. Guidelines for ARC Review. Guidelines to be used by the ARC in reviewing Applications include, but are not limited to, the following:

(a) Dwelling Height and Setback Requirements. Residences shall not exceed thirty-five (35) feet in height. Unless otherwise specifically approved by the ARC in writing, no tool shed, storage room or other detached structure may be constructed on any lot. Set back requirements for the lots are as follows: (i) front set back 20 feet, (ii) rear set back 20 feet, (iii) side set back shall be a minimum of 3 feet one side and a minimum of 4 and 1/2 feet on the other side.

Section 6. Building Quality and Materials. The ARC shall have final approval of exterior

building materials for all Structures. Exposed concrete block shall not be permitted on the exterior of any residence. The ARC shall not approve the use of imitation stone or brick for the exterior of the residences and other Structures, and shall encourage the use of exterior materials such as stucco, and wood or a combination of the foregoing. Plywood and "Masonite" type siding is prohibited on the exterior of any Structure without prior approval of the ARC.

(c) Exterior Trim and Color Plan. The ARC shall have final approval of exterior color plans for all Structures, and each Owner shall submit to the ARC along with such Owner's Application a color scheme, showing the proposed color of the roof, exterior walls, shutters and trim of such Structure. **All exterior paint colors must be selected from the color book provided by the ARC, which may be amended from time to time by the ARC. Exterior paint colors for all structures are generally to be limited to two – one for the main body of the structure, and one for the trim and the doors. Notwithstanding, anything herein to the contrary, the garage door may be painted in the trim color, a complimentary color as approved by the ARC, or standard white.** No Owner shall install any additional shutters, awnings, exterior trim or any exterior ornamentation or decorations of any kind without the prior written approval of the ARC.

(d) Roofs. Flat roofs shall not be permitted on the main body of any Structure unless specifically approved in writing by the ARC. The ARC shall have discretion to permit flat roofs on Florida rooms, porches and patios, and on the main body of a home if such roof is modern or contemporary in design and the overall look is harmonious with other approved homes. The composition of all pitched roofs shall be fiberglass shingle of a similar type, style and color, **interlocking metal shingles, solar shingles,** or other roofing specifically as approved by the ARC. Minimum roof pitch, unless otherwise approved in writing by the ARC, shall be 5/12. **The ARC shall review all proposed roof colors and/or roof materials, and shall have the right to approve and/or deny any of same at its sole discretion.**

(e) Garages. All residences shall be constructed with a minimum of an attached two (2) or more car garage with a minimum sixteen (16) foot garage door. Unless otherwise approved by the ARC, all garage doors must be maintained in a usable condition. If garage doors face the side or rear of the lot, then windows must be installed on the front of the garage at an elevation and style approved by the ARC. All garage doors shall be constructed of wood, metal or Masonite. No corrugated metal or corrugated translucent fiberglass garage doors shall be permitted. Garages shall not be used for any purpose other than the storage of equipment and vehicles. Garage doors may not be removed or

altered, except for temporary sales purposes by the Declarant.

(f) Driveways. No driveway, roadway or parking area shall be constructed, maintained, altered or permitted to exist on any lot except as approved by the ARC. The location, size and shape of all driveways shall be approved by the ARC, and all driveways shall be installed in such a manner as to minimize the removal of trees from any lot. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of grey **unfinished** concrete **and/or grey driveway quality pavers, and may be finished with grey painting and/or recoating.** Any Owner wishing to use pavers to construct or re-construct a driveway on a Lot must obtain the approval of the ARC in relation to the proposed materials, design and pattern of the driveway to be created by the pavers prior to installing same. Pavers shall not be applied to any sidewalk of any driveway. With the prior approval of the ARC, driveways may be widened by up to two feet on either side, provided that such widening does not cause the driveway to extend past the Lot line.

(g) Swimming Pools. Any swimming pool to be constructed on any lot shall be subject to the requirements of the ARC, which shall include, but are not limited to the following:

(i) Composition of the pool shall be of material thoroughly tested and accepted by the industry for such construction.

(ii) The pool shall be constructed behind the residence on any lot, and the outside edge of any pool wall may not be closer than three feet to the rear or side property lines unless waived by the ARC.

(iii) Unless specifically approved in writing by the ARC, there shall be no above ground pools.

(iv) Pool screen enclosures shall be of a bronze or white color and the screening material shall be of bronze color.

(h) Fencing, Walls, Gates and Hedges. The association shall have an easement across the rear 5 feet of Lots 8 thru 27 for the purpose of installing and maintaining a wood or vinyl perimeter fence. No other wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type of materials, and location thereof have been approved in writing by the ARC. No structures, fences, hedges, trees or other

objects which might interfere with the upkeep and maintenance or view of the lake or interfere with the natural drainage of the Property shall be installed by any Owner, unless specifically approved by ARC. In order not to block any adjacent lot owners view of the lake, no fences shall be permitted on lots 48 thru 65\that would encroach into that "area" described as follows: all land lying between the rear property line of a lot and the rear corners of the structure located on said lot exclusive of any porches or screen enclosures. No fence shall be installed on lots 48 through 65 -until the ARC first approves in writing the type, location, color. Any fences installed along the rear of lots 1 thru 47 must be six feet high pressure treated wood "shadow box style" with pressure treated 4 x 4 post installed to the inside of the fence, **or vinyl, subject to prior written approval by the ARC.** Said fence shall not be painted but left to weather naturally. Lot 47 may not install a fence rearward of a line running between the rear lot corner of lot 48 and the rear lot corner of lot 46. Each owner of Lots 8 thru 27 that elects to fence his yard shall also be responsible for the maintenance and upkeep of that section of the association fence that is located within his lot. If any owner fails to properly maintain his fence, the association shall, after proper notice, have the power but not the obligation to enter on to any lot for the purpose of maintaining, repairing or replacing any fences not properly maintained by the owner. The association shall have the power to place a lien on said lot for the cost it incurred to maintain the fence. No chain link fencing will be permitted within the EAST BAY SUBDIVISION PHASE I with the exception of the association tennis court fence.

(i) Air Conditioning Units. No window air conditioning units shall be permitted.

(j) Jalousie Windows. No jalousie or similar windows shall be permitted in any structure.

(k) Mailboxes. No mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be installed on any lot unless and until the size, location, design and type of material for said receptacle has been approved by the ARC.

(l) Landscaping. A landscape plan for each residence shall be submitted to the ARC along with such Owner's Application for such residence. No changes shall be made to the landscape plan for any lot until such changes have received the prior written approval of the ARC. **No significant**

changes to a Lot's landscape that are visible from the street or lake front adjoining such Lot shall be made without prior ARC approval. Significant changes, include, but are not limited to, substantial reconstruction or removal of existing flower beds of an area of greater than 50 square feet, the removal or addition of medium to large trees (e.g. any trees exceeding ten (10) feet in height) and/or sod removal or replacement within an area of more than 100 square feet. In reviewing landscape plans, the ARC shall take into consideration the natural landscaping of the lot, such as trees, shrubs and palmettos, and shall encourage the owner to incorporate the same into the landscape plan. No fence, wall, hedge or shrubbery may exceed two feet in height on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Sodding will be required on all disturbed areas of front, side and rear yards on any lot. **Where possible, shrubs may be placed on the sides of the garage with the prior approval of the ARC. To the extent permitted by Florida law,** the ARC reserves the right to mandate the type of sod used within EAST BAY PLANTATION.

(m) Exterior Lighting. All exterior lighting with the exception of up to two (2) entry door lights, up to two (2) garage wall lights, and up to two (2) rear wall lights must be approved by the ARC prior to installation. The ARC shall review all exterior lighting plans in order to assure that said lighting does not unreasonably interfere with the use or enjoyment of other lots.

(n) Repair and Maintenance. It is the obligation of all Owners to maintain their lots and the structures located on said lots in good and clean condition and repair. If any lot is not maintained in such condition (including but not limited to exterior painting, landscaping, mowing, edging pruning, weeding and trash removal), the Board of Directors after a (2/3) vote may give the Owner of said lot written notice of his failure to provide the necessary repair and maintenance, specifying the deficiencies therein, **expected remedies, and the contact information for ARC members. Said Lot Owner shall have fifteen (15) days to respond to violation letter(s) and may request a hearing in front of the ARC or Board of Directors regarding same.** If appropriate repair or maintenance is not performed by such Owner within fifteen (15) days after the giving of such notice, then the Board of Directors shall have the

power but not the obligation to enter upon such lot, make the necessary repairs, and bill the Owner for the costs incurred. Said Owner shall be personally liable for the reimbursement of such costs, and the amount thereof shall be a lien against such Owner's lot. If such costs are not paid within thirty (30) days of billing, the ARC may collect the same, along with the costs of such action, by an action at law against the Owner personally, or by foreclosing upon the lien accorded herein.

(o) Subsequent Modifications or Changes. These guidelines may be amended by the ARC, so long as said changes do not materially alter the character, nature or general scheme of the Property or prejudice the rights of any existing owner. Written notice of said modification of these guidelines shall be distributed to all owners.

ARTICLE VIII - USE RESTRICTIONS

Section 1. Residential Use Only. No lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any lot. This restriction is not meant to preclude a home owner from having a office in his residence if allowed under the zoning regulations of Melbourne. There shall be one residence per lot. No Owner may subdivide any lot. Notwithstanding the foregoing, nothing contained herein shall prohibit Declarant from subdividing any lot(s), or using any lot(s) for models or offices.

Section 2. Sidewalks. There shall be no sidewalks constructed on any Lot unless required by the City of Melbourne or any other governmental agency or other municipal agency with jurisdiction over the Property.

Section 3. Parking Restrictions. No, commercial **vehicle**, boat, trailer, house trailer, mobile home, or camper **of any size** shall be parked on any street within EAST BAY PLANTATION between 1:00 A.M. and 6:00 A.M. on any day. **No vehicle shall be parked in such a manner as to encroach upon, interfere with usage of, block or obstruct any: sidewalks, mailboxes, street signs, or fire hydrants, or create any actual hazard or potential hazard for pedestrians, city vehicles or emergency vehicles.**

Section 4. Storage Restrictions. No boat, trailer house trailer, mobile home, camper or other vehicle (except passenger automobiles and trucks under 3/4 ton without commercial lettering) shall be

stored on any lot except in an enclosed garage. No automobile, truck, or commercial vehicle which contains lettering or advertising thereon, or which is identified with a business or commercial activity, shall be stored or otherwise permitted to remain on any lot for any substantial period except in a closed garage or an enclosed fenced area which is not visible from the street.

Section 5. Livestock and Animal Restrictions. No livestock, poultry or other animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats and other common domesticated household pets may be kept, provided the same are not kept, bred or maintained for any commercial purposes, and so long as they do not constitute a nuisance to other Owners. Not more than four (4) domestic household pets (three of any one kind) shall be kept or maintained at any dwelling. No dogs, cats or other permitted pets may run loose on any lot, and **all such permitted pets** shall be kept inside the house, on a leash or within a fenced area. **All individuals shall remove and properly dispose of any solid waste deposited on any Common Area or Lot by that individual's permitted pet.**

Section 6. Dumping; Incineration. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, waste materials and all unsightly weeds and underbrush. No incinerators or other equipment shall be used or placed on any lot for the collection, storage or disposal of waste materials shall be kept in sanitary containers, which shall be kept within enclosures approved by the ARC. Such enclosures shall not be visible from the street. There shall be no burning of trash or any other materials except in incinerators approved by the ARC.

Section 7. Restrictions on Activities. No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become a nuisance to any Owner.

The playing of music, radios, televisions, stereos or other audible devices in a manner loud enough to be heard by any resident on any other Lot, or emission of any sound loud enough to be heard by any resident on any other Lot after 10 p.m. and/or prior to 7 a.m. on any day (e.g., fireworks ((except New Years & July 4th)) barking dogs, lawn equipment), is prohibited and shall be considered a violation of this Declaration.

Section 8. Clotheslines. Clotheslines and clothing hung on clotheslines shall not be allowed in the front or side yards of any Lot, and shall not be visible from the street in front of any Lot or lakefront behind any Lot. Any clotheslines must be approved by the ARC prior to installation. Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to be in contradiction of Florida Statute §163.04 (2018), as amended from time to time.

Section 9. Retention Areas and Drainage Easements. No additions or change shall be made to the slopes of any retention areas or to any drainage easements within EAST BAY PLANTATION without the prior written approval of the ARC, and the Board of Directors. The ARC shall not approve any fences or structures which obstruct an adjacent Owner's view or enjoyment of the retention areas. No Owner shall install or cause to be installed any retaining wall or similar structure abutting the retention areas, detention areas or within any drainage easements without prior written approval of the ARC.

Section 10. Berms and Swales. No Owners shall remove, destroy or in any way impair any berm or swale or drainage system which is located upon or within such Owner's lot. Owners shall maintain in good and clean condition all grass areas located between the front property line of the lot and the paved surface of the road. The Association shall have the right to enter any lot in order to maintain any drainage system. The owner will be liable for any damage caused to said drainage system.

Section 11. Vehicles and Repair. Motorcycles, mopeds and other motorized two or three wheel vehicles shall not be operated over or across any common areas within EAST BAY PLANTATION. Inoperative cars, trucks, trailers, vehicles without current tags, or and other such vehicles shall not be permitted to remain on any lot or roadway within the Property for a period in excess of forty-eight (48) hours, except within an enclosed garage. There shall be no major repair performed on any motor vehicle within the Property except in an enclosed garage.

Section 12. Satellite Dishes and Antennas. **Owners are generally permitted to install Aerials, Antennas, and Satellite Dishes where the best signal may be obtained. See Attached "Addendum A" for complete details.**

Section 13. Insect and Fire Control. In order to implement effective insect, reptile and fire control, the Association and its authorized agents, employees and contractors, shall have the right, but not

the duty, to enter upon any lot, with tractors or other equipment for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. Such entrance shall not be deemed a trespass, but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any lot to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or otherwise prune any lot, nor to provide garbage or trash removal services. The costs incurred by the Association in special assessment against the subject lot, and shall in every respect constitute a lien on the lot as would any other special assessment.

Section 14. Signs. No commercial or other signs, including house numbers, shall be installed or maintained on any lot except with the written permission of the Association, except as may be required by legal proceedings. The Association will not grant permission for signs unless their installation is necessary to avert serious hardships for an Owner. If permission is granted for any sign, the Association shall have the right to restrict the size, color and content of such sign. No "for Sale" signs of any kind shall be displayed on any lot except a single sign of not more than four (4) square feet in size for the purpose of advertising the house and lot for sale during and after the initial construction period. Notwithstanding the foregoing, these restrictions shall not restrict Declarant or its agents from erecting any signs to assist Declarant in the sale of any lot.

Section 15. Ornamental Statuary. No ornamental statuary of any type will be permitted on any lot which can be seen from the street or any other lot.

Section 16. Window Coverings. No reflective foil or other reflective film material shall be permitted on the glass of any windows, except for smoke or bronze colored film or glass.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license and easement to enter into any lot at reasonable hours, upon reasonable notice to the Owner.

Section 18. Tree Removal Restrictions. Trees situated on any lot between building setback lines and the property lines having a diameter of six (6) inches or more two (2) feet above ground level

shall not be removed without prior approval of the ARC. All requests for tree removal shall be submitted in writing to the ARC along with a plan showing the location of such tree(s) and specifying the reason for such removal. Any owner violating the provisions of this Section will be required to replace any trees removed or harmed with trees of a like kind, size and condition within thirty (30) days after written demand by the ARC. If the owner fails or refuses to replace the tree(s) as demanded, the ARC may cause suitable replacements to be planted and the cost thereof shall become a lien against such Owner's lot. The owner grants to the ARC, its agents, employees and assigns an easement for ingress or egress over and across said Owner's lot to enable the Association to comply with this Section.

Section 19. Games and Play Structures. Tree houses, trampolines, swing sets, platforms and any other fixed game or play structures of any kind or nature shall not be constructed on any lot without prior written approval of the ARC. Mobile/portable play equipment, including basketball stanchion backboards, hoops and nets, used at the front of the residence on a Lot, must be stored out of view from the street in front of the Lot when not in use and at night, and shall not be allowed to obstruct sidewalks or be placed in the street. All game and play structures must be maintained in good aesthetic condition without any visible signs of damage, rust, or discoloration. Such structures must be free-standing and must be supported according to the manufacturer's guidelines without any string, attachment or other modification to support the structure. Further, any supporting weights must be maintained inside the designated container provided by the manufacturer. Fixed play structures, as approved by the ARC, may be installed with fencing, as per Fencing Guidelines, Section 6(h).

Section 20. Utility Connections. Connections for all utilities, including, but not limited to water, sewer, electricity, gas, telephone, television and private wells and irrigation systems shall be installed underground in a manner acceptable to the applicable utility authority and the ARC. All private wells shall be located a minimum of 5 feet within the lot, and shall use either a submersible pump or an above ground pump located within the garage or in an approved structure or screened from view through the use of landscaping. The Owner of each lot shall be responsible for and shall pay when due the costs of installation and maintenance of all underground utility systems for his lot.

Section 21. Easements. Easements shall be established for the installation, construction, maintenance and repair of the Common Areas, utility facilities, communication facilities, and other similar services within the property. Such easements may be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded Plat;
- (b) By a reservation or specific statement providing for such easement in the

Deed of Conveyance of a given lot; or

- (c) By specific reference in these Covenants
- (d) By a separate instrument recorded by the Association.

At Declarant's option, streets, drainage facilities and transmission facilities may be dedicated or transferred to a public agency or authority; provided, however, no such transfer or dedication shall be effective until acceptance by such public agency or authority.

Section 22. Leasing Restrictions. **No Structure or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any such Structure shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation or short term rental (e.g., for any term less than one (1) year). Notwithstanding, anything contained within this Declaration to the contrary, no Lot or structure located on a Lot, may be leased for any term of less than one (1) year. No Lot, or structure located on a Lot, may be subject to more than two (2) leases in any one 365 consecutive-day period. As such, "short-term" rentals of less than one (1) year in length, especially including such rentals as frequently promoted on internet-based sites or applications such as "Airbnb", "VRBO", and/or "HomeAway", are specifically prohibited and shall not occur within the Property.**

ARTICLE IX - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or

hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants and restrictions by judgement of court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declarations shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by not less than seventy-five percent (75%) of then owners, and recorded against the property in the Public Records of Brevard County, Florida.

Section 4. Amendment. This Declaration may be amended, changed or added to at any time and from time to time upon the affirmative vote of not less than a majority of **all of the Lot Owners eligible to vote, by vote** in person or by proxy, at a regular/annual or special meeting of the Members at which a quorum has been attained (e.g., once a quorum of those Owners attending in person or by proxy has been obtained at a regular or special meeting of Members of the Association, a majority of **all Lot Owners ((i.e., 50% plus 1 of all Lot Owners))**), **which Lot Owners must be** attending the meeting in person or by proxy, may amend this Declaration.

Section 5. Annexation. Declarant may, in its sole discretion and judgment, add Phase II of EAST BAY PLANTATION to the terms of this Declaration without the consent of the members, if done by December 3, 1995, and provided that the FHA/VA determines that the annexation is in accord with the general plan heretofore approved by them, by recording an annexation amendment in the public records of Brevard County, Florida. Notice of said annexation stating the number of lots and a description of common property added, the number of votes allocated to Declarant, and the total number of votes in the Association after said annexation, shall be delivered to all Owners.

Section 6. Dedication, Transfer, Merger or Consolidation. Any such Dedication, transfer, Merger or Consolidation, except as allowed in Article IX Section 5.

ADDENDUM "A"

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EAST BAY PLANTATION

Article VIII, Section 12. Satellite Dishes and Antennas. Owners are generally permitted to install Aerials, Antennas, and Satellite Dishes where the best signal may be obtained. Antennas, Aerials and Satellite Dishes, and their installations, are governed as follows:

(a) Definitions. The following definitions apply to this Aerials, Antennas, and Satellite Dishes provision only (hereinafter, the "Antenna Provision"):

(i) "Antenna" means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(ii) "Covered Antenna" means an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

(iii) "Exclusive Use Area" means an area (and airspace) in which the Resident (as hereinafter defined) has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within this Declaration or the Articles or By-Laws of the Association, and may be implied and/or implicit in the ownership or leasehold of a Lot.

(iv) "Mast" means a structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

(v) "Resident" means any person or entity who has a direct or indirect ownership or leasehold interest in a Lot, regardless of whether such person or entity actually lives or dwells on the Lot.

(vi) "Transmission-Only Antenna" means an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

(b) Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

(i) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.

(ii) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited.

(iii) Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size may be installed.

(iv) Transmission-Only Antennas that are necessary for the use of Covered Antennas may be installed.

(v) Masts that are required for the installation of Covered Antennas may be installed.

(vi) All Antennas not in subsections (a) through (e) immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited. However, in the event of an emergency, as declared by the federal, state or local government governing over the Property, amateur or ham radio antennas may be used by Owners and may be attached to Lots as necessary for an acceptable signal, from the time of the declaration of the emergency to seventy-two (72) hours after the declaration of the cessation of the emergency. Amateur or ham radio antennas may also be attached to Lots upon prior written approval of the Board of Directors.

(c) General Rules.

(i) Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

(ii) Location.

(a) Covered Antennas are permitted to be installed on or to the Structure located on any Lots. Covered Antennas may be installed within Exclusive Use Areas or Lots, as specified further in this provision.

(b) If Television Broadcast Covered Antennas are to be

installed, then they must be installed inside the Structure located on a Lot wherever possible.

(c) Covered Antennas shall not encroach upon any Common Properties, any Structure or Exclusive Use Area or Lot of another Resident and/ or Common Properties airspace.

(d) Covered Antennas shall be located in a place shielded from view from other Lots, from streets, or from outside the Structure to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. In all cases, to the extent allowable by law, a Covered Antenna that is installed outside of a Structure located on the Lot shall be installed behind the rear plane of the exterior of the Structure located on the Lot. A Covered Antenna may be installed on a Mast, provided that such installation is in accordance with sub-section 6 of this Section, as well as all other provisions of this Section. This Section does not permit installation on Common Properties, even if an acceptable-quality signal cannot be received from a Structure, Exclusive Use Area, or Lot.

(e) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. Any Resident requesting such an installation shall seek the prior written approval of the Association prior to the non-conforming installation. The Association may request an explanation of why the nonconforming location is necessary.

(iii) Installation.

(a) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

(b) All installations shall be completed so that they do not materially damage any part of The Properties or void any warranties of the Association, other Residents, or in any way impair the integrity of any Structure or building on The Properties.

(c) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): \$1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

(d) Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.

(e) Residents are liable for any personal injury or damage occurring to Common Properties, another Resident's Structure or Exclusive Use Areas or Lot, arising from installation, maintenance, or use of a Covered Antenna, and shall:

(i) pay the repair cost for damages to the Common Properties, another Resident's Structure or Exclusive Use Areas or Lot and any other property damaged by Covered Antenna installation, maintenance, or use;

(ii) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and

(iii) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance and/or use.

(f) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

(iv) Maintenance.

(a) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.

(b) If Covered Antennas detach from their installation(s), the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

(c) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.

(d) If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the Association may enter onto the Structure, Exclusive Use Area, or Lot where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the Lot where the Covered Antenna is located.

(v) Covered Antenna Camouflaging.

(a) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, Dwelling, etc.) on which they are installed.

(b) Covered Antennas installed on the ground and visible from

the street or other Structure or Exclusive Use Areas must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(c) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

(d) Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(e) Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Structure.

(f) Mast Installation.

(i) A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.

(ii) Masts extending 12 feet or less beyond the roofline may be installed on Structures or Exclusive Use Areas or Lots, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the Lot boundary line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(iii) Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Properties and other Structures and Exclusive Use Areas or Lots, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.

(iv) Masts must be painted to match the color of the Structure on the Lot

where the Covered Antenna is located.

(v) Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

(vi) Masts shall not encroach upon Common Properties or another's Structure or Exclusive Use Area or Lot.

(vii) To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

(g) Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the Structure or Lot where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

(i) If Covered Antennas pose immediate threats to Association Residents and personnel or Committed Property, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

(h) Notification Process.

(i) Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Architectural Control Committee, care of the Association office. The installation may then begin immediately, provided that the installation is in accordance with this Section. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering The Properties for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee installation or preclude any danger or safety hazard.

(ii) The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

(i) Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

(j) Enforcement. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the

Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:

- (i) a declaratory statement by the court with respect to this matter;
- (ii) an injunction compelling the removal of the antenna;
- (iii) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation or appeal; or
- (iv) such other relief as the Association and the court deem appropriate.

EXHIBIT "A" LEGAL DESCRIPTION EAST BAY PLANTATION

PHASE I

A PARCEL OF LAND LYING IN SECTION J., TOWNSHIP 27 SOUTH, RANGE J6 EAST. BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S. 89° 34' 29" W. ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD; THENCE S. 00° 06' 35" E. ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 760.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS; FROM SAID POINT OF BEGINNING THENCE CONTINUE S. 00° 08' 35" E. ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 556.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S. 89° 23' 50" W. ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1, 391.65 FEET; THENCE DEPARTING SAID SOUTH LINE N. 00° 36' 10" W. 230.00 FEET; THENCE S. 89° 23' 50" W. 862.19 FEET; THENCE N. 45° 30' 26" W. 28.96 FEET; THENCE N. 00° 24' 42" W. 654.51 FEET; THENCE N. 44° 34' 54" E. 28.97 FEET; THENCE N. 29° 04' 25" W. 152.86 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 17° 36' 22" AND A CHORD BEARING AND DISTANCE OF N. 80° 46' 18" E. 38.26 FEET; THENCE EASTERLY ALONG SAID CURVE 38.41 FEET TO A POINT TANGENCY; THENCE N. 89° 34' 29" E. 48.47 FEET; THENCE N. 00° 25' 31" W. 50.00 FEET TO A POINT ON A CURVE BEING CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00" AND A CHORD BEARING AND DISTANCE OF N. 44° 34' 29" E. 35.36 FEET; THENCE NORTHEAST ALONG THE SAID CURVE 39.27 FEET; THENCE N. 00° 25' 31" W. 105.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00"; THENCE ALONG SAID CURVE 39.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF POST ROAD EXTENSION; THENCE N. 89° 34' 29" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 503.39 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S. 00° 06' 35" E. 591.16 FEET; THENCE S. 57° 37' 13" E. 213.40 FEET; THENCE N. 89° 54' 06" E. 565.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 20.51 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

PHASE II

A PORTION OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 36 EAST AND A REPLAT OF PARCEL 'E', PARCEL 'F' AND PARCEL 'G' ACCORDING TO THE SUBDIVISION PLAT OF EAST BAY PLANTATION PHASE I REPLAT AS FOUND IN P.B. 37 ON PAGES 85 & 86 AMONG THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING IN THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PARCEL 'C', PER SAID SUBDIVISION PLAT OF EAST BAY PLANTATION PHASE I REPLAT, SAID POINT BEING IN THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1. THENCE S89°23'50" W. DEPARTING THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE I REPLAT AND ALONG SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 A DISTANCE OF 883.47 FEET TO THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1: THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 AND ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 CONTINUE S89°23'50" W A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 47 AS SHOWN IN OFFICIAL RECORDS BOOK 2214 ON PAGE 2482 AMONG THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: THENCE N00°24'42" W, DEPARTING SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 AND ALONG THE EAST LINE OF SAID PARCEL 47 A DISTANCE OF 1271.82 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE POST ROAD EXTENSION; THENCE N89°34'29" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF POST ROAD EXTENSION. DEPARTING SAID EAST LINE OF PARCEL 47 A DISTANCE OF 363.39 FEET TO A POINT IN THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE I REPLAT. SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00' FEET. A CHORD BEARING OF S45°25'31.0" E AND A CHORD DISTANCE OF 35.36 FEET. SAID POINT OF CURVATURE BEING IN THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE I REPLAT; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF POST ROAD EXTENSION AND ALONG THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE I REPLAT AND ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT THE FOLLOWING COURSES AND DISTANCES; S00°25'31" E A DISTANCE OF 105.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S44°34'29.0" W AND A CHORD DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET; THENCE S00°25'31" E DEPARTING SAID CURVE ON A RADIAL LINE A DISTANCE OF 50.00 FEET; THENCE S89°34'29" W A DISTANCE OF 48.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 125.00 FEET. A CHORD BEARING OF S80°46'18.0" W AND A CHORD DISTANCE OF 38.26 FEET: THENCE ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 17°36'22" A DISTANCE OF 38.41 FEET: THENCE DEPARTING SAID CURVE ON A NON-RADIAL LINE S29°04'25" E A DISTANCE OF 164.25 FEET TO INTERSECT THE NORTHEASTERLY LINE OF SAID PARCEL 'G' - EAST BAY PLANTATION PHASE I REPLAT; THENCE S44°34'54" W ALONG SAID NORTHEASTERLY LINE OF PARCEL 'G' A DISTANCE OF 22.55 FEET; THENCE S00°24'42" E ALONG THE EAST LINE OF SAID PARCEL 'G' A DISTANCE OF 340.88 FEET; THENCE S89°35'17" W ALONG THE SOUTH LINE OF SAID PARCEL 'G' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT; THENCE S00°24'42" E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT A DISTANCE OF 29.02 FEET; THENCE W89°35'17" E DEPARTING SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT ALONG THE NORTH LINE OF SAID PARCEL 'E' EAST BAY PLANTATION PHASE I REPLAT A DISTANCE OF 10.00 FEET; THENCE S00°24'42" E ALONG THE EAST LINE OF SAID PARCEL 'E' A DISTANCE OF 225.00 FEET; THENCE S89°35'17" W ALONG THE SOUTH LINE OF SAID PARCEL 'E' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT; THENCE S00°24'42" E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT A DISTANCE OF 54.44 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S45°30'25" E A DISTANCE OF 28.96 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N89°23'50" E A DISTANCE OF 211.28 FEET; THENCE N00°36'09" W DEPARTING SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT AND ALONG THE WEST LINE OF SAID PARCEL 'F' A DISTANCE OF 10.00 FEET; THENCE N89°23'50" E A DISTANCE OF 270.00 FEET ALONG THE NORTH LINE OF SAID PARCEL 'F': THENCE S00°36'09" E ALONG THE EAST LINE OF SAID PARCEL 'F' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT; THENCE N89°23'50" E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT A DISTANCE OF 380.91 FEET; THENCE CONTINUE ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE I REPLAT S00°36'0" E A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 14.69 ACRES MORE OR LESS.

BK3390 PG1937

**AMENDMENTS TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, the Declaration of Restrictions on real estate for East Bay Plantation was recorded in Official Records Book 3104, Pages 4901 through 4935, of the Public Records of Brevard County, Florida, and

WHEREAS, Intervest Homes Limited, a Florida limited partnership, desires to amend the restrictions as set forth below.

NOW, THEREFORE in consideration of the premises, the undersigned limited partnership does hereby declare said real property to be subject to the following restrictions, reservations, and conditions, binding upon Intervest Homes Limited, and upon each and every person both real and corporate, who or which shall acquire or who or which have acquired said property or any part thereof, and their respective heirs, personal representative, successors and assigns as follows:

1. Article IX, Section 4, shall now read as follows:

Section 4. Amendment. The approval of at least 2/3 of the owners is required to amend, modify, waive or rescind any parts of the declaration, said amendments subject to FHA/VA approval. After the Conversion Date, this Declaration may be amended by a written agreement signed by not less than seventy-five percent (75%) of the then Owners, and recorded against the property in the public records of Brevard County, Florida.

2. Article IX, Section 6, shall now read as follows:

Section 6. Amendment. Dedication, Transfer, Merger, Consolidation, or Mortgage of Common Areas. Any such Dedication, Transfer, Merger, Consolidation, or Mortgage of Common Areas, except as allowed in Article IX, Section 5, shall require the two-thirds (2/3) vote of each class of members agreeing to such action. 3. Article III, Section 2, shall now read as follows: Section 2. Amendment. Classes of Membership. The Association shall have two classes of membership, as outlined below, which shall have the voting rights specified below:

Class A. Class A shall consist of all Owners with the exception of Declarant and Declarant's successors and assigns. Class A members shall be entitled to one vote for each lot owned. Following the

Conversion Date, both Class A and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned. In the event that two or more parties hold an interest in any lot, the vote for such lot shall be exercised as such parties may determine, but in no event may more than one vote be cast with respect to any lot.

Class B. Class B shall consist of Declarant. Class B member shall have three (3) votes for each Lot owned. Upon the occurrence of the Conversion Date, the Association shall succeed Declarant as Declarant hereunder, and shall succeed to all of the rights, obligations and powers of Declarant hereunder. The Conversion Date shall be defined as the earlier of the following to transpire:

- (a) when seventy-five percent (75%) of the units are deeded to the homeowners, or
- (b) September 1, 1999.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 16th day of May 1991.

Witnesses:

Margaret B. [Signature]
[Signature]

**INTERVEST CONSTRUCTION INC.
GENERAL PARTNER, for
INTERVEST HOMES LIMITED**

By: [Signature]

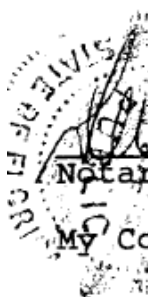
(CORPORATE SEAL)

Attested: [Signature]
Assistant Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Morteza Hosseini-Kargar, President of Intervest Construction, Inc., General Partner of Intervest Homes Limited, a Florida Limited Partnership.

WITNESS my hand and official seal this 10th day of May 1991.



Morteza Hosseini-Kargar
Notary Public

My Commission expires: Notary Public, State of Florida At Large
My Commission Expires Feb. 19, 1993
Bonded thru Maynard Bonding Agency

THIS DOCUMENT PREPARED BY, AND RETURN TO:

J. John Barker, Esquire Suntree Station, Suite 104
7025 North Wickham Road Melbourne, Florida 32940
(407)242-9777

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EAST BAY PLANTATION
AS PER REPLAT IN PLAT BOOK 37, PAGES 85 and 86, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA

(All references to recording information herein are to the Public Records of Brevard County, Florida)

This Amendment to the Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by Intervest Homes, Ltd., a Florida limited partnership ("Declarant").

WITNESSETH:

WHEREAS, the St. Johns River Water Management District requires certain amendments to the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 3104, Page 4901 as heretofore amended by Amendment recorded in Official Records Book 3127, Page 1805,, (said Declaration, as amended, being hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant desires to clarify and simplify the amendment process; and

WHEREAS, Declarant is the owner of 53 of the 65 lots in East Bay Plantation; and

WHEREAS, Declarant desires to adopt the amendments hereinafter set forth and to put all transferees, mortgagees and lienors on notice of such amendment.

NOW, THEREFORE, the following Amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within East Bay Plantation (including any future phase thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

- A. Article I is amended by adding Section 11 to read as follows:

Section 11. "Surface Water or Stormwater Management System" means 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, overdrainage, 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, F.A.C."

- B. Section 2 of Article IV shall be amended by adding at the end as subparagraph (a) the following:

(a) Surface Water or Stormwater Management System

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management 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 St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.


C. Article IX, Section 1 entitled "Enforcement" is hereby amended by adding as the second paragraph the following:

The St. Johns River Water Management 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.

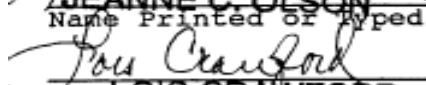
D. Article IX, Section 4 as heretofore amended is further amended by deleting the first sentence and substituting the following:

Any amendment, modification or rescission of any part of this Declaration shall require approval by FHA/VA and, if Article IV, Section 2(a) is applicable by the St. Johns River Water Management District, and by two-thirds of the total votes eligible to be cast. Approval may be evidenced by written consent without the necessity of a meeting. Written consents need not be recorded if the recorded amendment is accompanied by the certification of two officers of the Association that the requisite consents have been given.

Witnesses:

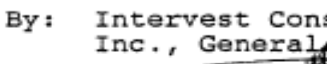


JEANNE C. OLSON
Name Printed or Typed




LOIS CRAWFORD
Name Printed or Typed


INTERVEST HOMES, LTD., a
Florida limited partnership

By: 

Morteza Hosseini
President

Attest: 

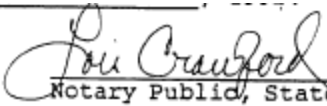
Charlene B. Irland
Assistant Secretary



STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this date, before me, an office duly authorized in the State and County aforesaid to take acknowledgements, personally appear Morez4 Hosseini Kargar and Charlene B. Irland, President and aigthi,., respectively, of Intervest Construction, Inc. and they acknowledged executing this instrument freely and voluntarily under authority duly vested in them by said Corporation in its capacity as General Partner of Intervest Homes, Ltd., a Florida limited partnership, for and on behalf of said limited partnership.

Witness my hand and official seal in the County and State last aforesaid this 24 day of February, 1992.


Notary Public, State of Florida
at Large

LOIS CRAWFORD
Typed Name of Notary Public
My Commission Expires:



LOIS CRAWFORD
My Comm. Exp. Jan. 20, 1993

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EAST BAY PLANTATION AS PER REPLAT
PLAT BOOK 37, PAGES 85 AND 86, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

(All references to recording information herein are to the Public Records of Brevard County, Florida)

(Underlined text represents new language)

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions made on the date hereinafter set forth by Intervest Homes, Ltd., a Florida limited partnership ("Declarant"),

WITNESSETH:

WHEREAS, the St. Johns River Water Management District requires additional amendments to the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 3104, Page 4901, as heretofore amended by Amendments recorded in Official Records Book 3127, Page 1805, and Official Records Book 3193, Page 3796, said Declaration, as amended, being hereinafter referred to as the "Declaration"; and

WHEREAS, Declarant is the owner of 53 of the 65 lots in East Bay Plantation; and

WHEREAS, Declarant desires to adopt the amendments hereinafter set forth and to put all transferees, mortgagees and lienors on notice of such amendment,

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within East Bay Plantation (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

A. Article II is hereby amended by adding Section 2 to read as follows:

"Section 2. Terminations Dissolution and Liquidation. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of the members. Upon dissolution, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, provided that the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40 C-42.027, FAC, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation."

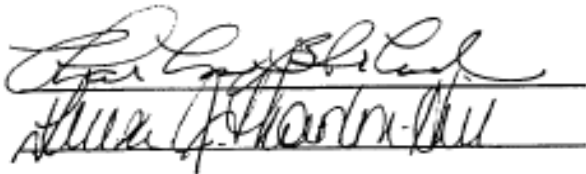
B. Section 2 of Article IV is amended by adding the following language where indicated:

"Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for such purposes as may be determined by the Association, including promotion of the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area. The Association shall operate, maintain and manage the surface water or storm water management systems in a manner consistent with the requirements of the St. Johns River Water Management District Permits No. 40-009-0160 and 4-009-0352 requirements and applicable rule and shall assist in the enforcement of the restrictions and covenants contained herein. Without limiting the generality of the foregoing, the assessment shall also be used for the maintenance and repair of the surface water or storm water management systems, including but not limited to, work within retention areas, drainage structures and drainage easements, and the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface or storm water management system. The Association shall have the obligation to maintain the entrance, including but not limited to the entrance walls on Post and Wickham Roads, entrance sign, landscaping, entrance irrigation, electricity, maintenance of sod adjacent to Post and Wickham Roads and along the right of way from Post Road entrance to St Armens Circle, the recreation Area (located within parcel A) including the pool, cabana, and tennis court, and lake and storm water drainage system (located within parcel A) and parcels B & C (Common Areas) as set forth on the Plat of EAST BAY PLANTATION PHASE I as set forth in Plat Book 37, Page 51, Public Records of Brevard County, Florida and any other similar maintenance responsibilities called for in subsequent plats of lands annexed into this Declaration under the terms hereof, in the manner required by any and all governmental authorities having appropriate jurisdiction including but not limited to all storm water maintenance requirements of the St. Johns River Water Management District."


The foregoing Amendments were duly approved by more than two-thirds (2/3rds) of the lot owners on February 24, 1992.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 24th day of FEBRUARY, 1992.

Witnesses:



INTERVEST CONSTRUCTION INC.
GENERAL PARTNER for INTERVEST
HOMES LIMITED


By: 
Morteza Hosseini Kargar
President



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day 24th day of February, 1992, by Morteza Hosseini Kargar, as President of Intervest Co struction, Inc., General Partner of Intervest Homes Limited, a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: 
Print: TERESA J. THORNTON-HILL
State of Florida At Large
(Seal)



My Commission Expires FEBRUARY 19, 1993
Title/Rank: Notary Public
Commission Number: PA 649467

EAST BAY PLANTATION PHASE II ANNEXATION

Intervest Homes, Ltd. hereby adds Phase II. of East Bay Plantation (as more fully described on Exhibit "A" attached hereto and made a part hereof) to the terms of the Declaration of Covenants, Conditions and Restrictions for East Bay Plantation pursuant to the terms and provisions of Section 5 of Article IX of said Declaration.

DATED: March 2, 1994

INTERVEST HOMES LTD., a Florida limited partnership

By: **Intervest Construction, Inc.,
General Partner**

By: [Signature]
**Morteza Hosseini-Kargar
President**

[Signature]
Anne Marie Pierce
(Name printed or typed)

[Signature]
Teresa J. Thornton
(Name printed or typed)

Clerk: Circuit Court
Brevard County, FL
Pages: 1-50
Trust Fund
Stamp-Dues
Stamp-Reg
Stamp-Chz
Names: 2
New Fee: 9.00
Folio Tx
Notary
Return

[Signature]
Charlene B. Irland
Assistant Secretary



STATE OF FLORIDA
COUNTY OF VOLUSIA

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of March, 1994, by Morteza Hosseini Kargar and Charlene B. Irland, as President and Assistant Secretary, respectively of Interinvest Construction, Inc., a Florida corporation, general partner of Interinvest Homes, Ltd., a Florida limited partnership, on behalf of the partnership. They are personally known to me or have produced personally known as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Anne Marie Pierce
State of Florida At Large
(Seal)



My Commission Expires: 12/1/97
Title/Rank: _____
Commission Number: CC 333274

LEGAL DESCRIPTION - EAST BAY PLANTATION PHASE 11

A PORTION OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 36 EAST AND A REPLAT OF PARCEL 'E', PARCEL 'F' AND PARCEL 'G' ACCORDING TO THE SUBDIVISION PLAT OF EAST BAY PLANTATION PHASE 1 REPLAT AS FOUND IN P. O. 37 ON PAGES 85 & 86 AMONG THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING IN THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PARCEL 'C', PER SAID SUBDIVISION PLAT OF EAST BAY PLANTATION PHASE 1 REPLAT, SAID POINT BEING IN THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, THENCE S89°23'50"N, DEPARTING THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE 1 REPLAT AND ALONG SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 A DISTANCE OF 863.47 FEET TO THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 CONTINUE S89°23'50"W A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 47 AS SHOWN IN OFFICIAL RECORDS BOOK 2214 ON PAGE 2482 AMONG THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°24'42"N, DEPARTING SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 1 AND ALONG THE EAST LINE OF SAID PARCEL 47 A DISTANCE OF 1271.82 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE POST ROAD EXTENSION; THENCE N89°24'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF POST ROAD EXTENSION, DEPARTING SAID EAST LINE OF PARCEL 47 A DISTANCE OF 353.39 FEET TO A POINT IN THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE 1 REPLAT, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S45°25'38.0"E AND A CHORD DISTANCE OF 35.36 FEET, SAID POINT OF CURVATURE BEING IN THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE 1 REPLAT; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF POST ROAD EXTENSION AND ALONG THE BOUNDARY OF SAID EAST BAY PLANTATION PHASE 1 REPLAT AND ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT THE FOLLOWING COURSES AND DISTANCES: S00°25'31"E A DISTANCE OF 105.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S44°34'29.0"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET; THENCE S00°25'31"E DEPARTING SAID CURVE ON A RADIAL LINE A DISTANCE OF 50.00 FEET; THENCE S89°34'29"W A DISTANCE OF 48.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF S00°46'18.0"W AND A CHORD DISTANCE OF 38.26 FEET; THENCE ALONG THE ARC OF SAID CURVE PASSING THRU A CENTRAL ANGLE OF 17°38'22" A DISTANCE OF 38.41 FEET; THENCE DEPARTING SAID CURVE ON A NON-RADIAL LINE S28°04'29"E A DISTANCE OF 164.25 FEET TO INTERSECT THE NORTHEASTERLY LINE OF SAID PARCEL 'G' - EAST BAY PLANTATION PHASE 1 REPLAT; THENCE S44°34'54"W ALONG SAID NORTHEASTERLY LINE OF PARCEL 'G' A DISTANCE OF 22.55 FEET; THENCE S00°24'42"E ALONG THE EAST LINE OF SAID PARCEL 'G' A DISTANCE OF 340.88 FEET; THENCE S89°35'17"W ALONG THE SOUTH LINE OF SAID PARCEL 'G' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT; THENCE S00°24'42"E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT A DISTANCE OF 29.02 FEET; THENCE N89°35'17"E DEPARTING SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT ALONG THE NORTH LINE OF SAID PARCEL 'E' EAST BAY PLANTATION PHASE 1 REPLAT A DISTANCE OF 10.00 FEET; THENCE S00°24'42"E ALONG THE EAST LINE OF SAID PARCEL 'E' A DISTANCE OF 228.00 FEET; THENCE S89°35'17"W ALONG THE SOUTH LINE OF SAID PARCEL 'E' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT; THENCE S00°24'42"E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT A DISTANCE OF 54.44 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S45°30'28"E A DISTANCE OF 39.95 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N89°23'50"E A DISTANCE OF 211.39 FEET; THENCE N00°38'09"W DEPARTING SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT AND ALONG THE WEST LINE OF SAID PARCEL 'F' A DISTANCE OF 10.00 FEET; THENCE N89°23'50"E A DISTANCE OF 270.00 FEET ALONG THE NORTH LINE OF SAID PARCEL 'F'; THENCE S00°38'09"E ALONG THE EAST LINE OF SAID PARCEL 'F' A DISTANCE OF 10.00 FEET TO A POINT IN SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT; THENCE N89°23'50"E ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT A DISTANCE OF 380.91 FEET; THENCE CONTINUE ALONG SAID BOUNDARY OF EAST BAY PLANTATION PHASE 1 REPLAT S00°38'10"E A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

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CONTAINING 14.69 ACRES MORE OR LESS.