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94 MAY 19 PM 3:50 *Landy Crawford* Clerk Circuit Court

Prepared by:
607618 *11*
Arthur F. Evans, III
1333 Gateway Drive, Suite 1008
Melbourne, FL 32901

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Recorded and Verified
Fees Paid *22-11.50*
Taxes *289.00*

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

A Declaration of Covenants, Conditions and Restrictions was executed by the Declarant, LAWS HALL PARTNERSHIP, a Florida General Partnership, on January 11, 1994 and recorded in the Official Records Book 3358, Page 0016, et seq., of the Brevard County Public Records.

WHEREAS, in accordance with Article VI, Section 3, the Declarant is permitted and empowered to amend the aforesaid Declaration by written instrument; and

WHEREAS, Declarant desires to amend the aforesaid Declaration in its entirety.

NOW, THEREFORE, Declarant hereby declares that the Declaration as set out below shall now be in full force and effect:

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth by LAWS HALL PARTNERSHIP, a Florida General Partnership, its successors and assigns, and J.W. STREAKER, a Florida General Partnership, its successors and assigns, hereinafter referred to as "Declarant", including its successors and assigns to whom the rights of the Declarant have been assigned.

WITNESSETH:

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

LANSING RIDGE SUBDIVISION PHASE IV-A

as per Plat thereof recorded in Plat Book 40, Page(s) 3. Public Records of Brevard County, Florida; and

LANSING RIDGE SUBDIVISION PHASE IV-B

as per Plat thereof recorded in Plat Book 40, Page(s) 41-44. Public Records of Brevard County, Florida.

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

DEFINITIONS

Section 1. "Homeowners Association" and "Property Owners Association" shall both mean and refer to "LANSING RIDGE II HOMEOWNERS ASSOCIATION, INC.", a non-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to LANSING RIDGE SUBDIVISION PHASE IV-A, as per Plat thereof recorded in Plat Book 40, Page(s) 3, Public Records of Brevard County, Florida, and LANSING RIDGE SUBDIVISION PHASE IV-B, as per Plat thereof recorded in Plat Book 40, Page(s) 41-44, Public Records of Brevard County, Florida, and such additional property as may be brought within the jurisdiction of the Association and as may be submitted to the easements, covenants, conditions and restrictions hereby imposed.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment thereof.

Section 6. "Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale.

Section 7. "Declarant" shall mean and refer to Laws Hall, a Florida General Partnership, its successors and assigns, and J.W. Streaker, a Florida General Partnership, its successors and assigns."

Section 8. Lansing Ridge Subdivision Phase IV-A and Phase IV-B, a residential community is contemplated to be a part of a development located in the City of Melbourne, Brevard County, Florida, and comprised of 203 lots, which development is referred to in this Declaration of Covenants, Conditions, and Restrictions as the "Project". It is Declarant's intent (albeit non-binding) that each major phase of development in the Project will be subject to this Declaration of Covenants, Conditions, and Restrictions for Lansing Ridge Subdivision.

Section 9. "Landscape Buffer" shall mean all subdivision walls or fences erected by the developer, and landscaping, irrigation and lighting constructed by the developer, his successor(s) in interest or the Homeowners Association, (including the improvements thereto).

Section 10. "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. The surface water and stormwater management system(s) are part of and located within the following areas which are reflected on the Subdivision as currently platted: (i) as tracts A, B, C, D, E, F, G and area as described in Exhibit "A", (see Article VII - Conservation Easement Areas for future restrictions); (ii) front and rear Lot quality swales.

Section 11. "Conservation Area" or "Conservation Easement Area" means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open or wooded condition, retaining such areas as suitable habitat for fish, plants or wildlife, retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance."

ARTICLE I

Architectural Control Review Committee

Section 1. Review Committee

There shall exist a Review Committee (hereinafter referred to as "Committee") which shall consist of three (3) members, appointed by the Declarant, all of Brevard County, Florida. The Committee may designate a representative to act for it, which representative need not be a member of the Committee. The designation of said representative shall be in writing and signed on behalf of the Committee by a majority of its members. All members of the Committee, or its designated representative, shall serve at the pleasure of the Declarant and may be removed or replaced at will.

Section 2. Construction Plan Review

No dwelling, building, or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the subdivision until the builder, contractor, plans, specifications and locations therefor and thereof shall have been first submitted to and approved by the Committee. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of the City of Melbourne, County of Brevard, State of Florida, in effect at the time of such proposed construction or alteration. The approval or disapproval of plans, specifications, and location by the Committee shall be based on reasonable grounds including purely aesthetic reasons, which shall be at the discretion of the Committee, and as may be deemed sufficient. With respect to approval of builder or contractor, the Committee reserves the rights, in its sole discretion (based upon reasonable or unreasonable grounds), to approve same. Detailed and scale sketched, including location sketches, shall be submitted by the Lot Owner to the Committee for any construction, improvements, additions, or alterations which may be sought to be erected or placed on any Lot at least thirty (30) days prior to the date that approval thereof is required.

An administration fee of \$40.00 shall be paid to the Association for processing the plans, payable at the time of submission.

Plans and specifications in regards to topography and finished grade elevation must also be reviewed and approved by the Committee prior to the commencement of any excavations work, or prior to the commencement of any activity which will alter the natural contour of the land.

The Committee shall provide Lot owners with a written instrument acknowledging receipt of any evidence, instrument, or drawing required by this paragraph, indicating thereon the date and time such evidence, instrument or drawing is received by the Committee. Two sets of plans and specifications shall be submitted to the Committee with all alterations including but not limited to site plan, tree survey, landscape plan, exterior elevations, paint colors, shingle samples, exterior materials samples, and descriptions. Prior to the date specified in Article IV, Section 2, the architectural control and approval of all plans and specifications and other functions, the functions herein shall be vested in the Declarant. It being provided however, such approval shall not be required or apply to any Lot or Lots owned by the Declarant. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. All approvals by the Committee intended to be relied upon by

a Lot Owner, his agents or servants, and whether relating to the provisions of this paragraph or any other covenant contained in this Declaration, must be in writing and signed or initialed by a member of the Committee or the Committee's designated representative and by Declarant.

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or break of this Declarant has occurred, and all enforcement provisions contained herein shall be applicable.

Section 3. Clearing.

Prior to any construction the Board will be furnished a tree survey showing the location and type of all trees over 4" in diameter. This survey shall also show types and general locations of existing vegetation. An overlay will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed. It is the intent of the Board to maintain as much of the natural wooded character of each lot as reasonably possible. Existing trees and vegetation are to be preserved when possible and incorporated in the final landscaping plan. All areas not left in their natural state and that are cleared shall be sodded or replanted.

If any unauthorized clearing takes place on any Lot, restoration of said Lot to its original condition must be made. The restoration plans as to location of plant material, size, and type must be submitted to the Board for approval. Any Lot that has been cleared without written authorization of the Board and fails to be restored within thirty (30) days of receipt of written notice from the board, the Owner agrees that the Board shall, if it so decides, make such restoration; the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as if it were a lien imposed by a person improving the property in direct contract with the Owner as provided in Chapter 713 of Florida Statutes.

Section 4. Landscaping.

A detailed landscape plan must be submitted for approval showing the areas to be planted and types of planting materials to be used. All landscaping must conform to all codes and requirements of the City of Melbourne. A typical master landscape plan may be submitted to the Committee for approval by any builder who is constructing more than five (5) homes within the subdivision at least thirty (30) days prior to construction. This plan may be altered to accommodate existing vegetation on individual lots.

No existing living tree greater than four (4) inches caliper, measuring three (3) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree interferes with the erecting or placing of the living unit on said Lot.

A minimum of seven (7) native trees are required to be planted on each lot, five (5) of which must be planted in the front set back area of each residence, two (2) of which must be live or laurel oak. These trees shall be a minimum of 6' in height and have a drip line of a minimum of 3'. The trees shall remain perpetually on each lot. In the event they die either by disease or neglect they shall be replanted with the same type of tree that comply with these minimum requirements. Upon notification by the Homeowners Association and/or the City of Melbourne each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the Committee for existing native trees that are used in the final landscaping plan of each residence.

A minimum of 1 percent (1%) of the construction cost of each residential dwelling units shall be used to purchase new plant material to be planted in the front of each residence. This planting expense shall include the cost of sodding for each residence. All lots shall be fully sodded.

Section 5. Roofs, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

The Board must approve the type, color, and style of all shingle and roof covering materials. The Board may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 6. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, wood, vinyl, or other siding used on the exterior of the buildings or other structures with out first receiving written approval of the board as to type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

Section 7. Garage Doors.

All garage doors shall be of wood or steel construction and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

Section 8. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,150 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 9. Building Location.

No building, other than that allowed by City Code, shall be located on any Lot nearer than 20 feet to the front Lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 10. Post Lights.

Each residence constructed shall have the option to install and maintain an electric or gas exterior post light in the front set back area prior to occupancy. Said post lights shall be uniform in

design and in a standard location on each lot. If elected to be installed, the type, color, and location of the post light shall be determined by the Declarant.

Section 11. House Numbers and Mail Boxes.

All house numbers installed on each residence and or mail boxes are to be brass in color and appearance. The location of house numbers shall be as uniform as possible on each residence. All mail boxes shall be uniform as to type color and design. Unless otherwise approved by Declarant, each mailbox shall have a 4" x 4" post, painted black and the mail box shall be a standard size black mail box. The location and type of the mail boxes shall be determined by the Declarant. All mail boxes and house numbers as required to be installed by the builder prior to the occupancy of the residence.

ARTICLE II

General Restrictions - Use and Occupancy

Section 1. General Prohibition

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing, or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size without the express written consent of the Homeowners Association's Board of Directors or the Declarant.

Section 5. Occupancy Before Completion.

No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.

Section 6. Maintenance and Repair.

All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction.

All exterior construction, paint and stain finished, and landscaping for which plans and specifications are required herein to be submitted to the Homeowners Associations Board of Directors for approval shall be completed within six (6) months from the date of written approval for said approval to remain in force and effect. The Board may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary buildings.

No tent, shack, trailer, house trailer, basement, garage, or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within two (2) months for the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished-graded surface of the grounds upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Associations Board of Directors or Declarant.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors or Declarant.

(c) No fence to be constructed on any lot shall be of wire, chain links, or cyclone style off fences.

(d) No fence or wall shall extend beyond the rear building line of any residence, except those used for screening purposes and in no case shall any fence extend beyond the front building line off any residence. All fences must be in conformance with all city codes and set back requirements.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any parcel. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Homeowners Association's Board of Directors shall control.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon the property in a way so as not to be visible from the street or in closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept or stored upon the property in a closed garage.

Section 15. Utility and Drainage Easements.

Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications for which excavations have been approved by the Homeowners Association's Board of Directors.

Section 17. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot, unless otherwise approved by the Homeowners or the Declarant.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation and Maintenance of Slopes, Banks, and Swales.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope, swale, easement or preservation area without first obtaining written approval from the Homeowners Association's Board of Directors. No construction or excavation in the proximity of any canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 21. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 22. Open Burning.

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 9:00 A.M. and one (1) hour before sunset, and when the approval of the appropriate regulatory agency, Forestry Department or successor organizations has been received prior.

(b) Open burning to reduce solid waste in occupied residential premises is not permitted.

Section 23. Swimming Pools.

Swimming pools may be constructed on any Lot with the approval of the location and material by the Committee provided that access to them from the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only of the in-ground type and shall be constructed of fiberglass, concrete, or concrete type materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 24. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennae and Aerials.

No exterior antennas or aerials shall be placed upon residences at a height greater than ten (10) feet above the highest point of the roof. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the subdivision. The Committee may grant a waiver to the placement requirement providing the equipment blends aesthetically with the residence.

Section 26. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, a minimum of 7.5 feet from the side/rear property line, and behind the rear building line of the dwelling. The Board may make exceptions and permit basketball back boards or similar play apparatus that is visible from the street. All permitted basketball standards shall be a uniform white enamel pole and white back board.

Section 27. Oil and Mining Operations.

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

Section 28. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot. This provision, however, shall not preclude the installation of any individual water system for irrigation or sprinkler purposes; provided, however, that such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the prevailing zoning and building departments of the governing authority.

Section 29. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 30. Air Conditioning.

No window or wall air conditioning units shall be permitted.

Section 31. Tanks.

All oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas to the rear of the main residence.

Section 32. 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.

Section 33. Violation and Enforcement of Covenants, Conditions and Restrictions.

(a) The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall give the Owner a written notice by certified return receipt mail requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within thirty (30) days of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorneys' fees and costs, and curative actions the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said thirty (30) days, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is fifty (\$50.00) dollars per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with which the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

(e) The Declarant reserves the right to hire a professional third party management company for the day to day management of the association's operations, maintenance and management. Said management company shall be duly bonded and licensed in the State of Florida to conduct said homeowner association management. Said fee for the association management shall not exceed fifty (50%) percent of the annual income of the association.

ARTICLE III Property Rights

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provision:

(a) The right of the Homeowners Association to dedicate or transfer all or any parts 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 is signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer that has been recorded.

Section 2. Owner's Use of Lot.

Use of Lots shall be limited to residential purposes. Nothing herein shall be deemed to prevent an owner from leasing his or her residence to a single family, subject to these restrictions.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IV Membership and Voting Right in the Association

Section 1.

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

Section 2.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When 95% of the residential lots have been conveyed by the developer (or successor developer), or

(b) On January 1, 1998.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation as Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Homeowners Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed by the Association and a foreclosure action filed in a court of competent jurisdiction: provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Brevard County, Florida. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment.

The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the properties (including necessary or appropriate professional fees) and for the improvement and maintenance of the Common Areas, Landscape Buffer and any subdivision walls erected by the developer, his successor(s) in interest or the Homeowners Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Assessment Allocation.

Assessments shall be levied as to each Class A Lot. All Class B Lots and any vacant Lot or any lot superimposed with an unoccupied, unsold residential living unit held by a Builder shall be exempt from all annual assessments. Each Class A Lot shall be subject to a special initiation assessment of \$100.00 paid to the LANSING RIDGE II HOMEOWNERS ASSOCIATION upon transfer of the deed

from the builder to the owner. This one-time special assessment shall be used for the exclusive purpose of expenses for the maintenance of the entry landscaping, retention areas and common areas.

Section 4. Maximum Annual Assessments.

Until January 1, 1995, the maximum annual assessment by the Homeowners Association for each Lot shall be Eighty-Five Dollars (\$120.00) per lot.

From and after January 1, 1995, the maximum annual assessment of the Homeowners Association may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. For purposes of this section the term "maximum assessment which could have been imposed for the previous year without a vote of the membership" means what the assessment would have been if the ten percent (10%) increase had been taken every year from and after January 1, 1995. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Homeowners 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 or replacement of a capital improvement upon the Landscape Buffer, or Common Area, including any subdivision walls, fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, or annual basis. However, notwithstanding the aforesaid, Declarant and the lots owned by it shall not be subject to either annual or special assessments until such time as any such Lot has been developed and improved and construction of a residence thereon has been completed.

Section 8. Date of Commencement of Annual Assessments:

Due Date. The annual assessments provided for herein as to the Homeowners Association shall commence as to all Lots on the first day of the month following the recording of these declarations. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amount of the annual

assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and a half percent (1.5%) per month. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Landscape Buffer or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorney's fees, including attorneys' fees for appellate proceeding.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein against any lot shall be subordinate to the lien of any first mortgage made prior to recordation of notice of lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No holder of any lien of the assessments provided herein against any Lot shall be required to collect or otherwise be responsible for assessments described in this Article V. The failure or default in the timely payment of assessments described in this Article shall not constitute a default under a mortgage insured by the FHA/VA.

Section 11. Exempt Property.

All properties dedicated to, and accepted by, a local public authority and all properties owned by the charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Lot and Exterior Maintenance.

All buildings, fences, and grounds of each parcel shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old or unused household appliances or furniture shall not be placed or maintained on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner so as to directly affect the health or safety of other owners, the Homeowners Association, after approval by two-thirds (2/3) vote of the Board of Directors and fifteen (15) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to the extent reasonably necessary to protect the health or safety of other owners, to make repairs to, or clear the Lot or the exterior of the buildings and any other improvements erected thereon. The cost of such repairs or clearing shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made. Such entry thereon shall not constitute a trespass. It being provided that this

section shall not apply to any lot owned by a builder during the construction of or prior to the sale and closing of any residential dwelling unit unless unit has been abandoned by the Builder.

Section 13.

- a) Mortgagee is not required to collect assessments.
- b) Failure to pay assessments shall not constitute a default under an uninsured mortgage.
- c) So long as there is a Class B Membership, the following actions require the prior approval of FHA/VA: dedication of common area and dissolution of the Articles of Incorporation for the Association, provided such is not unreasonably withheld by FHA/VA.
- d) Any Common Area cannot be mortgaged without the consent of at least 2/3 of the lot owners (excluding the Declarant).
- e) Absolute liability is not imposed on lot owners for damage to Common Area of lots within the subdivision.

ARTICLE VI
General Provision

Section 1. Violation and Enforcement.

The Homeowners Association, the City, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

Violation of any covenant or restriction contained in this Declaration may be remedied by the Declarant, the Association, the committee, or any Lot Owner, and the expenses thereof shall be chargeable to the then Owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand. The City of Melbourne, Florida is also hereby given enforcement rights if needed by said City to protect its rights and interests arising out of or under the terms and conditions set forth in this Declaration. In the event the Declarant, the Association, the Committee or any Lot Owner has expended funds in connection with curing of such violations, then and in such event the funds so expended shall become a lien upon the Lot or Lots. Enforcement shall be by proceeding at law or in equity, brought by the Declarant, the Committee, the Association, or the aggrieved Owner of any Lot or Lots located within the subdivision, against any person or persons, violating or attempting to violate covenants or restrictions contained in this Declaration, either to restrain the violation or to recover damages, or both. In the event the Declarant, Association, Committee, aggrieved Owner or their successors are obligated to engage counsel in connection with the enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, provided the aforesaid aggrieved parties are the prevailing party in such litigation, such shall be entitled and authorized to recover their reasonable attorney's fees from the Defendant in such proceedings both in the trial court and for any appellate proceedings.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management systems.

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Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration, Modification, and Amendment.

Except as the same may be changed, modified, or amended, as provided for hereafter, the Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the ten owners of the Lots it is agreed to amend or rescind said Declaration in whole or in part. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1995 by the Declarant so long as the Declarant is the owner of at least twenty-five percent (25%) of the Lots. Any amendment must be recorded.

So long as Declarant owns one or more Lots, within the subject subdivision Properties, the Declarant may change, modify, or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida. However, this provision shall not be applicable with regard to any amendment that in any manner would adversely affect the City without written consent of the City. At any time after the Declarant no longer owns any Lot or Lots within said subdivision Properties, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the lands and Properties described hereinabove, and each Lot herein contained, may be waived, abandoned and terminated, modified, altered or changed as to all of the subdivision Properties or any portion thereof, upon and with the written consent of the Owners of fifty-one percent (51%) or more of the Lots in the subdivision. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

Any amendment to the Covenants and Restrictions which alter 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.

Section 4. Annexation.

With respect to certain properties adjacent to the Platted Property, Declarant hereby reserves the right to annex additional property at a later time at Declarant's option and at any such time, Declarant shall have the sole and exclusive authority to redefine the Tracts, common areas, and properties subject to these covenants.

Section 5. Department of Housing and Urban Development (FHA) or Veterans Administration Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the Department of Housing and Urban Development, FHA, or Veterans Administration: annexation of additional properties, dedication of common areas, amendment of the Articles of Incorporation for the Association, the encumbering of the common areas, amendment of the Declaration of covenants, Conditions and Restrictions, provided such is not unreasonably withheld by FHA/VA.

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Section 6. Mortgage or Conveyance of Common Area.

Any mortgage or conveyance of the Common Area, or any portion thereof shall require the consent of at least 2/3 of the Lot owners and the approval of the Department of Housing and Urban Development or the Veterans Administration so long as there shall be a Class B membership. If ingress or egress to any residence is required through the Common Area, or any portion of it, any conveyance or encumbrances of such area shall be subject to an easement for ingress and egress in favor of the affected lot owner or owners.

Section 7. Future Development Within the Project.

The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all sections of the Project not included in the Properties. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association and to subject to the provision of this Declaration, or any portion of the Additional Property, improvements or Lots other than those hereby or heretofore submitted. The consent of the Lot Owners other than the Declarant, or any mortgage holder, shall not be required to add any lands, improvements or portions of the Additional Property to the jurisdiction or ownership of the Association or to subject the same to provisions of the Declaration.

Section 8. Expandable Association.

Upon the recordation of this Declaration of Covenants, Conditions and Restrictions for Lansing Ridge Subdivision Phase IV-A, the Lansing Ridge II Homeowners Association shall have as members all Owners of Lots in Lansing Ridge Subdivision Phase IV-A, and the Properties shall be subject to the jurisdiction of the said Association, as provided in this Declaration of Covenants, Conditions and Restrictions for Lansing Ridge Subdivision Phase IV-A, and by the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The Association has been created for the purpose of operating the Properties and the Lansing Ridge Phase IV-A Project, and real property or interests in real property, including but not limited to easements which may from time to time be conveyed to it prior to incident to the development of Lansing Ridge Subdivision Phase IV-A and the properties. Additional Property may be submitted to the jurisdiction of the Association and made subject to the provisions of this Declaration by the terms of an Amendment to the Declaration recorded in the Public Records of Brevard County, Florida. If the Declarant elects to submit such portions of the Additional Property to the jurisdiction of the Association, the Owners of Lots included therein shall also be Members of the Association, shall be entitled to cast one (1) vote for each Lot owned, and shall contribute toward the costs of maintenance, repair and operation of the Tracts and the Common Areas (as expanded, if expanded) on an equal basis with all other Lot Owners subject to the jurisdiction of the Association, all in accordance with the Association Articles and By-Laws and the terms and conditions of this Declaration and the Amendment to the Declaration submitting the Lots to the jurisdiction of the Association and the Declaration. The said Owners shall also have rights of use and enjoyment in and to the Tracts and Common Areas as shall be coterminous with that of Lot Owners in Lansing Ridge, according to the plat thereof, as recorded in the Public Records of Brevard County, Florida, in such a manner that the Owners of all Lots within the jurisdiction of the Association and subject to this Declaration shall have rights of use and enjoyment. Upon annexation of any portion of the Additional Property to the Properties, the Declarant shall redefine the Properties to include all portions of the Properties subject to this Declaration and the Additional Property made subject to this Declaration by Amendment to the Declaration, and redefine the Common Areas.

Section 9.

The additions authorized under this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this declaration to such property, provided that F.H.A. and V.A. have determined that the annexation is in accord with the general plan heretofore approved by them.

Such supplementary declaration may contain such complimentary additions, deletions, and changes contained in this declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants established by the declaration within the existing property.

Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both.

In the event any legal action shall be brought by the Declarant, its successors or assigns, or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable Attorney's fees, incurred by any moving party in such legal proceedings which result in the successful enforcement hereof shall be borne by the defendant in such proceedings.

Section 10. Dissolution Language.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42. 027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII

Conservation Easement Areas

"Conservation Easement Area" shall mean all of such areas described in the final plat of said property, listed as Tracts B, C, E, G and area as described in Exhibit "A". The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, F.S. in favor of the St. Johns River Water Management District (District), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- (a) The construction, installation, or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement areas;
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas;

- (d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas;
- (e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and
- (g) Acts or uses detrimental to such retention or land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Area.

The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas as all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this article may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservations Easement Areas, and shall be binding upon, and shall inure to the benefit of the District, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas are properly recorded.

To the extent not inconsistent herewith, the aforesaid Declaration of Covenants, Conditions and Restrictions is ratified and affirmed and shall be read in conjunction with these amendments.

IN WITNESS WHEREOF, the undersigned, being the Declarant(s) herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 11th day of June, 1994.

Signed, sealed and delivered in the presence of:

[Handwritten signatures and names]

LAWS HALL PARTNERSHIP, a Florida General Partnership, by and through Arthur F. Evans, III, its authorized general partner

By: *[Signature]*
Arthur F. Evans, III, authorized general partner

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Signed, sealed and delivered
in the presence of:

Thomas J. ...

...

...

J.W. STREAKER, a Florida General Partnership,
by and through Arthur F. Evans, III,
its authorized general partner

By: _____
Arthur F. Evans, III, authorized
general partner

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared ARTHUR F. EVANS, III, as authorized general partner of LAWS HALL PARTNERSHIP, a Florida General Partnership, and as authorized general partner of J.W. STREAKER, a Florida General Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 11th day of May, 1994.

Thomas J. ...

Notary *Thomas J. ...*

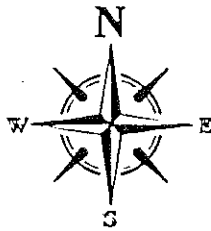
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 05/31/1994
BONDS 1490 GENERAL INVESTORS



1994 3393 2734

EXHIBIT "A"



P.O.C.

SOUTHWEST CORNER OF LANSING RIDGE SUBDIVISION PHASE TWO (P.H. 38, PGS 19 AND 20)

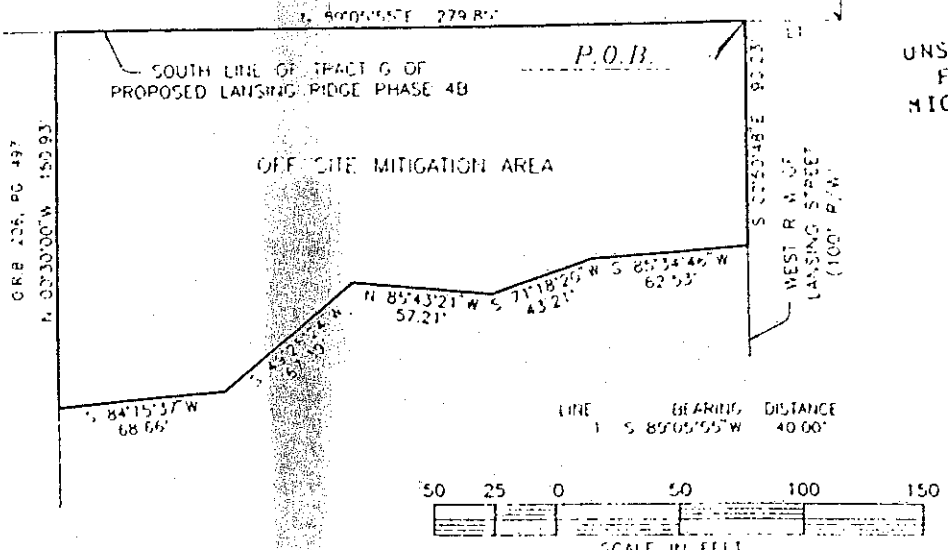
DESCRIPTION (BY SURVEYOR)

AN EASEMENT FOR THE PURPOSE OF WETLAND PRESERVATION AND MITIGATION LYING IN SECTION 18, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LANSING RIDGE SUBDIVISION, PHASE TWO AS RECORDED IN PLAT BOOK 38, PAGES 19 AND 20 OF SAID PUBLIC RECORDS AND RUN S 00°50'48" E, ALONG THE WEST RIGHT-OF-WAY OF LANSING STREET A DISTANCE OF 298.14 FEET TO THE SOUTHEAST CORNER OF PROPOSED LANSING RIDGE PHASE 4B; THENCE S. 89°05'55" W, ALONG THE SOUTH LINE OF TRACT G OF SAID PROPOSED LANSING RIDGE PHASE 4B A DISTANCE OF 40.00 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 00°50'48" E, ALONG WEST RIGHT-OF-WAY OF LANSING STREET A DISTANCE OF 90.23 FEET, THENCE S 85°34'46" W, A DISTANCE OF 62.53 FEET, THENCE S 71°18'20" W, A DISTANCE OF 43.21 FEET; THENCE N 85°43'21" W, A DISTANCE OF 57.21 FEET; THENCE S 49°25'24" W, A DISTANCE OF 67.39 FEET; THENCE S 84°15'37" W, A DISTANCE OF 68.66 FEET; THENCE N 00°30'00" W, A LONG THE EAST LINE OF O.R.B. 206, PG. 497 OF SAID PUBLIC RECORDS A DISTANCE OF 150.93 FEET, THENCE N 89°05'55" E ALONG THE SOUTH LINE OF TRACT G OF PROPOSED LANSING RIDGE PHASE 4B A DISTANCE OF 279.85 FEET TO THE POINT-OF-BEGINNING, CONTAINING 0.742 ACRES OF LAND MORE OR LESS.

S 00°50'48" E 298.14'
WEST R/W OF LANSING STREET (60' R/W)

SOUTHWEST CORNER OF PROPOSED LANSING RIDGE PHASE 4B



UNSUITABLE FOR MICROFILM

BX3393PG2734

SKETCH OF LEGAL DESCRIPTION ONLY

SCALE 1"=50'	OWN BY T.C.O.	CHDR. J.W.M.	CLIENT NO. 2404-7	THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMPLOYED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.
CERTIFICATION				
J.W. STREAKER PARTNERSHIP AND THE CITY OF WELBOURNE				
WILLIAM MOTT LAND SURVEYING INC.				SATellite BEACH PROFESSIONAL CENTER 1275 SOUTH PARKER DRIVE, SUITE 11 SUNLAND BEACH, FLORIDA 32826-2005 PHONE (407) 773-4323
JONATHAN M. MOTT P.L.S. FLA. CERT. NO. 5066				

RWO/SLO/CPH/ADR A196-07-220

Sec. 17, Twp. 27 S, Rge. 37 E

EASEMENT Form 3723A (Stocked) Rev. 2/86

THIS INSTRUMENT WAS PREPARED BY

Don Linback

FLORIDA POWER & LIGHT COMPANY P. O. BOX 1190 ROCKLEDGE FL 32956-1190

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

The West ten feet of the East nine hundred eighty-one feet of the following described property:

From the N.E. corner of Section 18, Township 27 South, Range 37 East, Brevard County, Florida; run S88°32'44"W along the north line of the N.E. 1/4 of said Section 18, a distance of 1453.11 feet to the Point of Beginning of the herein described parcel; thence S00°30'00"E along the west line of property described in O.R.B. 2392, Page 305, a distance of 681.01 feet to the south line of property described in O.R.B. 2476, Page 1413; thence N88°32'44"E along said south line a distance of 1403.10 feet to the west R/W line of Croton Road as described in O.R.B. 447, Page 398; thence S00°30'00"E along said west R/W line a distance of 161.24 feet; thence S89°02'00"W a distance of 1150.00 feet; thence S88°32'44"W a distance of 250.46 feet to the Point of Curvature of a curve concave to the northeast; thence along the arc of said curve, having a radius of 931.43 feet, and a central angle of 38°23'55", an arc length of 624.22 feet to the Point of Tangency; thence N53°03'21"W a distance of 584.41 feet to the Point of Curvature of a curve concave to the southwest; thence along the arc of said curve having a radius of 538.57 feet and a central angle of 38°23'18" an arc length of 360.05 feet to the Point of Tangency; thence S88°33'31"W a distance of 476.17 feet; thence N01°26'39"W a distance of 151.43 feet to the north line of the N.W. 1/4 of said Section 18; thence N88°33'21"E along said north line a distance of 608.62 feet to the north 1/4 corner of said Section 18; thence N00°32'44"E along the north line of the N.E. 1/4 of said Section 18 a distance of 1249.83 feet to the Point of Beginning.

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Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on December 21, 1990

Signed, sealed and delivered in the presence of:

Signed in the presence of:

ROY SCHACHT OWNER

Witness (Seal)

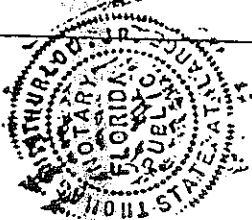
Witness

Witness (Seal)

STATE OF FLORIDA AND COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 21st day of December, 1990, by ROY SCHACHT and

My Commission Expires:



Notary Public, State of Florida My Commission Expires June 21, 1994

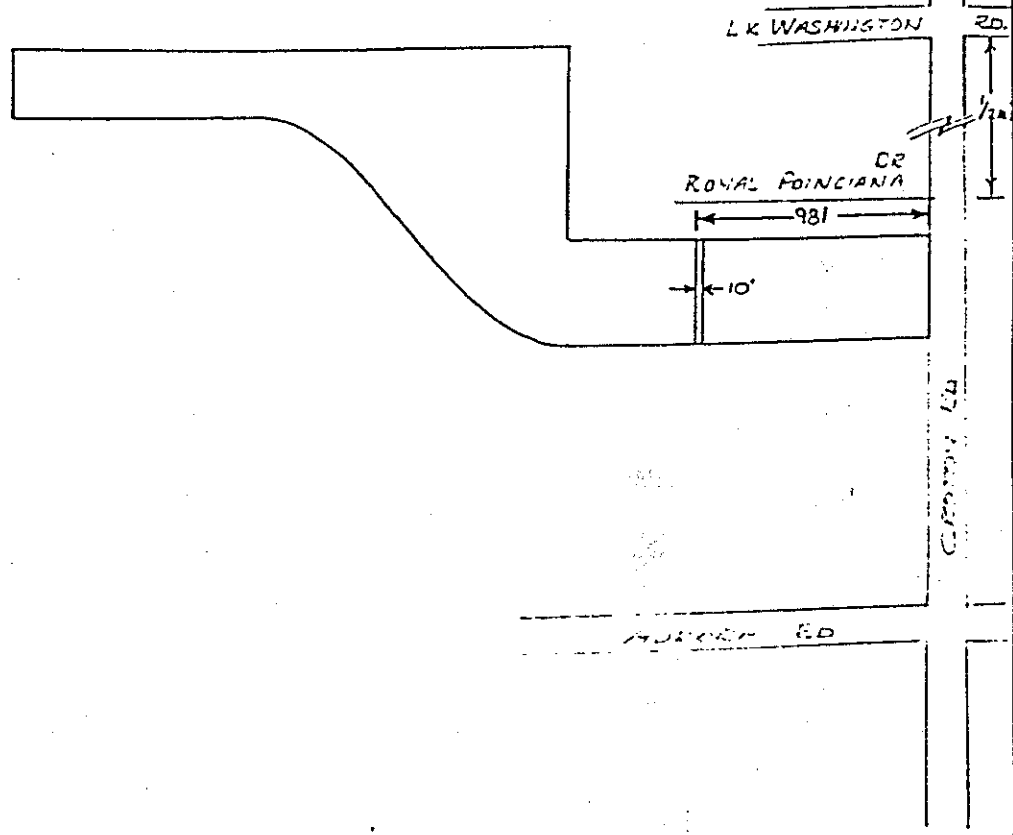
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INDICATE NORTH



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Section 18, Township 27 South, Range 37 East

BREVARD County, Florida

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