

CFN 2006086050 03-23-2006 03:42 pm
OR Book/Page: 5621 / 0413

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This instrument prepared by:
Record and return to:
Vero-Pittsburgh Partners, LLC
300 Weyman Plaza, Suite 210
Pittsburgh, PA 15236

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 20 #Names: 2
Trust: 10.50 Rec: 161.00 Serv: 0.00
Ded: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

EAGLE POINTE SUBDIVISION
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
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EAGLE POINTE
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter referred to as "Declaration") is made and entered into this 13th day of MARCH, 2006, by VERO-PITTSBURGH PARTNERS, LLC, a Florida Limited Liability Company, having an office at 300 Weyman Plaza, Suite 210, Pittsburgh, PA 15236 and hereinafter referred to as the (hereinafter referred to as "Developer"), which reference includes successors and assigns;

WITNESSETH:

WHEREAS, the Developer is the Owner of the real property situated in Brevard County, Florida and further described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Developer's predecessor in title initially developed said property into the EAGLE POINTE Subdivision (hereinafter referred to as "Subdivision"); and

WHEREAS, the Developer's predecessor in title previously recorded a Declaration of Protective Covenants and Restrictions for Eagle Pointe on March 14, 2001 in Brevard County's Official Record Book 4303, Page 505; and

WHEREAS, the Developer seeks to amend said Protective Covenants and Restrictions by repealing the same, in their entirety, and restating the Covenants and Restrictions as more particularly set forth herein; and

WHEREAS, the Developer will convey, or otherwise utilize the Lots contained within the Subdivision subject to the amended and restated protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth or in the plat provided; and

WHEREAS, it is the intention of the Developer that the Subdivision and the Lots therein contained, except as specifically provided to the contrary hereinafter, be subject to this Declaration for the mutual benefit and protection of the Developer and persons, both natural and corporate, who may hereafter purchase a Lot or Lots or acquire any interest in the Subdivision and their respective heirs, successors and assigns.

NOW, THEREFORE, the Developer hereby declares that the prior covenants are repealed, in their entirety, and that the following Amended and Restated Covenants and Restrictions shall now govern all of the Subdivision, or any part thereof, and any Lot or Lots, which shall be held, sold and conveyed subject to the following Declaration, and the covenants, conditions, easements, restrictions, reservations, liens and charges contained herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. This Declaration shall run with the Subdivision and the Lots therein contained, and

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shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof and shall inure to the benefit of the Developer and to each owner of any Lot or Lots or of any portion or portions of the Subdivision regardless of when or how acquired:

1. DURATION.

Except as the same may be waived, abandoned and terminated modified, altered or changed, as otherwise provided for hereinafter, this Declaration shall run with the subject property and be binding on all owners of the Subdivision or any Lot or Lots therein, and shall inure to the benefit of the Developer, the Association, the owners, the Institutional Mortgagees, and their respective legal representatives, heirs, successors and/or assigns until January 1, 2026, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by vote of majority of the then owners of the Lots it is agreed to amend or rescind this Declaration in whole or in part. Notwithstanding such amendment or rescission, owners shall continue to remain obligated to pay their pro rata share of Association expenses so as to continue to maintain the Roads, the Surface Water or Stormwater Management System and the Conservation Easement Areas.

2. USE AND INDIVISIBILITY.

No Lot covered by this Declaration shall be used except for single-family residential purposes, and no Lot shall be reduced in size by any method whatsoever, but Lots may be enlarged by consolidation with one or more adjoining Lots or portions thereof, under one ownership, in which event the combined Lots shall be treated as a single Lot for purposes of compliance with the setback lines required by the provisions of Paragraph 13 hereinafter. For purposes of Homeowner's Association dues or assessments, the combined Lots shall be treated as individual Lots. However, Lots, once combined, may not subsequently be separated unless each of the separated Lots will conform to the Plat of the Subdivision and satisfy the requirements of Paragraph 13 of this Declaration. This Subdivision is being developed within the corporate limits of Brevard County, and is subject to all County Standards. In no case shall the Subdivision standards be less than the established County Standards unless authorized in writing by the County.

3. LANDSCAPING, MAINTENANCE AND ENFORCEMENT.

The Lot owners of the owner of any portion of the Subdivision acquired from or through the Developer agrees to maintain said property in a clean and sanitary condition and with an aesthetically attractive appearance. Lots, whether improved or vacant, will be mowed no less than monthly, and the Owners of said Lots or their agents shall timely remove therefrom all debris, dead growth and fallen vegetation. Natural vegetation, such as rosemary, palmetto and scrub oak shall not be removed from any lot if the retention of such vegetation shall promote the attractive appearance of the Subdivision. The Lot owner, at the time of construction or of reconstruction on a Lot of a dwelling must spend at least \$5,000.00 for irrigation, landscaping and sodding of the Lot. At least \$1,000.00 of this expenditure shall be spent on trees and shrubs. In any event, the Lot, where cleared, is to be fully sodded or mulched, irrigated, and, additionally, the sodding will include all easement areas and swales located within the Lot lines and as to the front of the Lot, will extend to the pavement line. The obligation to mow no less than monthly, being imposed herein upon the Lot owner, will also include the swale, if any, all easements, and the right-of-way located between the front Lot line and pavement line. If after thirty (30) days

written notice, hand-delivered or mailed first class postage, given by the Review Committee, as hereinafter constituted, the Lot owner has not complied with the foregoing requirements regarding maintenance of the Lot and adjacent areas, the Review Committee and / or its designee hereby reserve and are granted the right to enter upon the Lot requiring maintenance and do all things necessary to comply with the foregoing maintenance requirements. Upon the performance of such maintenance, the Review Committee and / or its designee, shall be entitled to recover the costs of such maintenance, together with interest at the highest legal rate from the date said cost incurred, from the owner of said Lot, together with cost of collection and reasonable attorney's fees, which cost, interest, collection cost and attorneys' fees shall be secured by a lien upon the Lot which received the benefit of such maintenance. Said lien may be perfected by the recording of same among the Public Records of Brevard County, Florida, and may be foreclosed in the same manner as a mortgage, at the option of the holder thereof. However, any such lien shall be and is hereby declared to be subordinate to any then existing mortgage or mortgages encumbering the Lot against which the lien is asserted. This section does not apply to Developer owned lots.

4. REVIEW AND MAINTENANCE COMMITTEE

There shall exist a Review and Maintenance Committee (hereinafter referred to as the "Review Committee"), which membership shall initially consist of the Developer and its two designees. The Review Committee shall have jurisdiction over, and the right to review and approve or disapprove all construction and improvements on the properties or any portion thereof during the initial construction of the improvements on the Lots. Upon turnover of the Homeowner's Association by the Developer to the members, the Association will have the authority to appoint the Review Committee which shall be comprised of three (3) Lot Owners. The Review Committee may designate a representative, including a contracted professional, such as an architect, engineer, or planner, to act for it, which representative need not be a member of the Review Committee or a Lot owner. The designation of said representative shall be in writing and signed on behalf of the Review Committee by all of its members. In the event of death, resignation or sale of any Unit by any member of the Review Committee, the Homeowner's Association shall have full authority to designate a successor. There shall be a Review Fee due for plan review and enforcement during construction. Said fee shall not be greater than \$250.00 through the year 2006, and shall be payable to the Developer. The fee may be adjusted thereafter by the Review Committee. The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder. This approval may include colors, materials, and landscaping options offered to the public. This approval is only aesthetic in nature and shall in no way imply that the builder may ignore or violate the covenants and restrictions set forth.

5. CONSTRUCTION REVIEW

The Review Committee shall have the right, although not the obligation, to review the plans for the initial construction of all dwellings, structures or landscaping of any kind on any Lot or in any part of the Subdivision. At least thirty (30) days prior to construction, the Lot Owner shall submit to the Review Committee a copy of the plans for the home and Lot landscaping. No improvements shall be commenced, erected or altered until the plans, specifications and location therefore and thereof shall have been first submitted to and approved in writing by the Review Committee. The plans, specifications and location of all contemplated construction and every alteration of any dwelling, building or structure shall be in accordance with all applicable codes

and ordinances of Brevard County, Florida, in effect at the time of such proposed construction or alteration. However, the approval or disapproval of plans, specifications and location by the Review Committee may be based on any reasonable grounds, including purely aesthetic reasons, which, in the discretion of the Review Committee, shall be deemed sufficient.

In the event the Review Committee does not approve or reject the sketches submitted by the Lot owner within thirty (30) days of receipt of the same, the sketches shall be deemed to be approved by the Review Committee. Violations of this provision shall carry a fine as set from time to time by the Homeowners' Association, but shall not be less than \$100.00 per day per violation.

Date of submittals to the Review Committee of required material for review must be evidenced by a written instrument signed by a member of the Review Committee or its duly designated representative, acknowledging receipt of such submittals, and noting the date and time of such receipt. All approvals by the Review 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 the Declaration, must be in writing or initialed by a member of the Review Committee or its dully designated representative.

6. BUILDING DESIGN AND SPECIFICATIONS.

a) Single-family residences and utility buildings shall have roofs of dimensional asphalt shingle (with a grade weight of no less than 240 pounds), wood shingle, tile, or clay tile, or other material approved for architectural reasons, or fiberglass shingles of architectural grades.

b) Single-family residences shall have exterior walls of masonry, concrete, brick, stucco, stone or approved wood (including hardboard) siding, architectural siding, and shall be painted or stained. All colors shall be subject to approval of the Review Committee. Roofs shall be of "hip", or "gable", design. Variations of this requirement may be permitted at the discretion of the Review Committee. A Lot Owner shall have the right to architecturally conform the garage or utility building to the design of the single-family residence to which the intended construction is appurtenant; provided, however, that in every event of residential construction, there shall be constructed concurrently therewith an enclosed garage with a capacity for no less than two automobiles. All garage doors shall be fiberglass, wood or approved steel and shall have electronic openers.

(c) The use of tin or iron shall be specifically prohibited for fascia or siding on any structure.

(d) No dwelling or improvements erected in the Subdivision shall exceed two stories in height. No exposed concrete block shall be visible above grade. All exterior brick or stone facings shall be to grade. All driveways must be constructed of concrete or locking pavers per design approved by Review Committee.

(e) Mailboxes and streetlights must be of a standard design approved by the Review Committee.

(f) No dwelling being constructed or reconstructed on any Lot may contain floor living area of less than **2,000** square feet and, in the event of two-story construction, the living area of the ground floor shall contain no less than **1,000** square feet. This reference to square footage shall be inclusive of garages, unglazed porches, screen patios, loggias and non air-conditioned spaces.

(g) No construction of a single-family residence, garage or utility building shall be commenced without a landscape plan having been submitted to the Review Committee. Landscape and associated plans shall include irrigation of sodded and planted areas and the use of Floratam sod (front yard) and Bahia (back and sides). Any cleared area shall be either planted and mulched or sodded. Landscaping shall include at least eight (8) trees of eight-foot (8') height each, distributed upon the entire Lot. Only half, meaning no more than four (4) of the trees may be palms. Building elevations visible from the street shall be complemented by an acceptable planting of shrubbery (See Paragraph 3 regarding expenditures for landscaping). Air conditioners, pumps, swimming pool pumps, water treatment devices, and all other like fixtures shall be screened by approved fences or plantings.

7. FENCES.

A Brevard County permit is required in all cases. No wall (other than dwelling walls) or fence shall be constructed to a height of more than six feet (6') above ground level of adjoining Lots. No wall or fence of any height shall be constructed on any Lot until the height, type, design, construction material and approximate location thereof shall have been approved in writing by the Review Committee. Chain link fencing is not permitted beyond the front and rear building lines. Chain link fences are permitted in the side yards so long as the fencing is coated with green vinyl, or other treatment approved by the Review Committee. No wall or fence shall be erected or placed within the front setback areas of any Lot unless the wall or fence is ornamental and a desirable feature and in no event will impair the general scheme or theme of the Subdivision.

8. COMPLETION OF DWELLING CONSTRUCTION.

Construction must begin within twelve (12) months of closing on any lot. A fee of \$100 per day will be assessed to the Lot Owner and due the Homeowners Association for each day that exceeds the twelve (12) month time limit. Any dwelling for which approval has been obtained from the Review Committee and the construction thereof commenced must be completed no later than nine (9) months from and after date of commencement of initial construction. In the absence of agreement between the Lot owner and the Review Committee as to the date of commencement of construction, the date of the issuance of the building permit or the date of the filing of the Notice of Commencement, if timely filed, whichever occurs later, shall be deemed the date of commencement of initial construction. In the event that the Lot Owner is unable to complete construction to the extent that the dwelling will be eligible for the issuance of a Certificate of Occupancy or its equivalent by the Brevard County Building Department, the Lot Owner must obtain written consent from the Review Committee for good cause shown by the Lot Owner for an extension of time for complying with the requirements of this Paragraph. Failing such grant of extension by the Review Committee, the Lot Owner must complete construction within thirty (30) days after written notification by the Review Committee that no further extension will be granted to the Lot Owner or within the initial nine (9) month construction period, whichever concludes last; and failing such completion, the construction will

be deemed abandoned and the Review Committee is granted the right and authority to enter upon the Lot or authorize the entry thereon by such agents, servants, independent contractors and employees as, in the discretion of the Review Committee, are necessary to accomplish the completion of construction or the removal of the partial construction. In the performance of such responsibility and upon completion thereof, the Review Committee shall be entitled to recover the costs and expenses incurred by it, including attorney's fees and other incidental costs and may collect the same from the Lot Owners or enforce its rights to impose a lien in the same manner as otherwise provided and granted to the Review Committee in Paragraph 3 of this Declaration. In the Performance of the foregoing and the entry upon the property of the Lot Owner, whether under this Paragraph or under the provisions of Paragraph 3 or any other provision of this Declaration, the Review Committee will be deemed to be acting on behalf of the Lot owner and as the Lot Owner's agent and so long as the Review Committee acts in good faith and without malice, the actions of the Review Committee will be deemed to be privileged, authorized and taken on behalf of the Lot Owner. The Lot Owner will indemnify and save harmless the Review Committee, servants, employees, independent contractors as may be utilized by the Developer or the Review Committee in fulfilling its obligations or allegations, including, any attorney's fees incurred as a result thereof, brought by the Lot Owner or any third party on behalf of the Lot owner or claiming by, through or under the Lot Owner or in any way resulting from the work undertaken pursuant to the terms of this Declaration. This section does not apply to institutional lenders, which acquire title to Lots through the foreclosure process.

9. HOMEOWNER'S ASSOCIATION.

Articles of Incorporation of (hereinafter referred to as the "Association"), has been filed and accepted by the Secretary of State for the State of Florida. The Developer shall control the Association until such time as either of the following occurs, ("Turnover"):

- (a) The Developer is no longer the owner of any Lot or portion of the Subdivision; or
- (b) The Developer, in his sole discretion decides to Turnover the Association to the members.

The Association shall be, responsible for maintenance of all common areas, private easements, retention ponds, appurtenant structures, the posting of any governmentally required bonds for improvements (such as sidewalk bonds and street maintenance bonds during the first years of the operation of the association) and the exercise of any rights granted to it by this Declaration or by the Developer. Every owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from any Lot. The total number of members for the Association shall be equal to the number of Lot Owners in the subdivision.

10. MAINTENANCE ASSESSMENT.

(a) General

The Subdivision contains as part thereof, landscaped parcels, retention ponds, and drainage easements. Lot Owners shall be responsible for maintaining such areas and their facilities as may be located on their respective Lot for the benefit of each and every Lot in the Subdivision.

(b) Creation of the Lien and Personal Obligation of Assessments.

An annual assessment charge will be imposed against each Lot, prorated payment of which shall be due upon closing on the purchase of a Lot from the Developer and shall be due on January 1st of each succeeding year and shall be paid to the Homeowner's Association. The assessment does not apply to Developer owned Lots. The initial annual fee will be \$300.00 for each Lot. Each purchaser of a Lot shall also be charged an initial, one-time Association Service fee of \$300.00 at Closing.

(c) Maximum Annual Assessment.

Until one (1) year from and after the date of conveyance of the first Lot in the Subdivision to an owner other than the Developer, the maximum annual assessment shall be \$450.00. Thereafter, the annual assessment, in the discretion of the Association, shall be increased or decreased to reasonably meet the financial obligation necessary to comply with the requirements of the following subparagraph.

(d) Purpose of Assessment.

The assessment contemplated by this Paragraph shall be used exclusively to maintain in good condition the private roadways, common landscaping, irrigation system of the entranceway, signs, structures, lighting. Maintenance and / or performance bonds posted with the applicable authorities and any other common areas of the Subdivision, for the expenses of performing the obligations imposed by these Restrictions, and for any other reason deemed necessary. Any funds expended for such purposes shall be evidenced by paid bills and invoices specifying the work done and the unit cost for such work and such bills, and invoices shall be available for examination by any Lot Owner who is current in the payment of the obligation provided for hereunder.

(e) Special Assessments.

In addition to the assessments authorized above, the Association may levy in any assessment year, Special Assessments 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, to, or on the Common Elements, including fixtures and personal property related thereto; provided that any such Assessment first be approved by the Members by an affirmative vote of two-thirds (2/3) of the Members, at a special or regular meeting, duly called for this purpose. Written notice of any meeting of Members of the Association called to consider a Special Assessment shall be sent to all Members not less than fourteen (14) days in advance of such meeting.

(f) Assessments for Emergencies.

Assessments for emergencies which, due to a time factor, cannot be paid from the annual Assessments for Common Expenses shall be made only upon an affirmative vote of all of the Board of Directors of the Association. Assessments for emergencies do not need Lot owner approval.

(g) Budget.

On or before December 1st of each year, the Board of Directors of the Association shall determine and approve an annual budget in advance for the next calendar year and shall mail the

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same to the Lot owners on or before said date. The budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes and insurance for vandalism, and malicious mischief, and public liability insurance for the Common Property, current expenses for operations, maintenance expenses, repairs and utilities, reserves for deferred maintenance, (i.e., maintenance items that occur less frequently than annually), reserves for replacement (i.e., repairs or replacement required because of damage, depreciation or obsolescence, reserves, if any, for capital improvements and such other items which in the discretion of the Board of Directors shall be included and separately stated in such budget.

(h) Lien.

The annual assessment shall accrue interest at the highest legal rate from and after fifteen (15) days of its respective payment due date and together with such interest, cost and reasonable attorney's fees, shall be a charge on the Lot and a continuing lien upon such Lot against which such assessment is made. A Notice of Lien may be placed on the Public Records of Brevard County, Florida, at any time after thirty (30) days has elapsed from the payment due date. The aggregate of any delinquent assessment or assessments, together with interest, attorney fees and costs, shall also be the personal obligation of the person or other entity who was the owner of such Lot at the time the assessment or assessments fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor, and the lien contemplated by this subparagraph shall be subordinate to any mortgage or mortgages that may encumber the Lot at the time of recording of the Notice of Lien.

(i) Uniform Assessment.

The assessment provided for herein, or an increase or decrease thereof, shall be fixed at a uniform rate for all Lots affected thereby and will be collected on an annual basis as above provided

(j) Effect of Non-Payment.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment of the unpaid assessments without waiving any claim of lien. The Association shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing and collecting the lien. When any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive from the Association, a Satisfaction of such lien in recordable form. No Lot owner may waive or otherwise avoid liability for the assessment provided for herein.

(k) Assessments and Notification.

After the adoption of the budget by the Board of Directors of the Association, and determination of the annual assessment, the Association shall assess such sum by promptly notifying all owners by personally delivering or mailing notice thereof to the voting Member representing each Lot at the Member's most recent address as shown by the books and records of the Association. It is the responsibility of each Lot Owner to provide the Association with the Owner's current mailing address.

11. NUISANCES, WASTE AND MISCELLANEOUS PROVISIONS.**(a) Clotheslines and Solar Heaters.**

Clothes lines shall not be permitted in the front yard or side yards. No outdoor clothes drying areas shall be allowed on a Lot unless they are specifically enclosed. No roof-mounted solar heaters shall be permitted on that portion of the roof facing the front Lot line unless approved by the Review Committee; however, nothing herein above shall be interpreted so as to prohibit the installation of energy devices utilizing renewable resources.

(b) Vehicles.

Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any business or delivery trucks or vans, tractor, tractor-trailer, semi-truck, trailer, all-terrain vehicle (ATV), or other transportation device of any kind, unless approved by the Review Committee. No Unit Owner or Tenant shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. In addition, the Association shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on a Lot or the Common Property.

(c) Water/Irrigation.

Wells for the production of water to be used for irrigation shall only be permitted to be installed or used on any Lot if a water treatment system is in place to prevent the staining of buildings, sidewalks and driveways. In the event reclaimed water is available, an owner must use reclaimed water for irrigation.

(d) Garbage.

Garbage or rubbish shall not be dumped or allowed to remain on any Lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the residence for collection on the day of and immediately prior to the time of scheduled collection in accordance with the regulations of the collecting agency. At all other times, such receptacles shall be placed on the Lot so as not to be visible from the street right-of-way or from the property of adjoining Lot Owners.

(e) Tree Removal.

In the event that the Lot Owner seeks to remove trees having a diameter in excess of six inches (6"), that Lot Owner shall submit plans to the Review Committee. It shall be the prerogative of the Review Committee to require any removal techniques so as to minimize the destruction of trees.

(f) Swimming Pools.

Only in-ground swimming pools may be constructed or erected on any Lot, provided they are situated in the rear yard only and, provided further, that no portion of any such pool or its appurtenances, including its fence, shall be closer to the rear or side lot lines than the minimum distances respectively permitted by law, and as otherwise provided in Paragraph 13. Any pool constructed on a lot which abuts the adjacent golf course shall be completely enclosed by a screen structure which has been approved by the Review Committee.

(g) Business/Trade.

No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot, within the dwelling or improvements thereon, nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except portable toilets used during construction.

(h) Satellite Dishes/Antennas.

No satellite receiving dishes, radio or television aerial antenna or any other exterior electronic equipment or device of any kind, in excess of twenty-four (24) inches, shall be installed or maintained on any Lot or the exterior of any structure located on a Lot without the permission of the Review Committee.

(i) Signs.

No signs of any kind, except those placed by the Developer shall be displayed to the public view on any portion of the Subdivision except one sign of not more than two (2) square feet identifying the Lot owner and address, one sign of not more than four (4) square feet advertising a Lot or Lots for sale or rent, or signs used by a builder to advertise Lots for sale or rent during the construction and sales period. Any sign utilized in connection with the foregoing will be professionally prepared and may be located only on the Lot to which the sign refers.

(j) Pets.

No husbandry of either animals or fowls shall be conducted or maintained on any Lot or any portion of a Lot. Domestic pets such as dogs and cats shall be excluded from this restriction, but pets will not be permitted to run unattended or without a leash in the Subdivision except within the confines of the Lot owned or leased by the owner of such pets. Domestic pets may not become a nuisance to other owners of Lots in the Subdivision by permitting such pets to generate noise, smell or waste material offensive to other Lot owners or in violation of law. Each Owner is responsible for animal waste removal. The Association shall have the authority to impose reasonable fines against any owner that violates the requirements of this section.

(k) Boats/Mobile Homes.

Boats, recreational vehicles, trailers, motor homes, camping trailers, and all commercial vehicles must be parked upon a paved parking space located behind the front building line and must be fenced or otherwise screened from the front of the home. The parking place and the fencing or screening must be approved by the Review Committee. Visitors for periods of less than seven (7) days are excluded. No parking of vehicles shall be allowed in the rear yard of any home which abuts the adjacent golf course.

(l) Air Conditioning Units.

No air-conditioning units shall be installed on the front of any building (or the side of a building which faces a street), unless previously approved in writing by the Review Committee. Air-conditioning units may be installed at the side or back of the residence, provided they are at least three and one-half feet (3 ½') from the closest property line. Each unit must be adequately and ornamentally screened so as not to be visible from any street.

(n) Utility Lines.

All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power & Light through underground primary service lines running to transformers.

(o) Mailboxes.

All mailboxes shall be permanent in nature and constructed to match the exterior finish of the home.

(o) Lease/Rentals.

In order to enforce the provision that all persons who are present in the Subdivision must comply with this Declaration, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

The Leased Premises are part of a Subdivision. All persons occupying property in EAGLE POINTE Subdivision are required to observe the Declaration of Covenants and Restrictions of the EAGLE POINTE Subdivision. Copies of all Declarations, Covenants and Restrictions are to be obtained from the Landlord or the Public Records of Brevard County, Florida.

In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement. No lease of any lot shall be for a term of less than one (1) year and no lease shall be permitted for only a portion of any home or residence in the subdivision (no room leasing is allowed).

12. VIOLATIONS AND ENFORCEMENT.

Violations of any covenant or restriction contained in this Declaration may be remedied by the Developer, the Review Committee or any Lot Owner and the expense 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. In the event that the Developer or Review Committee has expended funds in connection with curing such violation, then and in such event, the funds so expended shall become a lien upon said Lot or Lots. Enforcement shall be by proceeding at law or in equity, brought by the Developer, the Review Committee and / or the Homeowners' Association against any person or persons violating or attempting to violate any covenants or restrictions contained in this Declaration either to restrain violation or to recover damages, or both. In the event that the Developer, Review Committee and /or Association is obliged to engage counsel in connection with its enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, the prevailing party will be entitled and authorized to recover its reasonable attorneys' fees and costs from the Lot Owner in such proceedings.

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The Review Committee or Homeowner's Association may, in its discretion and at Lot Owner's expense, file and prosecute a suit for declaratory judgment in order to obtain a judicial determination that the contemplated action by the Review Committee pursuant to this Paragraph, or Paragraph 8, or any provision of this Declaration, is permitted by the terms hereof and is otherwise lawful.

13. SETBACK LINES.

The front of any dwelling constructed on any Lot shall be located no closer than twenty feet (20') from the front lot line. Rear setbacks shall be twenty feet (20') from the rear lot line. The maximum building coverage shall be no greater than 40% of the area of the Lot, unless approved in writing by the County and the Review Committee. However, the Review Committee reserves the right to impose greater or other setback requirements as may be justified by Lot configuration or site utilization in the course of its review pursuant to the provisions of Paragraph 5.

14. MAINTENANCE OF SUBDIVISION IMPROVEMENTS.

All construction undertaken in the Subdivision by Lot Owners, their contractors or other agents or servants, shall be performed in a manner not to interfere with, modify or otherwise adversely affect the Subdivision improvements; described in the plat thereof, or otherwise installed by the Developer. Any such interference, modification or adverse effect, if found to have occurred in the opinion of the Public Works Department, Brevard County, Florida, or its designee, shall be immediately corrected upon written notification by the Developer, the Review Committee and / or the Homeowner's Association, directed to the Lot Owner responsible therefore or for or by whom the work in question has been performed, and such corrective work will immediately thereafter be undertaken and completed at the expense of such Lot Owner.

15. AMENDMENTS.

The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the Subdivision and each Lot therein contained, may be waived, amended, or abandoned and terminated, as to the Subdivision or any portion thereof, in accordance with the following procedure:

A. Until the closing of the first conveyance of a Lot by Developer to an owner other than Developer ("Amendment Date") any amendments may be made by Developer alone, which said amendment shall be signed by Developer and need not be joined by any other party. Additionally, the Developer shall have the right, at any time, to add additional contiguous lands to the Subdivision and to provide for said additional lands to be subject to terms, conditions and covenants of this Declaration. An amendment adding additional land shall contain the description of the lands being added and shall be signed by Developer and need not be joined by any other party.

B. After the Amendment Date, this Declaration may be amended only by the consent of the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision or upon a vote of 100% of the Directors of the Association. The aforementioned consents shall be in writing and affixed to the amendment to this Declaration.

C. Notwithstanding the forgoing, no waiver, amendment, or abandonment and termination of the Declaration shall affect the Lots then owned by the Developer without the joinder therein and the approval by the Developer until such time as the Developer has conveyed title to all of the Lots owned by the Developer and for a period of thirty-six (36) months thereafter.

D. Notwithstanding sub-section B above, no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, Developer or of any Institutional Mortgagee under this Declaration without the specific written approval of the Owner, Developer or Institutional Mortgagee affected thereby.

E. Notwithstanding the foregoing, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided that such amendment does not materially adversely affect an owner's property rights or Institutional Mortgagee's lien rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Owner, the Association and all Institutional Mortgagees as soon after recording thereof amongst the Public Records of Brevard County, Florida as is practicable.

F. An amendment to this Declaration shall become effective upon its execution and recordation amongst the Public Records of Brevard County, Florida.

16. LIMITATION OF LIABILITY.

Nothing herein contained shall serve to impose any duty upon the Developer or the Review Committee which would subject the Developer or the members of the Review Committee, jointly or severally, to any liability to third parties for the failure, in whole or in part, of the Developer or the Review Committee to enforce any or all of the covenants contained in this Declaration.

17. WAIVER OF MINOR VIOLATION.

Where a violation of this Declaration exists and is of such a nature so that in the opinion of the Review Committee or the Homeowner's Association the existence of such violation does not result in an economic hardship to, adversely affect the property values of, or substantially interfere with the property rights of, other owners in the Subdivision, the Review Committee shall have the right at any time after proper request is made therefore by the party responsible for such violation or the owner upon whose Lot the violation is found, to release such Lot or portion thereof from the obligation to cure such violation.

18. EASEMENTS.

Easements, in favor of the Developer, the Association, appropriate utility service companies, governmental authorities and agencies for installation and maintenance of utilities and drainage facilities are hereby established and shall be as recorded on the Plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed that may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easement or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and improvements thereon shall be maintained

continuously as provided by Paragraph 3, except for those improvements for which a public utility or authority is responsible.

19. ENTRANCES.

The Developer does not intend to install a gated entrance to the Subdivision.

20. INSURANCE AND TAXES.

Each Owner shall be responsible for obtaining its own adequate insurance for its Lot and Improvements (including structures). Each Lot Owner shall be responsible for the payment of any taxes assessed against the Owner's Lot and /or Structures. The Homeowner's Association shall be responsible for insuring the Common Areas and for the payment of taxes assessed against the Common Areas.

21. NOTICE OF SALE.

In the event of sale of a Lot and / or Structure, the existing Lot owner shall, at least five (5) days prior to Closing, shall notify the Homeowner's Association, in writing, of the name, address and phone number of the Purchaser(s). The Homeowner's Association shall have the right to collect any unpaid assessments, liens and or other charges due at a Closing of a sale of a Lot and / or Structure sold in the Plan.

22. INVALIDITY.

Invalidation of any one (1) of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

23. MARGINAL TITLES.

The marginal titles are for convenience and reference only.

24. GOVERNING LAW.

Nothing contained herein is intended-to conflict with applicable Florida Statutes.

25. EXTRAORDINARY RIGHT OF ENTRY.

Developer specifically reserves the right to enter upon the Lots and other portions of the Subdivision for purposes of developing the Subdivision and surrounding properties as a single-family residential community. Such right of entry includes, without limitation, the authority in the Developer, its employees, agents and general and independent contractors selected by Developer, to remove and add fill material, shape and contour, demuck and compact, remove trees and brush, landscape, locate and relocate utilities and maintain rights-of-way for trucks and equipment anywhere on, in or within the Subdivision and adjoining properties and until the completion of development of the Subdivision as determined in the sole discretion of the Developer. At such time that Developer has completed the work contemplated by this Paragraph to, for or upon any Lot, Developer will have recorded in the Public Records of Brevard County, Florida, a waiver and satisfaction of this Paragraph signifying and evidencing the completion of development as concerns only the Lot or Lots so affected.

26. **TEMPORARY EASEMENT FOR MAINTENANCE.** Each Lot Owner shall have a right to a temporary easement over the property of the adjoining Lot Owner in the Plan for the purpose of maintaining or improving their residence and the grounds thereon. This temporary easement shall allow the Lot Owner to cross the adjoining Lot Owner's properties in a manner so as to minimally disturb the property itself and the peaceful enjoyment of that Lot Owner, but will allow access for maintaining or improving the Lot. A Lot Owner wishing to avail itself of this temporary easement shall first notify the Board of the Association and the affected Lot Owner or Lot Owners at least two weeks prior to their intended use of the temporary easement. If, at the determination of the Homeowner's Association, the use of the temporary easement shall adversely affect the other Lot Owner or Lot Owners, then the Association, in its sole discretion, may require the Lot Owner seeking to use the temporary easement to post a bond or cash deposit which would guarantee the restoration of the affected Lot Owner's property back to its original condition. The Lot Owner utilizing the temporary easement shall be responsible for restoring any affected property back to its original condition.

27. **RESTRICTIONS RELATING TO THE "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM".**

a. Definitions. "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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge.

b. Duties of Association. The Homeowner's 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. 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.

c. Covenant for Maintenance Assessments for Association. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system. Such assessments shall 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.

d. Easement for Access and Drainage. 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.

e. Amendment. Any amendment to the Declaration of Covenants and Restrictions which alter any provision relating to 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.

f. Enforcement. 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 the Declaration of Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

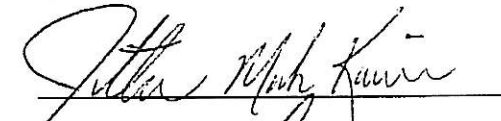
g. Swale Maintenance. The Developer has constructed a Drainage Swale upon many Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the owner(s) of the Lot(s) upon which the Drainage Swale is located.


28. MUCK NOTICE

Developer specifically discloses that based on the Brevard County Soil Survey Mappings and other information, deleterious organic soils (sometimes referred to as "MUCK") are known to exist, or have previously existed within many areas of the Plan. When encountered, remedial measures such as removal and replacement with clean fill may be necessary. Owners are specifically advised to perform test borings prior to construction in each building area so that Owner is familiar with the extent of the MUCK, if any, located on the Lot.


Dated this 13th day of March, 2006

ATTEST:





VERO-PITTSBURGH PARTNERS, LLC

By: 

F. Daniel Caste, Managing Member



STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared F. DANIEL CASTE, as Managing Member of VERO-PITTSBURGH PARTNERS, LLC, a Florida Limited Liability Company, on behalf of the company, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same under the authority duly vested in him by the company. He is personally known to me or has produced a PENNSYLVANIA DRIVER'S LICENSE as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of March, 2006.

Donna J. Hirschfield
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna J. Hirschfield, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 22, 2008
Member, Pennsylvania Association Of Notaries

MJE
JAC

This Instrument Prepared By:
Vero-Pittsburgh Partners, LLC
300 Weyman Plaza, Suite 210
Pittsburgh, PA 15236

JOINDER IN DECLARATION

WHEREAS, MICHAEL J. COLMAN AND FRANCES A. COLMAN, Husband and Wife (hereinafter collectively referred to as "Property Owners"), are the owners of that certain parcel of property known as Lot 2, Block A in the Eagle Pointe Subdivision as recorded in the Official Records of Brevard County in Plat Book 52, Page 37; and

WHEREAS, Vero Pittsburgh Partners, LLC, a Florida Limited Liability Company, seeks to file an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Pointe Subdivision; and

WHEREAS, Property Owners have agreed to join in the filing of the same.

NOW, THEREFORE, in consideration of the sum of \$1.00 paid to the Property Owners, the receipt of which is hereby acknowledged, the Property Owners do hereby join in the filing of the Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Eagle Pointe Subdivision as attached hereto. We have initialed each page of this Declaration to signify that it is the document in which we have joined.

IN WITNESS WHEREOF, the undersigned has executed this Joinder in Declaration on this 14th day of March, 2006.

WITNESS:

Haydel Todd
Haydel Todd

Michael J. Colman

Frances A. Colman

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ___ day of March, 2006 by Michael J. Colman and Frances A. Colman, Husband and Wife, who are personally known to me or who ___ produced Driver's licenses as identification.

[SEAL]

 **Ronald John Forte**
Commission # DD318081
Expires June 3, 2008
Bonded Troy Pain • Insurance, Inc. 800-365-7016

Ronald John Forte
Notary Public

JOINDER BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that S&T Bank, N.A., the owner and holder of the Mortgage recorded in Official Records Book _____, Page _____, of the Public Records of Brevard County, Florida (the "Mortgage"), encumbering the land which is the subject of the EAGLE POINTE SUBDIVISION Amended and Restated Declaration of Covenants and Restrictions (the "Restrictions"), by execution of this Joinder, consents to the recording of the Declaration and further consents and agrees that the lien of said Mortgage shall be subordinate to said Restrictions in all respects the same as if said Restrictions had been recorded prior to the Mortgage.

DATED this 14th day of March, 2006

In the presence of:

[Signature]
[Signature]

By: [Signature]

STATE OF PENNSYLVANIA
COUNTY OF ~~ALLEGHENY~~ Indiana

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared [Signature] as [Signature] President of S&T Bank, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he or she executed the same. He or she is personally known to me or has produced a driver's license as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of March, 2006.

[Signature]
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy J. McGary, Notary Public
Indiana Boro, Indiana County
My Commission Expires Aug. 22, 2006
Member, Pennsylvania Association of Notaries