



Meadow Cove

Declaration of Covenants and Restrictions

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made on the date hereinafter set forth by the property owners of Meadow Cove in a portion of Section 8, Township 27 South, Range 37 East, City of Melbourne, County of Brevard, State of Florida, and recorded in Plat Book 33 pages 84 and 85.

NOW, THEREFORE, the property owners hereby declare 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 inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Meadow Cove Homeowner's Association, Inc., a Florida Corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is 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 that certain real property hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property owned by the Association for the common use of the Owners herein below defined. The Common Area to be owned by the Association at the time of conveyance of the first lot is Tract A referenced on the Meadow Cove Plat.

Section 5. "Lot" shall mean and refer to those plots of land shown upon the recorded subdivision map of the properties with the exception of the Common Area, and shall specifically refer to the following:

Lots 1 through 180, inclusive, of Meadow Cove according to the Plat thereof as recorded in Plat Book 33, at Page 84,85, of the Public Records of Brevard County, Florida.

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 8	#Names: 2	
Trust: 4.50	Rec: 33.00	Serv: 0.00
Doc: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

ARTICLE II
PROPERTY RIGHTS



Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area, and said easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-laws of the Association.
- (b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.
- (c) The right of the Association to dedicate, sell or transfer all or any part of the Common Area, to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of Owners has been recorded.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Open Space to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses.

The Common Area, shall be restricted to the following uses:

- (a) The Common Area, Tract A, now and forever, shall be restricted hereby such that the tract shall be maintained as a retention area, with easements to the City of Melbourne so that in the event that said maintenance is not performed by the Homeowner's Association, the City will have the authority and right to enter said tracts and maintain said tracts and to lien each Owner for their share of said maintenance.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any Lot.



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ARTICLE IV

COVENANT FOR MAINTENANCE

The Association shall at all times maintain the Common Area in a presentable manner, which promotes the health and welfare of the Owners.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments or charges, (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 attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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 Assessments.

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of a lot to any Owner, the annual assessment shall be \$25 per year, to be paid annually.

(a) From and after January 1 of the year immediately following the conveyance of a lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of a Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessment for Capital Improvement.

In addition to the annual assessment authorized above, the Association, through its Board of Directors, 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Quorum for any Action Authorized under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members no 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 proxies entitled to cast a majority of all the votes 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 subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, i.e. one-third (1/3) of members who are voting in person or by proxy. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessments 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 Board of Directors shall establish the due dates. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution or responsible third party the responsibility for collection of assessments.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, may at its election, bring an action at law against the Owner personally obligated to pay the same and/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 abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and shall be subordinate to any mortgage held or guaranteed by the Veterans Administration, or Federal Housing Authority. The sale or transfer of any Lot shall not affect the



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assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No seller or transferee shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property.

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

ARTICLE VI

STAGE DEVELOPMENT AND ANNEXATION

Section 1. Annexation and Development.

This section was deleted from the original document as it pertained to the developer only and as such was moot five years from the original date of this document.

ARTICLE VII

LAND USE RESTRICTIONS

Section 1. Restrictions on Annexed Properties.

Deleted. Pertained to developer.

Section 2. Land Use and Building Type.

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a residential dwelling not to exceed two stories in height and a private garage for not more than three cars.

Section 3. Architectural Control.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line.

Section 4. Dwelling Size.

The floor area of the main structure exclusive of one-story open porches, breezeways, and garages shall not be less than 900 square feet for a one-story dwelling and no less than 900 square feet for a dwelling on one and one-half or two stories.



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Section 5. Building Location.

No building shall be located on any Lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior Lot nearer than 20 feet to the rear lot line. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall take precedent.

Section 6. Lot Area and Width.

No dwelling shall be erected, or placed on any Lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet, except that notwithstanding, such provisions as to minimum width and minimum square feet area a dwelling may be erected, or placed on any one entire Lot as shown on said recorded plat.

Section 7. Easement.

The City of Melbourne hereby reserves an easement for the installation and maintenance of utilities and drainage facilities on, in and over all utility and drainage easements as shown on the recorded plat of the subdivision.

Section 8. Nuisances.

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

Section 9. Temporary Structures.

No structure of a temporary character, basement, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time without the consent of the Architectural Committee.

Section 10. Signs.

No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than four square feet advertising the property for sale or rent.

Section 11. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil 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 12. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.



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Section 13. Garbage and Refuse Disposal.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Sight Distance at Intersections.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of any sightlines.

Section 15. Walls and Fences.

Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No walls or fence may be erected on any Lot in the subdivision higher than six (6) feet above the finished grade, and provided, however, that no wall or fence shall be erected or placed within the front setback lines of any Lot. The Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any Lot until after the height, type, design, and location thereof shall have been approved in writing by the said committee.

Section 16. Membership.

The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors of the Meadow Cove Homeowner's Association shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Board of Directors shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its power and duties.

Section 17. Procedure.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 18. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded,



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after which time said covenants shall be automatically extended for successive periods of ten years. 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. The committee shall have and is hereby given the right to grant minor exceptions to and to approve minor violations of these covenants and restrictions if such action shall not violate the intent and purpose of this instrument and there is substantial compliance with the general spirit of these covenants and restrictions.

Section 19. Enforcement.

The Association, 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 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.

Section 20. Severability.

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

Section 21. FHA/VA Approval.

Deleted. Pertained to developer.

Meadow Cove Homeowner's Association, Inc.

By: Robert M. Jay
Robert M. Jay Secretary MCHOA

The above document was acknowledged before me this 26th day of June, 2000
Robert M. Jay who produced FLDL J000-773-40-173-0 as identification



Kathleen Thorn Cano