

Return to:  
CITY OF ROCKLEDGE  
1600 HUNTINGTON LANE  
ROCKLEDGE, FL 32955-2660

Prepared by  
Gary Drahtman  
1994 Co. New Savex  
Melbourne, FL

*Redmond*  
Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Pgs. 25 # Names 2  
# Lots 130 Rec Fee 101.00  
Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
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DECLARATION OF COVENANTS AND RESTRICTIONS  
THREE MEADOWS CORPORATION  
PHASE III

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into this 22 day of November, 1992, by THREE MEADOWS CORPORATION, a Florida corporation, having its principal office in Brevard County, Florida ("Developer");

W I T N E S S E T H :

WHEREAS, The Developer holds fee simple title to all the lots shown on the Plat of THREE MEADOWS, PHASE III, according to said plat as recorded in Plat Book 38, at Page(s) 88 & 89, Public Records of Brevard County, Florida (hereinafter referred to in the aggregate as the "Subdivision" and in its several parts as "Lot" or "Lots"); and

WHEREAS, the Developer will convey, or otherwise utilize the Subdivision subject to certain 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 of Covenants and Restrictions (hereinafter the "Declaration"), for the mutual benefit and protection of the Developer and persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Subdivision;

NOW, THEREFORE, the Developer hereby declares that all of the Subdivision, or any part thereof, and any Lot or Lots, shall be held, sold and conveyed subject to this Declaration, and the covenants, conditions, easements, restrictions, reservations, liens and charges herein contained, 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 shall be binding upon all parties having or acquiring any right, title or

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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. DEFINITIONS. The following words shall have the meaning set forth whenever used herein:

A. "Assessment" shall mean and refer to the payments required to be paid to the Association by Owners for costs and expenses of operation, management, maintenance, repairs, replacements and improvements to the Common Areas and its property as herein specified.

B. "Association" shall mean and refer to the Three Meadows Phase III Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

C. "Board" shall mean and refer to the Board of Directors of the Association.

D. "Common Areas" shall mean for the purposes of this Declaration those areas specifically designated as "Common Areas" on the plat of Three Meadows, Phase III and those areas which are within the plat boundary but are neither part of the Lots nor part of the dedicated lands.

E. "Developer" shall mean and refer to Three Meadows Corporation, its successors or assigns.

F. "Three Meadows, Phase III" shall mean and refer to the platted Subdivision.

G. "Lot" shall mean and refer to any of the individual platted lots in the Subdivision.

H. "Owner" shall mean and refer to any person or entity who is the record owner of a fee simple title to any Lot.

I. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implements a system 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 Chapter 40C-4, 40C-40, or 40C-42, of the Florida Administrative Code.

2. DURATION OF RESTRICTIONS. This Declaration shall be binding on the Developer, and all persons claiming under the Developer until January 1, 2050, at which time the Declaration shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the then Owners of all of the Lots located in the Subdivision, it is agreed to change said Declaration in whole or in part.

3. INVALIDITY. Invalidation of any one of the provisions of the Declaration by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. CONTROL. For the purpose of ensuring the use and development of the Subdivision as a single-family residential area of high standards, the Association reserves the power to control, as herein specified, the use, buildings, structures and other improvements placed on each Lot and the Common Areas.

5. HOMEOWNERS' ASSOCIATION.

A. Establishment of Homeowners' Association:

There shall be established a homeowners' association, hereinafter sometimes referred to the "Association," composed of record owners of each Lot. The Association shall be the Three Meadows Phase III Homeowners' Association, Inc., a not-for-profit corporation, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the Common Areas and its property and perform other duties hereinafter provided for. The Association shall have all the powers and duties set forth in this Declaration, its Articles of Incorporation, its By-laws and as granted by the laws of the State of Florida to non-profit corporations.

B. Membership:

Every Owner of a Lot, including the Developer at all times as long as it owns Lots, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. At any meeting of members of the Association or at any meeting of Lot Owners, a member or a Lot Owner, including the Developer, will be entitled to a number of votes equivalent to the number of Lots owned by him.

C. The Association shall be governed by a Board of Directors consisting of at least three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of said Board of Directors or such lesser number as it may choose, as long as Developer owns Lots in the subdivision. All members of the Board of Directors after the Developer no longer owns 10% of the Lots in the subdivision, shall be elected by and shall serve at the pleasure of a majority vote of the general membership of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and the Association. Upon Developer transferring or conveying the last Lot which would cause the Developer to not own any lots in the subdivision, then, in that event, the Developer and its appointed Board members shall resign and the general membership shall elect a successor Board of Directors to administer and govern the Association in accordance with this Declaration, the Association's Articles of Incorporation and By-laws.

D. The Board of Directors of the Association shall adopt annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, insurance,

electricity, maintenance expenses, repairs, replacement reserve and reasonable operating reserve for the common property, in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary to the protection of Owners, including any areas that may be located on the dedicated right-of-way comprising the entrance to the Subdivision, and those planted areas not part of the platted Lots, where planting and landscaping exist for the aesthetical enhancement of the Subdivision, and those commonly maintained areas that are part of the Lots but over which exist drainage easements which the Association is responsible for maintaining. Each owner shall be liable for the payment to the Association of its share of common expenses, also known as the Assessment, as determined in said budget. Until revised by the Board of Directors, annual assessments shall be due and payable on January 1st of each year as follows: Retention Area lots - \$50.00; all other lots - \$25.00.

E. After adoption of a budget and determination of the annual Assessment per Lot, and after its approval by the member's meeting as per Article 6 herein, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Lot as such member's most recent address is shown by the books and records of the Association. The annual Assessment shall be due and payable in advance to the Association, January 1, annually regardless of whether or not members are sent notice thereof.

F. Special Assessments may be made by the Board of Directors of the Association from time to time to meet other needs or requirements of the Association in the operation and management of the Common Areas and its property, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

G. The liability for any Assessment or portion thereof may not be avoided by any Owner or waived by reason of such Owner's

waiver of the use and enjoyment of any of the Common Areas or by his abandonment of his Lot.

H. The Owners shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, made by the Association and for all costs of collection of delinquent Assessments. In the event Assessments against a Lot are not paid within sixty (60) days after their due date. There shall be a Twenty-five Dollar (\$25.00) late fee for each Assessment that is unpaid for more than ten (10) days after due date, to cover the extra administrative costs associated with collecting such late Assessments. In addition to the late fee, Assessments that are unpaid for more than thirty (30) days after due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid.

I. The Association shall have a lien on each Lot for any unpaid assessments, costs of collection, including attorneys' fees and interest thereon. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as it deems necessary to collect Assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if it deems it is in the best interests of the Association. The delinquent Owner shall pay all costs, including reasonable attorneys' fees, for collecting unpaid assessments, including filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose a lien for an Assessment, and to apply said Assessment and expenses of collection as credit for the foreclosed lien.

J. As to priority between the lien of a recorded mortgage and the lien for an Assessment, the lien for an Assessment is hereby

rendered subordinate and inferior to any recorded first mortgage, or mortgage in favor of the Developer, regardless when said Assessment was due, but not to any other mortgage. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

6. COVENANTS FOR ASSESSMENTS

A. MEMBERS' APPROVAL OF ANNUAL ASSESSMENT. Assessments set by the Board of Directors must be approved by simple majority of members of the Association present at the meeting called to approve such Assessments.

B. UNIFORM RATE OF ASSESSMENT. All regular and special Assessments shall be at a uniform rate for each Lot, except Retention Area front lots be uniformly assessed at a rate different from other lots.

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual Assessments, the Board 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, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of any meeting.

D. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The Assessments for which provisions are herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any Assessment shall be the date of commencement. The Assessment shall be payable in advance in annual installments, as determined by the Board.

E. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement, and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be sent to each Owner at his last known address upon request. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

F. EXEMPT PROPERTY. All property except that which is legally platted into individual Lots as per the recorded plat of Three Meadows, Phase III, shall be exempt from Assessments. Furthermore, all property owned by the Developer, in the ordinary course of business, including individually platted Lots, shall be exempt from Assessments.

7. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Areas, the Association may provide upon any Lot requiring same- when necessary in the opinion of the Board of Directors of the Association to preserve the beauty and quality of the neighborhood- maintenance, including but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

B. ASSESSMENT OF COST. The cost of such maintenance shall be assessed against the Lot(s) upon which such maintenance is performed. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the Assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance Assessments shall not be considered part of the



annual or special Assessments. Any exterior maintenance Assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for cost of collection, including reasonable attorney fees, as provided for the other Assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Article 5, subparagraph "J" hereof.

C. ACCESS AT REASONABLE HOURS. For the purpose of performing the maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, after giving a seven day notice in writing to the Owner, to enter upon any Lot or the exterior of any improvements thereon between the hours of 9:00 A.M. and 5:00 P.M. on any day and such entry shall not be deemed a trespass. In the event there is a serious health hazard, the seven day notice requirement shall be waived.

#### 8. REVIEW COMMITTEE.

A. There shall be established a Review Committee ("Committee"), which shall have three (3) members. The initial members of the Committee shall be Clark F. Brown, Jr.; Donald L. Simms and Robert Stuhlmiller.

B. The Developer reserves the right to change the members of the Committee from time to time. The evidence of such change shall be confirmed when a statement of such change is filed in the Public Records of Brevard County, Florida, and the substitute members so designated shall be vested with all of the powers, rights and authority of the original Committee members.

C. The Committee may designate a representative to act for it, which representative need not be a member of the Committee or an Owner and may be natural or artificial. The designation of said representative shall be in writing and signed on behalf of the Committee by all of its members. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. None of the

members shall be entitled to any compensation for services rendered pursuant to this Declaration.

D. At the time that the Developer does not own any of the Lots or the Committee has ceased to function or after January 1, 2000, whichever occurs earlier, all privileges, powers, rights and authority of the Committee shall be vested in a committee selected by the then Owners of a majority of the Lots.

9. CONSTRUCTION REVIEW.

A. Whether or not provision therefor is specifically stated in any conveyance of a Lot, the Owners or occupants of each and every Lot by acceptance of title thereto, or by taking possession thereof, covenant and agree, for themselves, their heirs, administrators, personal representatives, successors or assigns, that no structure or improvement shall be placed on any Lot unless and until the plans and specifications therefor and plot plans thereof have been approved in writing by the Committee. Each such structure shall be placed on the Lot only in accordance with the plans and specifications submitted to and approved by the Committee, as herein provided.

B. Approval or disapproval of the plans, specifications and plot plans must be given within ten (10) days after written request therefor is delivered to the Committee. If the approval or disapproval is not given within that time, then such written approval shall not be required ; provided, however, that no single-family building, accessory building or structure shall be erected which violates any of the provisions of this Declaration.

10. SETBACK LINES. The setbacks will be as per City of Rockledge zoning specifications as may be changed from time to time. No structures shall be permitted to be constructed within ten (10) feet of any drainage easements as per the plat of the Subdivision without the express written consent of the Board of Directors of the Association and approval of the Review Committee.

11. SUBDIVISION OF LOTS:

A. No Lots, as shown on the Subdivision plat, shall be subdivided except that one or more Lots, or parts thereof, abutting

other Lot(s) may be joined or merged to increase the size of such abutting Lot(s), and such Lot(s) of increased size shall thereafter remain as one building site.

B. Developer does specifically reserve to itself the right to amend, alter, modify, delete, vacate, divide, combine or dedicate any of the Lot(s), or parts thereof, that it owns, without the consent of the Owners or the Association. Developer further reserves the right to amend the plat of the Subdivision or to replat any portion of the Subdivision so long as the Developer owns the lands of the amended or replatted plat. Every Owner recognizes, and agrees, that in the event Developer amends the plat of the Subdivision, replats, modifies, alters, deletes, vacates, divides, combines or dedicates any Lot(s), or portions thereof, that the number of Owners in the Subdivision may increase or decrease accordingly and that certain changes may occur in the Common Areas.

#### 12. BUILDING DESIGN AND SPECIFICATIONS:

A. NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement development, use occupancy and enjoyment of said Three Meadows as an architecturally harmonious, artistic and desirable residence district, Developer, for itself, its successors and assigns, hereby declares and stipulates that this Declaration shall constitute a covenant running with the land, and that this declaration shall be binding upon the undersigned and upon all persons deraining title or leasehold interests through the undersigned. These restrictions, during their lifetime shall be for the benefit of and limitation upon all present or future owners or lessees of the real property.

B. No dwelling, porch, veranda, garage, driveway, basement, swimming pool, docks, piers, piling, boathouses, sea walls or other structure shall be erected or maintained on any lot, nor shall any change, addition to or alteration therein affecting the outward

appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specification therefor showing the size, location, grade elevations, type, style or architecture, cost, use and material of construction thereof, the color scheme thereof, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by the Review Committee, and a true copy thereof permanently lodged with the Review Committee.

A. Residences shall have roofs of fiberglass shingles, asphalt shingles, wood shingles, cement tile, clay tile, or poured masonry or other materials approved by the Committee.

B. The use of aluminum, tin, or iron shall be specifically prohibited for siding on any structure, unless otherwise expressly approved by the Committee.

C. Each residence shall have an enclosed, two-car or larger garage. Carports shall not be permitted. All garage doors must be wood. Steel garage doors with raised panels to simulate a wood door are hereby permitted. Fiberglass, aluminum, or steel doors are not permitted, unless otherwise expressly approved by the Committee.

D. No false stone or simulated brick veneer shall be permitted on the exterior of any residence.

E. All driveways must be constructed of a concrete type material.

F. In-ground swimming pools may be constructed or erected on any Lot, provided no portion of any swimming pool or its appurtenances, including its fence, shall encroach upon the setback lines established in Article 10 hereof, or upon any other setback line established by law. The erection of above-ground swimming pools is specifically prohibited in Three Meadows subdivision.

G. Electrical connections to any structure built on a Lot shall be buried underground. Overhead electrical connections are expressly prohibited.

H. No residence which contains a floor area of less than twelve hundred (1,200) square feet of living area shall be erected on any Lot.

I. Each Owner shall be responsible for maintaining the drainage swale over the rear and sides of the Lot as per the plat of the Subdivision, including mowing and removal of debris that might affect the free flow of the storm water drainage system. In the event an Owner is duly noticed by the Association, or Governmental authority, of a violation of this provision, and shall fail to timely remove any debris or remedy any situation adversely affecting the storm water drainage system that may exist on that Owner's Lot, then the Association shall have the power and duty to remove such obstruction and to lien the Lot for any costs incurred in connection therewith, including a reasonable attorneys' fee that may be incurred for the collection or prosecution thereof.

J. Lots located in Block H and Block K, which are contiguous to the Retention Areas are allowed to pump Retention Area water for their individual lot irrigation systems.

13. REGULATIONS OF PARKING; MOTOR HOMES, BOATS, TRAILERS, ETC.  
No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers and in daily use as motor vehicles on the streets and highways of the State of Florida, and which do not exceed one-half (1/2) ton capacity are excepted herefrom provided that they shall not be parked overnight in the public right-of-way and they do not bear any commercial signage, insignias, or the like.

A. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the con-

struction, repair or maintenance of a house or houses in the immediate vicinity.

B. Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise, nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section shall be grounds for relief of any kind. The Association shall have the right to file and foreclose a lien on any lot owned by anyone in violation hereof, for collection of towing/removal expenses and costs of collection, including reasonable attorneys' fees.

C. TEMPORARY CONSTRUCTION TRAILER. Temporary construction trailers may be granted approval at the discretion of Developer. Time for use of the construction trailer shall be determined and at the sole discretion of the Developer, as directed by City Ordinance of the City of Rockledge.

14. SATELLITE RECEIVING DISHES: TRANSMITTERS AND ANTENNA.

A. The erection of satellite dishes, antennas, and transmitting towers is specifically prohibited in Three Meadows Subdivision, unless such erection is completely contained within a dwelling unit not visible from the exterior.

15. REGULATIONS OF FENCES AND WALLS.

No fence, hedge, wall or enclosure of any kind or for any

purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of the Review Committee shall have been first obtained, therefore, and then shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of:

A. Boundary and interior fences shall be permitted, but no fences within twenty-five (25) feet of any public roadway shall be erected without the approval as to location, configuration and material by the Committee. Chain-link or barbed wire fences are specifically and permanently prohibited in Three Meadows subdivision.

(1) "Split rail" and "log rail" fences are hereby granted approval, provided such "split rail" and "log rail" fences are not erected nearer to any street than above. All wood fences shall remain unpainted to ensure a uniform weathering color. No other style of fence is approved for Lots 16 through 30 in Block "H" and all lots in Block "K".

(2) Stockade and shadow box pattern with dog-eared-pickets of rough cypress or pine slats with pressure treated 4x4 poles and 2x4 spans, six feet in height to avoid appearance of broken elevations, is hereby granted approval. All wood fences shall remain unpainted to ensure a uniform weathering color. This fence is not permitted for Lots 16 through 30 in Block "H" and all lots in Block "K".

#### 16. DRAINAGE AND RETENTION AREA EASEMENTS

A. Drainage easements (private and public), and drainage Retention Area easements shall mean that area which is a part of the stormwater management system, and as identified as such on the plat of the Subdivision or subsequent amendments and replats.

B. Maintenance and Utilization of Retention area:

(1) The Association and the Developer shall be jointly and severally liable to the St. Johns River Water Management District and the City of Rockledge for maintaining the surface water and stormwater management System including all drainage easements and

drainage retention areas shown on the Plat of the Subdivision as well as on those properties described in Drainage and Retention Area Easement recorded in Official Records Book 3253, Page 3902 of the Public Records of Brevard County, Florida (hereinafter collectively referred to as "System"). Maintenance of the drainage and retention areas and the surface water and stormwater management System shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities to the standards and level of maintenance required from time to time by the St. Johns River Water Management District and the City of Rockledge for the proper and adequate drainage and retention of surface waters as permitted by the St. Johns River Water Management District. The Association and the Developer shall be responsible for such maintenance and operation and all costs and expenses thereof. 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 and the City of Rockledge. Although the Developer is obligated to maintain the System as above provided, it is understood that the primary responsibility of such maintenance belongs to the Association and should the Developer perform such maintenance, he will be reimbursed by the Association.

(2) Each Lot Owner agrees in the acceptance of title to a Lot that no obstruction, wall, fencing, or planting shall be placed in the area designated on the plat as "Drainage Retention Easement" that would obstruct, hinder or prevent the maintenance of the area within said area.

(3) Each Lot Owner acknowledges in acceptance of title to a Lot that the natural state of the Retention area including grading, cannot be altered or modified.

(4) No treated, polluted or chlorinated water shall be discharged by any Lot Owner directly into the Retention area.



(5) Any amendment to this Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

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

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

#### 17. NUISANCES AND WASTE.

A. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers. No laundry shall be hung for drying on Sundays or legal holidays. No laundry of any kind, or articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. In all instances, said portable clotheslines shall be screened from view of the adjoining lots and streets.

B. All rubbish and debris, combustible and non-combustible, and all garbage ~~shall be stored in containers~~ or stored and maintained in containers entirely within the garage. Additional regulations for the storage, maintenance and disposal of rubbish,

debris, leaves and garbage may, from time to time, be established by Developer or the Association.

C. No basketball hoops or backboards shall be located in the front yard or side yards. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level. No basketball hoops or backboards shall be attached to the dwelling or garage on the front or side elevations.

D. No animals, rabbits or poultry, of any kind, character or species or fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Developer and the Association reserve the right to adopt reasonable regulations concerning the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Three Meadows. Such household pets will not be kept, bred or maintained for any commercial purposes.

18. SIDEWALKS. It shall be a requirement that sidewalks, as approved by the City of Rockledge, County of Brevard, Florida, be installed and constructed as a part of each lot. Each lot owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the lot or at the time of construction of the residence dwelling, whichever time or event first occurs. If any violation of this section shall occur, then Developer or the Association shall have the right, without notice to the lot owner, to cause said sidewalk to be constructed at the sole cost and expense of the lot owner and the expenses shall include construction costs plus twenty (20) percent as and for contracting, supervision and other related costs.

19. SUBDIVISION IMPROVEMENTS. All construction undertaken in the Subdivision by 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 County Engineer, Brevard County,

Florida, or the City of Rockledge designees, shall be immediately corrected upon written notification by the Developer, or the Committee, to the Owner responsible therefor or for whom the work in question had been performed. Such corrective work will immediately thereafter be undertaken and completed at the expense of such Owner.

20. REMEDIES FOR VIOLATION. For a violation or a breach of any provisions of this Declaration by any person or entity, the Developer, the Association, any Owner, the City of Rockledge and the St. Johns River Water Management District, shall have the right to proceed at law or in equity, to compel compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to promptly enforce any provision of the Declaration shall not bar their enforcement.

21. AMENDMENT. This Declaration may be amended by a positive vote of at least 2/3 of the Owners, or their proxies, present at a meeting convened thereof by the Board of Directors of the Association by at least a 15-day advance notice to members. Any duly authorized amendment, properly executed by an officer of the Association, will be recorded in the Public Records of Brevard County, Florida. No common areas may be mortgaged or conveyed without consent of at least 2/3 of the Owners, or their proxies, present at a meeting called therefor by the Board of Directors of the Association by at least a 15-day advance notice to members.

22. LIABILITY FOR COMMON AREAS. Nothing contained herein shall be deemed to impose personal liability upon an Owner or the Developer for damages arising due to an incident upon the common area, or upon a lot owned by another owner.

A. Construction of Retention Areas- The Developer is constructing or has constructed two private retention areas on the Subject Property. The Developer has constructed Retention Areas, as an essential element of the Storm Water Management System for Three Meadows Phase III as required by the City of Rockledge and St. Johns Water Management District.

B. Owner. up of Retention Areas- Pursuant to the Plat filed of record with the County, each of the Retention Area Lots include fee simple title to a portion of the Retention Area.

C. Grant of License Upon Conveyance of Retention Area Lot - The Developer, pursuant to the provisions of this Declaration shall be deemed to have granted to each Owner of a Retention Area Lot along with the conveyance of each Retention Area Lot, a non-exclusive license to use all parts of the respective Retention Area to which the Owner's Retention Area Lot is contiguous for recreational purposes subject to the conditions, reservations and restrictions provided in this section.

D. Non-exclusive License - The license to use the Retention Areas hereby granted is a non-exclusive license and is limited to reasonable use of the Retention Area for recreation purposes by those Owners who now or hereafter regularly reside on the above-described Retention Area Lot, their families, invitees, and tenants. The license hereby granted to a Retention Area Owner is limited to the use of the Retention Area to which an Owner's Lot is contiguous.

E. Grant of License to Owners - The Developer has previously or will sell and convey the Retention Area Lots all of which abut and are contiguous to said Retention Area and grant similar licenses to all Owners of said parcels. The Developer does hereby reserve for itself, its successors and assigns and for the benefit of all of the Owners of said parcels to the right to use each of the entire Retention Area respectively according to the terms and conditions of this license. The Developer reserves the right to grant a similar license to use each of the entire Retention Areas subject to the terms and conditions set forth in this license to any person or persons to whom the Developer may convey any of said Lots which abut either of the Retention Areas respectively. To the extent that the Developer now has or hereafter acquires the right to use those parts of either of the Retention Areas nor or hereafter located on Lots

owned by other parties, and now has or hereafter acquires the right and power to extend or grant such right to use to others, this license to use shall extend to such parts of the Retention Areas now or hereafter located on real property owned by other parties.

F. Limitation on Use - Each Owner and any other persons and their guests entitled to use one of the Retention Areas under the terms of the license hereby granted shall not use such Retention Area or carry on any activity on such Retention Area that will detract from, impair or interfere in any way with the use or enjoyment (including aesthetic enjoyment) of such Retention Area by the Developer, the other Owners, their heirs or assigns, or any other person now or hereafter licensed to use such Retention Area, or that will detract from, impair or interfere in any way with the value, use or enjoyment (including aesthetic enjoyment) of any property that now or hereafter abuts such Retention Area. The Developer and/or the Association shall have the right to prohibit any use of such Retention Area, which, in the opinion of Developer and/or the Association, is in violation of the foregoing restriction.

G. Docks and Other Structures - No dock, walkway, ramp, wall, piling, float or other structure shall be erected, constructed, installed, maintained, altered, changed or relocated on, in or over the Retention Area, unless the ARC consents to such dock, walkway, ramp, piling, float or other structure, and unless in accordance with plans approved in writing by the ARC, and such structures are permitted by The City of Rockledge and the Saint Johns River Water Management District.

H. Chains, Cables - No cable, chain or other device that interferes with the free passage of boats on and across the Retention Areas shall be installed or maintained by any Owner.

I. Motors - No gasoline motors or other internal combustion engines of any nature whatsoever shall be used on the Retention Areas.

J. Dumping No dirt, sand, fill, debris, refuse, sewage, goods, chattels, chemicals or other materials shall be dumped, drained or deposited in or on the Retention Areas by any Owner or by any other person using the Retention Areas under the terms of the license hereby granted.

K. Commercial Activity - The Retention Areas shall not be used in any way for commercial purposes; provided, however, that the Developer may use the Retention Areas in promoting the sale and development of Lots on the Subject Property owned by the Developer; and, provided, that this restriction shall not prohibit the use of the Retention Areas in the entertainment of guests, who are also customers or clients of the Developer or any other persons entitled to use the Retention Areas.

L. Construction of Retention Area - Each Owner, his heirs and assigns, and any other persons who use the Retention Areas under the terms of the license hereby granted shall not interfere in any way with the work of Developer or its officers, employees, contractors and subcontractors, in the construction and development of the Retention Areas.

M. Exculpation from Liability and Responsibility for Maintenance Each Retention Area Lot Owner shall be responsible for maintenance of the entire Lot including the portion to the edge of the water. Said Retention Areas are an integral part of the Surface Water Management System for Three Meadows Phase III. They are private, not public. Said Retention Areas have not been and shall and will not be dedicated to or accepted or maintained by any governmental authority, including the City of Rockledge. It is contemplated that easements for the Surface Water Management System have heretofore been or shall hereafter be granted and conveyed. Following the Developer's conveyance of all lots in the subdivision, the Association and all lot owners shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance,

repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System within Three Meadows Phase III. Accordingly, each Owner of a Lot in Three Meadows Phase III, by the acceptance of a deed or other conveyance to his Lot, shall be deemed to have agreed that neither the Developer, the City of Rockledge, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and the Retention Areas and each such Owner of a Lot in Three Meadows Phase III shall be deemed to have further agreed that such lot owner and the Association will be jointly and severably liable for such maintenance and upkeep the Association, unless otherwise provided herein.

N. Exculpation from Liability and Responsibility for Damages

(a) Each Owner and his successors and assigns shall be responsible for the conduct of all persons who use the Areas under terms of the license hereby granted and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) The Developer shall not be responsible for any loss or damage to any Owner, his heirs or assigns, or any other person who uses the Retention Areas under the terms of this license due to any act or omission of any contractor or subcontractor employed by them, or either of them, for the construction and development, enlargement, or maintenance of the Retention Areas, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Retention Areas under any other license heretofore or hereafter granted by the Developer to use the Retention Areas, or due to any act of omission of any other person or persons using the Retention Areas without license or other authorization.

(c) Use of the Retention Areas by an Owner, his heirs or assigns, or any person who occupies the above-described property owned by the Owner or the guests of such person, shall be at the risk

of the user and the Developer shall not be responsible for any loss or damages to such user or any other person resulting from such use. Each Owner, by acceptance of this license, agrees for himself and his heirs and assigns to indemnify and save the Developer its successors and assigns harmless from any claim of loss or damages resulting from the use of the Retention Areas by an Owner, his heirs or assigns, such persons who occupy Owner's property, or the guests of such persons.

O. Enforcement - The foregoing terms, conditions, reservations and restrictions shall be enforced by the Association.

P. License Appurtenant to Retention Area Lots - The license herein granted shall be an appurtenance and shall not be separated from ownership of said Retention Area Lots. No Owner, his heirs and assigns shall convey or transfer this license, or otherwise transfer any rights under this license except in connection with the conveyance or lease of said Lot.

Q. Owner's Covenant - An Owner by the purchase of a Retention Area Lot accepts this license, agrees for himself and his heirs and assigns that the terms, reservations and restrictions set forth herein regarding use of the Retention Areas shall apply to the portion of the Retention Areas now or hereafter located on the Owner's respective Lot and that the terms, conditions, reservations, and restrictions set herein shall be binding upon the Owner and his heirs and assigns.

23. MAINTENANCE OF ENTRYWAY AND UTILITY EASEMENTS. The Association will maintain, at its expense, the landscaped entryway to the subdivision, including but not limited to the plantings, signs, structures, fixtures and any other improvements located thereon. The Developer will be responsible for the construction and permitting cost of the subdivision buffer wall. The Developer (until it sells all lots) or Association will maintain at the Association's expense those properties described in Utility Easement recorded in Official Records Book 3253, Page 3897 of the Public Records of Brevard County, Florida.

24. RESTRICTIONS

A. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all land in Three Meadows Phase III and shall be binding upon all persons





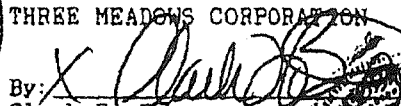

(whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Three Meadows Phase III, regardless of how or in what manner said interest is acquired.

B. No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

C. The invalidity of any restriction hereby imposed or of any provisions hereof or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

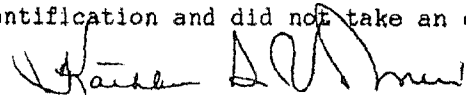
IN WITNESS WHEREOF, the Developer has executed the foregoing Declaration the day and year first above written at Brevard County, Florida.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

THREE MEADOWS CORPORATION  
By:   
\_\_\_\_\_  
Clark F. Brown, Jr.  
President  


STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November, 1992, by Clark F. Brown, Jr., President of THREE MEADOWS CORPORATION, a Florida Corporation, on behalf of the Corporation. He is personally known to me or has produced a valid Florida Driver's License as identification and did not take an oath.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

OFFICIAL NOTARY SEAL  
KATHLEEN S. VAN YBER  
NOTARY PUBLIC STATE OF FLORIDA  
My Commission Exp. AUG. 2, 1993