

PINE WALK MANOR SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Is made this 11th day of April 1991, by PINE WALK MANOR DEVELOPERS, INC., a Florida corporation (hereinafter
referred to as the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of the following described land located in Brevard County,
Florida, to-wit:

The East ½ of Lot 17, FLORIDA INDIAN RIVER LAND
COMPANY SUBDIVISION, of Section 29, Township 28 South,
Range 37 East, according to the Plat thereof, recorded in Plat Book 1,
Page 164, Public Records of Brevard County, Florida.

WHEREAS, Declarant intends to subdivide and sell the above-described property and therefore desires to restrict it in
accordance with a common plan designed to preserve the value and residential qualities of the land for the benefit of all future
owners to be enforced and maintained by an association of such owners:

NOW, THEREFORE, Declarant declares that the real property described above shall be permanently held, transferred,
encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions set forth below, expressly and
exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any
portion or portions of the real property; all of which covenants and restrictions shall run with the land in perpetuity.

ARTICLE I
DEFINITIONS

1. "ASSOCIATION" shall mean and refer to PINE WALK MANOR HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the PINE WALK MANOR SUBDIVISION in accordance with the Plat recorded in the Public Records of Brevard County.
3. "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners.
4. "Lot" shall mean and refer to any one of those twenty-six (26) platted lots as set forth on the recorded subdivision map.
5. "Developer" shall mean and refer to PINE WALK MANOR DEVELOPERS, INC., its successors and assigns.

ARTICLE II
COMMON AREA

1. **Ownership of Common Area.** Each owner shall be entitled to a one twenty-sixth (1/26th) interest in the Association and as such shall have the non-exclusive right to use and enjoy the Common Area owned by the Association. All Owners' rights to use and enjoy any and all parts of the Common Area shall be equal. No Owner shall rent, license or otherwise permit others to use the Common Area or any part thereof for a fee or any consideration. No Owner may request or require partition or division of the Common Area. The ownership interest in the Association shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the lot, and any agreement to the contrary shall be void.

2. **Common Area Expenses.** Each Owner, by acceptance of a deed for any lot, agrees to be liable for and to pay an equal share of all expenses incurred in connection with the Common Area. Payment of such expenses shall be in such amounts and at such times as determined by the By-Laws and Board of Directors of the Association. No Owner (other than the Developer) shall be exempt from payment of his or her share of the Common Area expenses. The Developer shall be liable for Common Area expenses only for Lots owned by the Developer on which homes have been constructed from the date the Certificate of Occupancy is issued.
3. **Liens for Non-payment.** The Association shall have a lien on Lot or Lots of any Owner who fails to pay all or part of an annual assessment, special assessment or fine assessed by the Association. Such amount shall bear interest at the highest rate allowable by law until paid. Such lien shall also secure a reasonable attorney's fee and all other costs incurred by the Association incident to the collection of such amounts, together with all sums advanced or paid by the Association for taxes and payment on accounts of superior mortgages, liens or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. The Association shall prepare a 'Claim of Lien' stating the description of the Lot, the name of the record Owner thereof, the amount due and the date when due; and it shall be recorded in the Public Records of Brevard County, Florida. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien shall be signed and acknowledged by an officer of the Association or by an authorized agent of the Association. Such liens may be foreclosed by a suit brought in the name of the Association. If, after commencement of any such foreclosure by the Association, the Owner or any one claiming through him shall remain in possession of the Lot, he shall be required to pay a reasonable rental for the Lot and improvements thereon, and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also bring an action to recover a money judgment for unpaid assessments or fines without waiving the lien securing the same. The Board of Directors may settle or compromise any personal action or any action to enforce or foreclose a lien as it may deem in the best interests of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien for assessments, fines, or both, and any interest thereon, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced. No Owner (other than the Developer as described in paragraph 2 above) may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment or non-use of his Lot.
4. **Surplus Funds.** Any surplus of funds collected, but unexpended, by the Association shall be added to a reserve fund for maintenance, repair and replacement of the Common Area or, at the sole discretion of the Association, shall be distributed equally by the Owners.
5. **Lien is Subordinate.** The lien of the Association provided for herein, shall be subordinate to the lien of any prior recorded mortgage. The lien shall also be appurtenant to the lot and shall not be affected by conveyance.

Purpose of Assessments. Assessments levied by the Association shall be only for the purpose of deferring expenses in connection with the maintenance, repair, improvement or replacement of the Common Area and improvements thereon, and for the maintenance of insurance coverages deemed necessary to the protection of the Common Area property and the Board of Directors and Officers of the Association.

Special Assessments for Capital Improvements. The Association may levy, in any year, a special assessment 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 and the financing of same related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Owners.

ARTICLE III **THE ASSOCIATION**

1. **Purpose of Association.** The Association shall be responsible for maintenance, repair, replacement, improvement, regulation and operation of the Common Area. The Association shall have all the powers and duties set forth in the Articles of Incorporation of the Association and in the By-Laws adopted by said Association. The Association is specifically authorized to enter into agreements for the implementation of its Common Area duties and shall have the power to create reasonable rules and regulations for the conduct of members, the regulation of Common Area, and preservation of property values. Such rules and regulations shall be enforceable by reasonable fines determined by the Board of Directors.

2. **Association Members.** Each Owner shall be a member of the Association. An Owner's membership shall automatically terminate when he or she ceases to own a Lot. Membership cannot be assigned or transferred in any manner except as an appurtenance to a Lot.
3. **Membership Voting.** Each Owner is entitled to one vote, for each lot owned, which vote is not divisible. When the Owner is more than one person, such persons shall declare in writing to the Association the person who shall be entitled to cast the vote pertaining to that Lot. The Developer is entitled to three (3) Votes for each Lot owned by it until the Developer owns fewer than three (3) Lots.

ARTICLE IV **ARCHITECTURE**

1. **Architectural Control.** All Owners by acceptance of a deed to a Lot or by taking possession thereof, covenant and agree that no building, wall, swimming pool, other structure affixed to the ground or other improvement which is affixed to the ground or other structure, or any landscaping or land clearing shall be commenced, erected, placed or maintained upon any Lot unless and until the plans, specifications and the site plan have been approved in writing by the Architectural Review Committee (ARC). The purpose of the ARC shall be to review all proposed structures and landscaping to insure compliance with this Declaration and to make a determination on behalf of the Association that such structure or landscaping will not adversely affect, in its sole discretion, any of the factors or considerations used by real estate appraisers in determining fair market value of any property affected by this Declaration. All plans and specifications submitted to the ARC shall show the nature, kind, shape, dimensions, color, materials and location of the structure or landscaping. Each such building, wall, swimming pool, other structure or landscaping shall be placed on the premises only in accordance with plans, specifications and site plan so approved. No alteration in the exterior appearance of any building or structure shall be made without like approval. Should ARC fail to approve or disapprove the plans and specifications submitted to it by the Owner of a Lot or Lots within thirty (30) days after written request therefore, then such approval shall not be required; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions contained herein. No landscaping plans will be approved by the ARC unless the value of the landscaping, exclusive of sod, is at least five Hundred and 00/100 Dollars (500.00). Only St. Augustine grasses and hybrids thereof may be planted.
2. **Architectural Review Committee.** The Developer shall constitute the ARC until at least twenty (20) Lots have been improved with single-family residence and Certificates of Occupancy have been issued for each. Developer shall have the right to permit the Owners to assume control of the ARC prior thereto at its sole option. Thereafter, the ARC shall be comprised of three (3) individual Owners to be elected at a duly called meeting of the Association.

ARTICLE V **RESTRICTIONS**

1. **Height.** No structure shall be erected, altered or placed on any Lot which exceeds two (2) stories in height and which does not have a private enclosed garage for not less than two (2) automobiles. The garage must be attached to the main residence or connected by a permanent covered walkway. All dwellings must face the street in front of the Lot.
2. **Set Back Restrictions.** The following setback restrictions shall apply to the property:
 - A. **Front Line** -- No structure or any part thereof shall be located closer to the front lot property line than thirty (30) feet.
 - B. **Side Line** -- No structure or any part thereof shall be located closer than ten (10) feet to either side property line thereof.
 - C. **Back Line** -- No structure or any part thereof shall be closer than twenty (20) feet to the rear property line.
 - D. **Variances** -- The ARC shall grant variances for setback restrictions where it deems it necessary to maintain the natural beauty of the subdivision or where adherence to the restrictions will result in hardship to the applicant. The ARC must also determine for any variance that, in its sole discretion, such a variance will not significantly affect any adjoining Lots and will not affect property values.

3. **Minimum Size of Residence.** No residence shall be erected on any Lot containing less than 1,400 square feet of actual living area. The method of determining the square foot living area of proposed buildings or structures shall be by multiplying the outside horizontal dimensions of the building or structure of each floor level. Garages, unglassed porches, patios and terraces shall not be taken into account in calculating the square footage.
4. **Fences, Walls and Hedges.** No wall, fence or hedge of any type or height shall be erected on any Lot without first obtaining the written approval of the ARC as to the type, size, location, color and materials to be used, and in no event shall any wall, fence or hedge be constructed or maintained with a height of more than six (6) feet nor shall any such structure exceeding three (3) feet in height extend beyond the front line of the home. No barbed wire fences shall be allowed anywhere.
5. **Exterior Covering.** There shall be no siding used on the exterior of buildings or structures without the approval of the ARC exterior body of any structure shall be pale in color and monochromatic. There will be no exposed block without the approval of the ARC. The exterior siding of all buildings or structures shall be constructed of wood, stucco, or brick. No materials simulating any of the permitted siding shall be allowed.
6. **Roofs.** Unless otherwise approved in advance by the ARC, all roofs (other than those over a porch or patio) shall be pitched and covered with tile, slate, cedar shake singles, fiberglass or asphalt shingles. All roofs shall have minimum pitch of 4:12.
7. **Nuisances.** Nothing shall be done on any Lot which may become or is a continuing or recurring annoyance or nuisance to other Owners. Controllable noises of any kind which are loud on any adjoining Lots shall be prohibited at all times. Garbage cans, fuel oil tanks, other storage tanks, swimming pool filters and the like shall be of the underground type of completely concealed by hedges, lattice work, screening or walls accepted by the ARC. They must be placed to the rear or side of the dwelling. No air-conditioning units, either central or wall units, shall be placed or located so as to be visible from any street. All Lots and structures thereon shall be maintained in a neat and sanitary state at all times and shall remain in a good state of repair and maintenance at all times. All lawns shall be regularly mowed and trimmed, and all dead vegetation shall be removed.
8. **Signs.** No sign of any kind shall be placed or maintained on any Lot or improvement thereon which is viewable from another Lot or any street except on the mailbox on which shall be permitted the name of the Owner or occupant and street or post office number. One "For Sale" sign may be displayed provided the same does not exceed four (4) square feet in size.
9. **Vehicles.** No trucks, vans, (except passenger vans), or commercial vehicles will be parked, kept, maintained or repaired on any Lot (except by visitors not staying overnight) unless kept in the garage at all times while on the Lot. All house trailers, mobile homes, boats and boat trailers or campers of any type, including but not limited to either the self-propelled or towed variety, shall be parked off the front driveway to the side or rear of the Lot and shall be screened from view from the street by fence or shrubs. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on any Lot. No vehicles shall be parked off a driveway or parked on the streets contiguous with any Lot at any time except as provided above. Visitors may park vehicles on such streets when their host's driveway is full but never overnight.
10. **Waste.** No Lots shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers underground, or located within a walled or fenced enclosure or screened with hedges and shrubs.
11. **Right of Way.** No Owner shall grant any easement or license of any sort for ingress or egress to any adjoining Owner without the express written permission of the ARC. No subdivision of any Lot shall be permitted.
12. **Floor Elevations.** Ground floor elevations of all principal structures shall be no less than eighteen (18) inches nor more than thirty-six (36) inches above the crown of the street upon which the Lot fronts.
13. **Sidewalks.** Each Owner shall be responsible for the completion of a sidewalk in the front part of his or her Lot. Prior to construction thereof, the Owner shall procure from the ARC the construction specifications. The location shall also be specified by the ARC. Each owner shall maintain the sidewalk in the front part of his or her Lot in good condition and shall promptly make all repairs necessary to maintain the entire sidewalk in a good and safe condition at all times.

14. **Mail Boxes.** All Owner shall, at their expense submit detailed plans for mailboxes to the ARC prior to any construction.
15. **Swimming Pools.** Above ground swimming pools with a side height of ground exceeding thirty (30) inches are not permitted. In cases where the area surrounding the pool is not fenced, the pool itself must be enclosed by a fence or other suitable enclosure. Prior to construction of said fence, approval of fence design shall be obtained from the ARC.
16. **Husbandry.** No husbandry shall be conducted or maintained on any Lot, provided that cats and dogs shall be permitted as long as they do not repeatedly annoy any other Owners.
17. **Mining.** No quarrying, digging, mining, or excavating, of holes, ditches or other openings of greater than one foot in depth and two foot in width without the permission of the ARC.
18. **Completion and Abandonment of Construction.** In the event work on a construction project of any sort ceases and remains so for a period of six (6) months, the Association may take possession of the site and complete the construction accordingly. In such event, the Owner hereby directs the Association to sell the Lot and building and recover its cost for performing the work. The Association also reserves the right to take possession of such uncompleted construction and destroy the work, landscaping the area and selling the property in order to recover its' costs holding any excess for the Owner.
19. **Commercial Uses.** No residential dwelling or any part thereof may be used for commercial purposes without consent of the Association (except builders may use a residential unit as a sales or model unit). The Association may allow certain professional and commercial uses in residential units after a request has been made and authority granted in writing.
20. **Clothes Line.** No clothing or any other fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles and provided such fence or other enclosure is in accordance with all other provisions hereof. In no event shall any such device be viewable from any street at any time. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.
21. **Antennas, Satellite Receivers and Solar Panels.** No ham radios shall operate in the Subdivision at any time. Solar panels or other similar energy collecting devices shall be located on roofs only and shall not be permitted on any portion of a roof which is viewable from the street in front of the residence. No satellite dishes with a diameter in excess of five (5) feet shall be permitted and all permitted dishes shall be screened from view from ground level anywhere off the Lot on which the dish is located.
22. **Air Conditioners, Pumps and Storage Sheds.** No storage buildings, utility sheds, greenhouse, and other similar structures shall be viewable from any street except required pump houses which shall be appropriately enclosed or concealed by shrubs and approved by the ARC and ~~air conditioning equipment~~, pumps and other similar machinery or equipment shall not be viewable from the street. No window or wall air conditioning units shall be permitted.
23. **Driveways.** All driveways shall be constructed entirely of concrete, brick or other approved surface. Each Owner shall install and operate a post light in his or her front yard in a style, color, height, brightness and location approved by the ARC.

ARTICLE VI **INSURANCE**

1. **Liability Insurance.** Each Owner shall maintain a policy of insurance providing umbrella liability coverage for personal injury occurring on or about his or her Lot. The coverage shall be in the minimum amount of \$100,000.00 per person.
2. **Fire and Extended Coverage Insurance.** All structure located on any Lot shall be insured at all times by a fire and extended coverage policy of insurance adequate to cover the full replacement cost of any repair or reconstruction work on all structure.

ARTICLE VII
MISCELLANEOUS PROVISIONS

1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations stated herein. The party bringing such action shall be entitled to reasonable attorney's fees. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any of the covenants or restrictions set forth herein.
2. **Invalidity.** The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence clause, phrase, word or other provisions of this declaration shall not affect the remaining portions thereof.
3. **Duration.** The covenants, restrictions and terms of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by any instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment hereto must be recorded in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of April 1991.

WITNESS:

PINE WALK MANOR DEVELOPERS, INC.

"Developer"

BY:

RONALD W. WELCH

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, appeared RONALD W. WELCH, the individual named in the forgoing instrument, who executed the said instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of April 1991.

Notary Public

My Commission Expires:

(Amendment)

Recorded in Official Record Book 7859 Page 2305, Public Records of Brevard County, Florida on 04/06/2017.

ARTICLE V is amended by adding the following provisions to the end of said Article.

ARTICLE V RESTRICTION CHANGES TO:

1. **Height.** No structure shall be erected, altered or placed on any Lot which exceeds two **(2) stories in height** **(CHANGE TO (1) Story)** and which does not have a private enclosed garage for not less than two (2) automobiles. The garage must be attached to the main residence or connected by a permanent covered walkway. All dwellings must face the street in front of the Lot.
4. **Fences, Walls and Hedges.** No wall, fence or hedge of any type or height shall be erected on any Lot without first obtaining the written approval of the ARC as to the type, size, location, color and materials to be used, and in no event shall any wall, fence or hedge be constructed or maintained with a height of more than six (6) feet **nor shall any such structure exceeding three (3) feet in height extend beyond the front line of the home.** **(CHANGE TO nor shall any such structure extend beyond the front line of the home.)** No barbed wire fences shall be allowed anywhere.
5. **Exterior Covering.** There shall be no siding used on the exterior of buildings or structures without the approval of the ARC exterior body of any structure shall be pale in color and monochromatic. There will be no exposed block without the approval of the ARC. The exterior siding of all buildings or structures shall be constructed of **wood, stucco, or brick.** **(CHANGE TO concrete block or clay brick.)** No materials simulating any of the permitted siding shall be allowed.
6. **Roofs.** Unless otherwise approved in advance by the ARC, all roofs (other than those over a porch or patio) shall be pitched and covered with **tile, slate, cedar shake singles, fiberglass or asphalt shingles.** **All roofs shall have minimum pitch of 4:12.** **(CHANGE TO only fiberglass or asphalt shingles. All roofs shall have minimum pitch of 6:12.)**