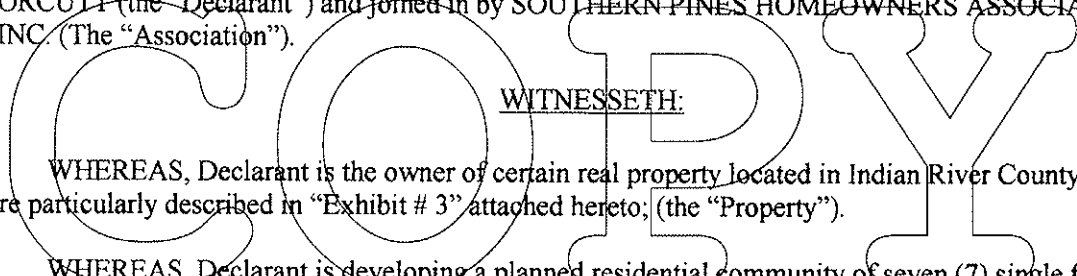


# DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF SOUTHERN PINES HOMEOWNERS ASSOCIATION, INC.

This DECLARATION is made this 12th day of April, 2005, by ROBERT BANOV AND JOHN ORCUTT (the "Declarant") and joined in by SOUTHERN PINES HOMEOWNERS ASSOCIATION, INC. (The "Association").



WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Indian River County, Florida, more particularly described in "Exhibit # 3" attached hereto; (the "Property").

WHEREAS, Declarant is developing a planned residential community of seven (7) single family lots; and

WHEREAS, Declarant desires to subject the Community (as defined below) to the covenants, conditions and restrictions set forth herein as amended from time to time (the "Declaration"); and

WHEREAS, the Association has been created to manage, operate, repair and maintain certain portions of the Community and to collect and pay certain expenses;

NOW, THEREFORE, the Declarant, joined by the Association, declares that the Community is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the land comprising the Community, and be binding on all parties having any right, title or interest in the Community of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Section 1. Definitions**

The terms used in Declaration and in the Articles of Incorporation and By-Laws of the Association (collectively, the "Community Documents") shall be defined as follows, unless the context requires otherwise:

1.01 **Architectural Review Committee** ("A.R.C.") means those individuals appointed by the Board of Directors of the Association who shall review all improvements within the Community (See Section 11).

1.02 **Articles of Incorporation** means the Association's Articles of Incorporation. Definitions in Article 1 of the Articles of Incorporation shall be included herein.

1.03 **Common Area Property** means all improvements, fixtures or equipment located within the Community the use of which has been granted to the Community Association for the common use and enjoyment of the Lot Owners (as defined below).

1.04 **Common Expenses** are defined in Section 3.01 and include:

- A. Expenses of administration and management of the Common Area Property and Easements of the Association, including but not limited to compensation paid by the Association to a manager, accountant, attorney, or other agent or employee.
- B. Expenses of maintenance, operation, repair or replacement of the Common Area Property and Easements required to be maintained by the Association.

- C. The costs of carrying out the powers and duties of the Association, including the payment of hazard and liability insurance premiums
- D. Any valid charge against the Common Area Property or Easement as a whole.

1.05 **Contractor:** The term Contractor shall be limited to a certified general contractor, a certified building contractor, or a certified residential contractor actively licensed by the State of Florida.

1.06 **Community** means the planned residential community of single-family residences located on the Property and known as Southern Pines. Together, the Lots and the Common Area Property and Easements comprise the Community.

1.07 **Community Documents** means this Declaration, the Articles of Incorporation, and the rules and regulations promulgated by the Association, collectively.

1.08 **Declaration** means this document, as it may be amended from time to time.

1.09 **Easements** means the Access, Drainage, Utility and Recreation Easement described in "Exhibit #3" attached hereto and in this declaration.

1.10 **Institutional Mortgagee** means (a) lending institution having a first mortgage lien upon a Lot including any of the following institutions: a Federal or State savings and loan or building and loan association, a national state, or other bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance banking company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Association, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institution as the Association shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon, the Community and who have a mortgage lien on all or a portion of the Community securing such loan.

1.11 **Lot** means a parcel of real property within the Community upon which a home is or is to be constructed. As the context requires, the term may also refer to the land comprising the Lot and the improvements located on the Lot.

1.12 **Owner** means the record owner of a Lot, but excludes those having an interest in a Lot merely as security for the performance of an obligation.

1.13 **Structure** means that which is built or constructed, or any work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof".

## **Section 2. Compliance With Documents**

2.01 **Compliance With Documents.** Each Owner and his family members, guest, invitees, and lessees and their family members, guests, and invitees shall be bound by and abide by the Community Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with such individual's presence in the Community. Such Owner shall be liable to the Association for the damages to the Association or the Common Area Properties and Easements resulting from the act of any of the foregoing parties (but only to the extent that such expense is not met by

the proceeds of insurance carried by the Association) which shall be paid for by the Owner as an assessment. Failure of an Owner to notify any person of the existence of the provisions of the Community Documents shall not act to limit the right of enforcement of the provisions of the Community Documents against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of the Owner's tenants at any time. Leases of a Home on a Lot shall require the tenant/lessee to comply with provisions of the Community Documents and shall permit the Association to enforce any of the Lessor's rights thereunder. In the event these provisions are not specifically set forth in such Lease, they nonetheless shall be included by virtue of these provisions.

2.02 **Declarant's Exemption.** During the period of construction of the Community, the Declarant shall be exempt from the foregoing provisions of this Declaration to the extent that a waiver of such restrictions is necessary and appropriate to permit the Declarant to engage in the construction and marketing activities required for the normal and proper development of the Community.

2.03 **Effective Date.** This Declaration shall become effective upon its being recorded in the Public Records of Indian River County, Florida.

### Section 3. **Common Expenses**

3.01 **Common Expenses.** The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Area Property and Easements and the other duties imposed upon the Association by this Declaration shall be Common Expenses. Common Expenses and utility expenses shall be payable to the Association on an equal basis by all Lot Owners.

3.02 **Types of Expenses.** To defray the Common Expenses, there is hereby imposed upon each Lot and its Owner, the affirmative covenant and obligation to pay to the Association, and upon the Association the obligation to assess, collect and expend, the Common Expenses which include, but are not limited to those expenses hereinafter set forth:

A. **Utility Charges.** All charges levied for utility services to the Common Area Properties and Easements.

B. **Insurance.** The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Association shall determine to be in the best interest of the Association, including, but not limited to, liability insurance.

C. **Reconstruction of Structures.** All sums necessary to repair, replace, construct or reconstruct ("repair") any Structure located in the Common Area Property and Easements damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be a Common Expense for which the Association shall levy a special assessment against all Owners, if any, to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred.

D. **Maintenance, Repair and Replacement.** All expenses necessary to maintain the Common Area Property and Easements and the public road rights-of-way abutting the Community, including such expenses as grass cutting, trimming, fertilizing, and the like, in a manner consistent with this Declaration of all orders, ordinances, rules and regulations of any governmental entities having jurisdiction thereof.

E. Other Expenses. The costs of administration of the Association, including any secretaries, bookkeepers, accountants and other employees necessary to carry out the obligations and covenants, of the Association under the Community Documents, notwithstanding the fact that some of these services may be expended in providing services for collecting sums owed by a particular Lot.

F. Indemnification. The costs to the Association to indemnify and save harmless the Declarant from and against any and all claims, suits, actions, damages or causes of action arising from any personal injury, loss of life or damage to property in or about the Common Area Property and Easements, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Declarant may be compelled to incur including the costs of bringing suit for the purposes of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in the Community Documents to be kept and performed by the Association or the Owners, or either of them, including the payment of Common Expenses. Further, the cost of the Association indemnifying its officers and board members for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

G. Reserve Funds. The costs to establish an adequate reserve fund for replacement or capital refurbishment of the Common Area Properties and Easements (the "Reserves") in the amounts determined proper and sufficient by the Association. Each Owner acknowledges, understands and consents that the Reserves are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim, or right to any such Reserves or funds composed of the same. The Association shall be responsible for maintaining the Reserves in a separate account.

H. Special Assessments. Special Assessments include those assessments that are levied for capital improvements, which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Area Properties and Easements or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be paid in such installments or in a lump sum as the Association shall, from time to time, determine. Notwithstanding any other provision of this Declaration, the Declarant shall never be obligated to pay special assessments and the Property, including Lots, owned by the Declarant shall never be assessed for special assessments.

I. Lighting. The cost of installing, maintaining and operating any exterior Common Area lighting or streetlights now or hereafter located on the Common Area Property and Easements.

J. Limited Access Gates, Electronic Monitoring System and Surveillance Personnel. The cost and expense of operating limited access gates and electronic monitoring systems for the Common Area Property and Easements, if any, and the cost of employing any surveillance personnel.

K. Compliance With Laws. The cost of compliance with all applicable laws, statutes, ordinances and regulations.

L. Extraordinary Items. Extraordinary items of expense incurred under the Community Documents such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a special assessment.

M. Miscellaneous Expenses. The cost of any item, or costs or expenses pertaining to or for the benefit of the Association of the Common Area Property and Easements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expenses by the Association.

**Section 4. Assessments and Lien Enforcement**

4.01 **Assessments.** The making and collection of assessments against each Owner for Common Expenses and for the costs or expenses for which an individual Owner may be solely responsible for paying to the Association pursuant to the terms of the Community Documents, or both, shall be subject to the following provisions:

A. **Interest: Application of Payments.** Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments on accounts shall first be applied to interest and then to the assessment payment first due.

B. **Lien for Assessments.** The Association shall have a lien against each Lot for any unpaid assessments or special assessments and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Indian River County stating the legal description of the Lot, the name of the Owner, the amount claimed to be due and the due dates. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments or unpaid Common Expenses without hereby waiving any claim of lien and without the recordation of any claim of lien.

C. **Payment of Assessments.** No Owner may withhold payment of an assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and other Owners, the Association, the Declarant, or either of them, but rather each Owner shall pay all assessments when due pending resolution of any dispute. The liability for assessments may not be avoided by waiver of the use or enjoyment of the benefits produced by any Common Expenses or by abandonment of the Lot for which the assessments are made.

D. **Acceleration of Assessment.** If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner, shall have the right to accelerate and require payment of such assessments for the next twelve (12) month period based upon the then existing amount and frequency of assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular assessments for Common Expenses, for all special assessments, and for all other assessments payable to the Association.

4.02 **Liability for Assessments.** An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be personally liable for all assessments coming due while an Owner. Except as hereinafter provided, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

4.03 **Exemption For Institutional Mortgagees.** When an Institutional Mortgagee or other purchaser of a Lot obtains title to the Lot by a purchase at the public sale resulting from the Institutional Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns are not liable for the share of common Expenses or assessments attributable to or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, or the deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer and its successors and assigns. An Institutional Mortgagee acquiring title to a Lot as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the common Expenses coming due during the period of such ownership, except as may be provided in the Community Documents.

4.04 **Commencement of Liability for Assessments.** Lot Owner shall be liable for the payment of Common Expenses or assessments beginning on the first day of the month following purchase of the lot.

4.05 **Declarant's Exemption.** The Declarant shall be exempt from the payment for Common Expenses or assessments for any unsold Lot owned by the Declarant.

4.06 **Declarant's Right To Pay Common Expenses.** The Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any assessment which is in default and shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Expenses on behalf of the Association when the same are overdue and when lapses in policies or services may occur. The Declarant shall be entitled to immediate reimbursement for such overdue Common Expenses so paid from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees.

**Section 5. Insurance**

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Area Property and Easements. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times. All policies of insurance shall be governed by the following provisions:

5.01 **Authority to Purchase: Named Insured.** All insurance policies upon the Common Area Property shall be purchased by the Association in the name of the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. All policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee, if any, and shall provide for at least ten (10) days' written notice to the Association, and to each Institutional Mortgagee named in such policies' mortgage clause, before the insurer can cancel or substantially modify such policies. All policies and their endorsements shall be deposited with the Association

5.02 **Property Of Owner.** Owners shall obtain insurance coverage at their own expenses upon their personal property, their Home and any Structure on their Lot and for their personal liability and living expenses.

**Section 6. Compliance and Default**

Each Owner shall be governed by and shall comply with the terms of the Community Documents. All provisions of this Declaration shall be enforceable, equitable servitudes and shall run with the land and shall be effective until this Declaration is revoked. The Community Documents are enforceable by any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, and action for injunctive relief or an action for declaratory judgment.

6.01 **Enforcement.** The Association shall enforce the Community Documents. The Declarant reserves the right to enforce the Community Documents and to assign this right in the event the Association fails to enforce any provision of the Community Documents. An Owner desiring to enforce any provision of the Community Documents shall give thirty (30) days written notice to the Association of the Owner's intention to initiate enforcement proceedings. Upon the expiration of the thirty (30) day period, the Owner may initiate such enforcement proceedings if the Association fails to do so.

6.02 **Negligence.** An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall pay the Association the amount of any increase of its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Lot, Home or Structure by the Owner.

6.03 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Community Documents, the prevailing party shall be entitled to recover the costs of the proceeding, including such reasonable attorneys' fees as may be awarded by the Court.

6.04 **No Waiver of Rights.** The failure of the Declarant, the Association or any Owner to enforce any covenant, restrictions or other provision of the Community Documents shall not constitute a waiver of the right to do so thereafter.

**Section 7. Conveyances**

In order to assure a community of congenial residents and thus protect the value of the Lots in the Community, the sale or lease of Lots other than by the Declarant shall be subject to the following provisions:

7.01 **Notice of Sale or Lease.** An Owner shall notify the Association in writing of the Owner's intention to sell or lease the Owner's Home. Prior to occupying the Home, purchaser or lessee shall execute a copy of the rules and regulations of the Association acknowledging that the purchaser or lessee takes title subject to and agrees to abide by the rules and regulations. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser or lessee.

7.02 **Leases or Rentals.** Leases or rentals shall be limited as described in Section 10 "Use Restrictions".

7.03 **Subdividing Property.** No subdivision shall be permitted of any Lot as originally described by a site plan provided by David Jones, Surveyor, unless agreed upon by a minimum of five of seven property owners. In no event shall any parcel be created which would have an area of less than 200,000 square feet.

**Section 8. Maintenance, Repair and Replacement**

Responsibility for the maintenance of the Common Area, the Lots and the Homes shall be as follows:

8.01 **Common Area.** The Association shall maintain, operate, manage, insure, repair and replace all of the Common Area Property and Easements and pay utilities, insurance and assessments thereon. The cost thereof shall be a Common Expense funded by Association assessment against all Owners, and shall be paid by the Association.

8.02 **Home.** Each Owner shall maintain the exterior of the Owner's Home, including the windows, walls and private fences in good condition and repair. All repairs made shall follow the same color scheme and materials as original construction. Any damage to Common Area Property or Easements caused by work on an individual Home shall be repaired by the responsible Owner. Any new roofing shall match the original unless specifically approved by the Association.

8.03 **Lawn and Landscaping.** Each Owner shall maintain the Owner's lawn and landscaping and lawn sprinkler system.

8.04 **Lot Perimeter Enclosure.** A wall, fence, or hedge, which is constructed or planted adjacent to the property line of a Lot that is not the boundary between two adjoining Lots, is hereby declared to be a "Lot Perimeter Enclosure". Maintenance of the Lot Perimeter Enclosure shall be the obligation of the Owner of the Lot on which the Lot Perimeter Enclosure is erected. In the event the Association shall determine that the Lot Perimeter Enclosure is of need or repair, the Lot Owner shall be responsible for making such repairs in a timely manner.

8.05 **Party Enclosure.** A wall, fence, or hedge, which is constructed on the property line of two adjoining Lots and is shared by the Owners of said adjoining Lots is hereby declared to be "Party Enclosure". Party Enclosures shall be the joint maintenance obligation of the Owners of the Lots bordering the Party Enclosure. Each Owner shall have the right to full use of the Party Enclosure subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of the Party Enclosure. In the event of damage or destruction of the Party Enclosure from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the adjoining Owners shall, at their joint expense, repair and rebuild the Party Enclosure within thirty (30) days, unless extended by the Association. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of a Party Enclosure, such expense shall be shared equally by the Owners of adjoining Lots. Whenever any such Party Enclosure shall be rebuilt, it shall be erected in the same or similar materials and of like design, quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner refuses to repair or reconstruct the Party Enclosure within thirty (30) days and to pay his share of all or part of such cost in the case of negligence or willful misconduct, any other Lot Owner or the Association may have such Party Enclosure repaired or reconstructed and shall be entitled to a lien on the Lot of the Lot Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement.

**Section 9. Easements**

9.01 **Easements.** In addition to those matters set forth herein, easements for installation and maintenance of utilities, drainage, recreation and access facilities are reserved as shown in the plats, or as heretofore granted by Declarant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of

utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easements area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements maintained by the Association.

9.02 **Owner's Easement of Enjoyment.** Subject to the provisions of this Section every Owner shall have a right and easement of enjoyment to the easements shown on the plat, and the entryway to the Property, and such easement of enjoyment shall be appurtenant to and shall pass with the title to a Lot.

9.03 **Common Area.** The Declarant hereby grants a perpetual non-exclusive easement to the Owners, their families, guests, and lessees upon, over and across the Easements.

9.04 **Easement to Indian River County and Utility Companies.** A non-exclusive easement is hereby granted to the appropriate authorities of Indian River County and appropriate utility companies for ingress and egress over and upon the Common Area and Easements for the purpose of providing police, fire protection, and other emergency services and utility services to the Lots and the Common Area Property.

9.05 **Easements for Recreation Utilities and Drainage.** A non-exclusive easement for the installation and maintenance of drainage facilities and utility services, including, but not limited to sanitary and storm sewers, water, electricity, gas and telephone is hereby granted by the Declarant and its successors over, under or upon the Easements. If any of such drainage or utility facilities are not installed or if easements for such purposes are not created with respect to the Lots or any portion of the Community prior to the conveyance of the Lots by the Declarant to the Owners, the Owners hereby grant the Declarant and the Association a power of attorney to grant any such easements with respect to the Lot owned by such Owner for the benefit of the Property. The foregoing power of attorney shall be coupled with an interest and shall be irrevocable. No improvements, plants or other material shall be permitted which shall interfere with or obstruct the installation, maintenance or use of such drainage or utility facilities, including, but not limited to the direction and volume of the flow through such drainage facilities. See exhibit #3 of current survey by David M. Jones for 45' perimeter recreation, utility and drainage easement.

9.06 **Easement Usage and Limitations.** Recreation, utilities and drainage easements shall have limited access by all lot Owners in the community.

- A. Uses permitted shall include limited access for pedestrian traffic, horses or horse drawn vehicles, and non-motorized bicycles.
- B. Not permitted: any motorized vehicles, any objects that might obstruct full access and utilization of easement.
  - 1) Exception: vehicular traffic as required for daily access to a residence over an approved driveway.
  - 2) Exception: tractors or lawn maintenance vehicles as required for maintenance of vegetation of easement or maintenance of canals and drainage ditches

**Section 10. Use Restrictions**

**10.01 Residential Use of the Property.**

- A. No Lot shall contain more than one single-family residence and one detached guesthouse or cabana.
  - 1) Exception: Accessory buildings or structures that are not inhabited. Such buildings shall conform with the Covenants and must be approved by the A.R.C.
- B. Guesthouse or cabana shall be inhabited only by members of the extended family of the Owners.
  - 1) Exception: live-in domestic help, or an employee of the Owner/Owners may occupy a guesthouse or cabana; however, all such persons shall comply with the Declaration.
- C. Only one electric meter shall be permitted for any Lot.

**10.02 Rental Restrictions:**

- A. Rental of any Lot shall be limited to a total of one single-family tenant during any rental term. The duration of a rental term shall be limited to a minimum tenancy of 30 days with a maximum number of tenancies of two in any one calendar year. All tenants shall comply with the Declaration.

**10.03 Outbuildings, Barn and Other Structures:**

- A. No structures shall be built upon any Lot prior to the construction of the main residence.
  - 1) Exception: A single building comprised of a stable, may be constructed (as defined by the construction of a foundation or the erection of any walls of the stable) for a maximum period of two years prior to the construction (as defined by the construction of a foundation or the erection of any walls) of the main residence. This stable shall have A.R.C. approval prior to construction, and a \$5,000 deposit shall be posted with the Declarant prior to commencement of construction. This \$5,000 deposit shall be non-refundable if construction of the main residence has not commenced as described above, and shall be fully refundable if construction of the main residence has commenced as described above. The \$5,000 deposit shall accrue no interest during this time period.

**10.04 Accessory Buildings or Structures:**

- A. No accessory buildings or structures may be placed or erected on any Lot without being fully screened from adjacent properties with vegetation.

**10.05 Mobile Homes or Trailers:**

- A. No mobile homes or trailers or storage trailers or sheds may be kept on any Lot.
  - 1) Exception: Mobile homes or storage trailers may be kept on lots during construction of the main residence if in accordance with county requirements.
  - 2) Exception: Recreational vehicle or camping trailers may be kept on the Lots if properly screened, but such vehicles or trailers may not be inhabited, except as described in 10.05, A., 3
  - 3) Exception: a recreational vehicle may be parked outside if temporary in nature (i.e. visitors), for no more than 60 days in any calendar year.

- 4) Exception: Recreational vehicles or camping trailers do not need to be screened if natural vegetation is determined to be adequate by A.R.C. approval.

10.06 **Boats, Vehicles and Equipment:**

- A. No boats, recreational vehicles of any kind, equipment of any kind or motorized vehicles of any kind may be kept on Lots without being fully screened from adjacent property with vegetation.

10.07 **Mining, Drilling or Excavating:**

- A. No oil drilling, oil development or operations, oil refining, quarrying, excavating or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a lot.

- 1) Exception: Below grade propane tanks for household use may be permitted.
- 2) Exception: Excavation of a pond shall be permitted if it is within the building setbacks, meets Indian River County and state guidelines and is approved by the A.R.C.

10.08 **Garbage, Litter Etc.:**

- A. No garbage, litter, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Community except in closed containers, dumpsters or other closed garbage collection facilities and shall be screened from view and kept in a clean condition with no obnoxious or offensive odors emanating therefrom. Garbage cans with lids shall be provided by all Owners and shall be kept inside the garage except on collection day. Garbage cans and recycle bins should be set out in the morning of collection day.

10.09 **Prohibited Structures:**

- A. No structure of a temporary character including, but not limited to, a trailer, tent, shack, storage shed, barn or out building shall be erected in the community at any time without approval by the A.R.C.

10.10 **Nuisances:**

- A. Nothing may or shall be done in the Community that may be or may become a nuisance. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can reasonably construed to constitute a nuisance, public or private in nature.

10.11 **Animals and Pets:**

- A. No livestock shall be kept or raised upon any portion of the Community (see exceptions).
- B. Pets: Owners shall provide adequate supervision of all pets. No pet is permitted which creates an unreasonable source of noise or annoyance to other property owners. Continuous or repeated barking, noises and annoyances will not be permitted. Any pets or animals creating such a nuisance shall be permanently removed from the property. The Board of Directors of the Association shall have the authority to levy a fine against property owners who have not complied within 30 days of written notice to the property owner.

- 1) Exception: Horses or ponies only shall be permitted in accordance with all applicable Indian River County ordinances.

### **Section 11. Architectural Guidelines**

11.01 **Architectural Control:** No improvements or structures of any kind including but not limited to any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building element, landscape element or object, or other improvement shall be erected upon any lot; nor shall any addition, change or alteration be made, until the plans specifications and location of the same shall have been approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to design harmony and as to perpetuating and maintaining consistent property values in Southern Pines.

11.02 **Architectural Review Committee:** The architectural control of Southern Pines shall be administered by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the discretion of the Board of Directors of the Association.

11.03 **Powers and Duties of the ARC:** The ARC shall have the powers to recommend to the Board of Directors of the Association modifications to the Architectural Guidelines. Any modifications or amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association.

11.04 **Declarant Conveyance to Association:** Declarant shall have the right to grant and convey all of its rights to enforce the Declaration restrictions to the Association at such time as in the sole judgment of Declarant such Association is ready to undertake the obligation of enforcing them.

11.05 **Plans and Specifications:** Each person shall, prior to the commencement of any construction, submit the required material. Approval by the A.R.C. is not an approval of technical review. Each Owner shall be responsible for obtaining all necessary technical approvals of the appropriate governmental agencies prior to commencement of any work or construction. Three sets of drawings prepared and sealed by a registered Architect in State of Florida shall be submitted to the A.R.C.

11.06 **Indemnification:** Neither the Association nor the members of the A.R.C. shall have any duty, responsibility, or liability to any Owner or to any other person in respect to the exercise of its powers or the failure to exercise its powers under the Community Documents. The A.R.C. shall be indemnified and held harmless by the Association and the Owners from any and all claims or damages resulting therefrom including, but not limited to, court costs and reasonable attorneys' fees. The A.R.C. may reject plans, proposals and specifications based on any grounds or reasons whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The decision to approve, reject or withhold its approval may, in the A.R.C.'s discretion, be based upon: (i) the harmony of surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) perceived impact on property values; (iv) design and construction standards; or (v) any other factor deemed material or relevant.

11.07 **Construction Bond:** The A.R.C. shall have the right to require a construction bond, which shall be refundable upon completion of the work and only when in full compliance with the Community Documents.

11.08 **Licensed Contractors:** All construction activity shall be by a "General Contractor", "Building Contractor" or "Residential Contractor" as licensed by the State of Florida and fully insured with general

liability and workers compensation insurance. All work shall be performed according to applicable building codes and with building permits as required by authorities having jurisdiction over the property.

All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations (Exhibit # 1).

11.09 **Minimum Size of Residence Required:**

- A. The minimum required size of the main residence shall be 2400 S.F. of air conditioned living space, exclusive of guesthouse, cabana or any structure other than the main residence.
- B. Garage: Each residence shall have a minimum two-car garage built and utilized for the sole purpose of storing vehicles.

11.10 **Material For Residence:**

- A. Walls; all exterior walls shall be constructed of reinforced concrete masonry units (minimum 8" thick) or solid reinforced poured concrete (minimum 4" thick).
  - 1) Exception: Second floor framing completely above a first floor living space may be constructed of wood framing (see siding materials).
  - 2) Exception: Barns, stables or any structures other than the main residence may be constructed with wood framing and wood siding, painted with exterior house paint or acrylic solid color stain. No transparent or semi-transparent stains shall be permitted.
- B. Siding or wall finishes:
  - 1) Recommended: Stucco, cementitious boards.
  - 2) Not permitted: Non-painted wood siding.
- C. Exterior paint and color.
  - 1) All exterior walls and solid surfaces shall be painted with exterior house paint or acrylic solid color stain.
  - 2) Colors for any residence or any structure shall be approved by A.R.C.
    - a) Recommended: Any guesthouse, cabana or other structure shall be painted the same color as residence.
    - b) Colors shall be light or pastel with no intense colors permitted.
- D. Roofs:
  - 1) Roofs shall have a minimum slope of 4:12.
  - 2) Recommended materials: concrete tile, standing seam or 5-Vcrimp metal, architectural dimensional shingles, wood shakes or wood shingles.
  - 3) Not permitted: flat asphalt shingles, flat fiberglass or metal shingles, built-up or single ply flat roof of any kind.

- a) Exception: a flat roof over a limited portion of the residence (maximum 15% of roof area) may be used.
- b) Exception: small covered walkways (maximum 25' length, 12' in width) connecting separate portions of a building may have a flat roof.

4) Aluminum patio roofs are not permitted.

11.11 **Swimming Pools:** No above ground pools shall be permitted. Only fully recessed swimming pools, spas or whirlpools shall be permitted.

11.12 **Finished Floor Elevation:** Finished first floor elevation of residences shall be a minimum of 18" above the crown of the road at the adjacent street (or higher if required by the Building Department) and a maximum of 54" above the crown of the road at the adjacent street. The first floor shall comprise a minimum of 50% of the total conditioned living space.

11.13 **Exposed Foundations:** No exposed foundations or stilt structures (a structure with posts or columns exposed above grade) shall be permitted on any lot.

11.14 **Construction Personnel:**

A. Any construction work performed on any lot shall be performed by a "General Contractor", "Building Contractor", or "Residential Contractor", licensed by the State of Florida and fully insured with general liability and workers compensation insurance. No home shall be built with an "owner-builder" permit.

1) Exception: Pools, landscaping or irrigation work can be performed by licensed subcontractors if they are fully licensed and insured (must include general liability and workers compensation insurance).

B. All construction personnel shall be given and shall abide by "Construction Rules and Regulations;" See "Exhibit # 1".

11.15 **Construction Duration and Permitting:**

A. The maximum duration of construction of a residence shall be eighteen (18) months from the time of issuance of a building permit and the issuance of a certificate of occupancy.

B. The maximum duration of construction of any structure other than the main residence shall be twelve (12) months from the time of issuance of a building permit and the issuance of a certificate of occupancy.

C. Permits: Any construction of any structure on any lot shall be permitted by the Indian River County Building Department and any other governing agency having jurisdiction over construction.

11.16 **Building Setbacks; All Structures:**

A. Minimum 20' from any easement.

B. Minimum 40' from any property line.

11.17 **Site Clearing:**

- A. Debris: All cleared trees, vegetation and debris shall be removed from the site within two months of clearing.
- B. Bury pits: No bury pits shall be permitted on any site. All debris shall be removed completely from site.

11.18 **Fences and Walls:**

- A. Recommended: 4"x4" galvanized metal fence with 4" pressure treated wood posts at approximately 8' on center with a height of 4' to 5'.
- B. Not permitted: Barbed wire of any kind or electric fences.
- C. Any fence other than above must be approved by the Architectural Review Committee.
- D. Fences must be setback a minimum of 2' from any easement or property line. (See also F.)
- E. Walls: Any solid or opaque walls shall be built within the building setbacks described in 11.16. (Exception to setbacks shall be an entry feature as approved by A.R.C.)
- F. Fences or hedges constructed on the property line of two adjoining Lots shall be the joint maintenance obligation of both property owners. Each Owner shall have the right to full use of the fence or hedge to the limitation that such use does not infringe on the rights of the adjacent Lot Owner.

11.19 **Screening:**

- A. Vehicle and equipment screening: Only operating and currently licensed passenger vehicles, S.U.V.'s or non-commercial trucks and vans of a size ¾ ton or smaller may be parked outside overnight. All other vehicles or equipment of any kind shall be parked overnight in a garage or in a designated screened area which shall fully screen vehicles or equipment from adjacent properties with vegetation. Exception: an R. V. may be parked outside if temporary in nature (i.e. visitors), for no more than 30 days in any calendar year.

11.20 **Garbage, Trash, Hazardous Materials:**

- A. All garbage, trash or other waste shall be maintained in containers in a sanitary manner.
- B. Hazardous materials: No hazardous materials, chemicals or waste shall be allowed to contaminate the soil or aquifer.

11.21 **Landscape Requirements:**

- A. Maintenance: All lots shall be maintained by periodic mowing and maintenance as required to eliminate weeds and exotic vegetation.
- B. Minimum landscape requirements for home or other buildings. A home shall be required to have a minimum of 8 deciduous trees and perimeter hedge planted prior to the issuance of a certificate of occupancy. Such trees shall have a minimum caliper of 3" measured 4' above grade, and a

minimum height of 12'. All other buildings shall have a minimum of 4 deciduous trees and perimeter hedge planted as described above.

- 1) Exception: Existing native vegetation may be substituted for these requirements with carefully controlled clearing which maintains privacy between adjacent properties. This exception shall be approved by the A.R.C.
- 2) Recommended trees: Live Oak, Magnolia, Eugenia Hookeri, Dahoon Holly, East Palatka Holly. Other species may be approved by the A.R.C.
- 3) Trees not permitted: Wax Myrtle, Australian Pine, Norfolk Island Pine, Maleluka or any exotic tree; i.e. Brazilian Pepper or Holly.
- 4) Landscape material not permitted: Lantana, Nightshade or Oleander.

**11.22 Signs and Mailboxes:**

A. No permanent or temporary signs, construction signs, contractor or sub-contractor signs advertising or notice of any type may be placed on any lot at any time.

- 1) Exception: individual home address identification signs, a maximum of 2 square feet in size may be permitted if approved by the A.R.C.
- 2) Exception: Real estate signs, a maximum of 6 square feet may be placed within the property inside all easements.
- 3) Exception: Developer may place a "for sale" sign until original parcels are sold.
- 4) Exception: A temporary construction sign, a maximum of 6 square feet may be placed within the property inside all easements. Information shall be limited to owner, architect, landscape architect and general contractor.

B. Mailbox designs shall be simple; design and location shall be approved by the A.R.C.

**11.23 Utilities and Services:** All utilities and services shall be required to be distributed underground from the point of distribution (i.e. transformer as placed by F.PL.) to the residence. Any such distribution of utilities or services shall be clearly and accurately marked on a site plan and shall be given to the Association and a copy shall be maintained by the Lot Owner and made available upon request to other Lot Owners.

**11.24 Lighting:**

A. Any exterior lighting for any home or site lighting shall be placed so as not to shine directly into any other Lot, or to create excessive illumination into any other Lot.

**11.25 Antennas, Aerials or Discs:**

- A. Antennas, Aerials or discs shall not be permitted unless approved by the A.R.C.
- B. Antennas shall be limited to a maximum overall height of 20' and shall be used for residential television and telecommunication purposes only.
- C. Satellite dishes or discs shall be a maximum of 30" in diameter.

**“EXHIBIT #1”  
CONTRACTORS AND SUBCONTRACTORS  
RULES AND REGULATIONS**

**A. SIGNS:**

1. No permanent or temporary signs, construction signs, contractor or sub-contractor signs advertising or notice of any type may be placed on any lot at any time.
- a) Exception: individual home address identification signs, a maximum of 2 square feet in size may be permitted if approved by the A.R.C.
  - b) Exception/ Real estate signs, a maximum of 4 square feet may be placed within the property inside all easements.
  - c) Exception: Developer may place a “for sale” sign until original parcels are sold

**B. LICENSED CONTRACTORS:**

All construction activity shall be by a “General Contractor”, “Building Contractor” or “Residential Contractor” as licensed by the State of Florida and fully insured with general liability and workers compensation insurance. All work shall be performed according to applicable building codes and with building permits as required by authorities having jurisdiction over the property. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations.

**C. SUBCONTRACTORS:**

All subcontractors performing work at Southern Pines shall be fully licensed and insured (including general liability and workers compensation insurance).

**D. GENERAL RESPONSIBILITY:**

The ultimate responsibility for all work, work conditions, subcontractors and other personnel shall be the responsibility of the “Contractor”. The failure of a “Contractor” to correct any matters under his responsibility may result in a work stoppage and/or a loss of access to the property until corrective measures are completed.

**E. ADJACENT PROPERTY:**

Contractors must confine their activities to the lot under construction. All vacant lots are private property and unless permission has been obtained, in writing, from the owner, any use of such lots is prohibited. No fill construction materials or trash may be dumped or stored on adjacent lots.

**F. CONSTRUCTION HOURS:**

Only quiet inside work shall be permitted on Sundays or Holidays. Outside work shall be occasionally permitted on Sundays with permission from the Board of Directors. Any work other than emergency service work shall be prohibited on Sundays and Holidays after the first occupant lives at Southern Pines. Construction hours shall be no earlier than 7:00 AM, nor later than 7:00 PM.

**G. PORTABLE TOILET:**

Each site will also be furnished with a portable toilet from the commencement of construction and shall remain on the site until a "Certificate of Occupancy" has been obtained and construction activity has been completed.

**H. SITE CONDITIONS:**

The construction site must be maintained in an ORDERLY CONDITION at all times, both inside and outside. This requires cleanup and sweep down so that wind does not litter the job site or neighboring properties.

**I. DUMPSTER:**

A job site dumpster shall be maintained on site continuously during construction. All building debris and trash must be placed in dumpsters, and removed regularly. No trash or debris shall be burned or buried.

**J. CONSTRUCTION SITE APPEARANCE:**

All personnel working in the community are to keep all of their areas free of discarded materials such as lunch bags and odd materials.

**K. LOUD NOISE LEVELS:**

Loud radios or noise will not be allowed within the community. Normal radio levels are acceptable; however speakers mounted on vehicles or outside of homes under construction are not permitted. Jobsite noise shall be kept to a minimum.

**L. VEHICLES AND EQUIPMENT:**

Construction vehicles and equipment may be left on the site only while needed for current work.

**M. ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS:**

NO ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS shall be permitted within the community's common areas or on the construction site. Any violation of this nature shall cause immediate removal of all personnel involved in the violation and a future ban of such personnel from the community.

**N. DOGS:**

NO DOGS or any other animals shall be brought into the community by construction personnel.

**O. CONTRACTORS AFFIDAVIT:**

Any contractor or subcontractor contracting directly with a property owner shall sign an affidavit (Exhibit #2) stating that he has read and will comply with all of the Architectural Guidelines (Section 11 of the Declaration of Covenants, Restrictions and Easements) and Contractors and Subcontractors Rules and Regulations ("Exhibit #1"). The signed affidavit shall be returned to the Board of Directors prior to commencing construction.

**EXHIBIT #2**  
**LETTER OF ACKNOWLEDGEMENT AND AGREEMENT**  
**BETWEEN CONTRACTOR AND SOUTHERN PINES HOMEOWNER'S ASSOCIATION**

I hereby attest that I have received and read the deed restrictions Section 11 "Architectural Guidelines" and Exhibit #1 "Contractors and Subcontractors Rules and Regulations" for Southern Pines Homeowners Association, Inc.; and furthermore agree to abide by any and all deed restrictions. I acknowledge that by not abiding by any above mentioned restrictions, rights to enter Southern Pines may be terminated immediately, at the sole discretion of the Southern Pines Homeowners' Association, Inc.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Printed Name and Company

\_\_\_\_\_  
Witness:

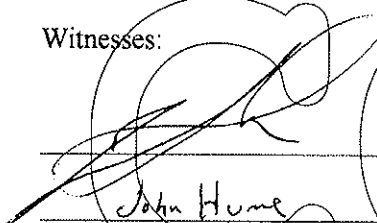
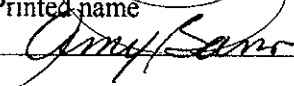
COPY


COPY

IN WITNESS WHEREOF the said Declarant has caused these presents to be executed on the 21 day of April, 2005.

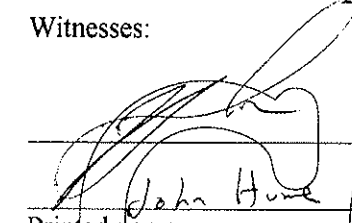
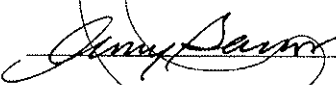
Declarant

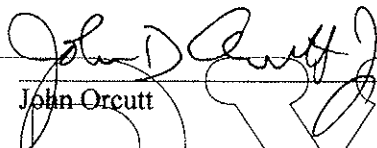
Witnesses:

  
 \_\_\_\_\_  
 John Hume  
 Printed name  
  
 \_\_\_\_\_  
 Amy BANOV  
 Printed name

  
 \_\_\_\_\_  
 Robert Banov

Witnesses:

  
 \_\_\_\_\_  
 John Hume  
 Printed name  
  
 \_\_\_\_\_  
 Amy BANOV  
 Printed name

  
 \_\_\_\_\_  
 John Orcutt

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER


The foregoing instrument was acknowledged before me this 21 day of April, 2005, by Robert Banov, personally known to me and who produced valid driver's license as identification.


Notary: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21 day of April, 2005, by John Orcutt, personally known to me and who produced valid driver's license as identification.

Notary: \_\_\_\_\_

 John Hume  
 My Commission DD300029  
 Expires May 08, 2008

 John Hume  
 My Commission DD300029  
 Expires May 08, 2008

"EXHIBIT #3"

PARENT TRACT BOUNDARY SURVEY  
 PREPARED FOR AND CERTIFIED TO  
 BANOV / ORCUTT AFFADAVIT OF EXEMPTION

SURVEYOR'S NOTES:

1. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
2. THE NORTH LINE OF TRACT 12 BEARS S 89° 41' 37" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. BENCH MARK IS 4" X 4" CONCRETE MONUMENT AT THE NE CORNER OF THE SUBJECT PARCEL. ELEVATION 31.23'. NATIONAL GEODETIC VERTICAL DATUM, 1929.
4. COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM, 1983 / 1990 ADJUSTMENT.

•LEGAL DESCRIPTION

A portion of Tracts 12 and 13, Section 36, Township 33 South, Range 38 East, according to the Last General Plat of Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25 of the public records of St. Lucie (now being Indian River) County, Florida more particularly described as follows:

Commence at the Northwest corner of said Tract 12.  
 thence S 89° 41' 37" E, a distance of 30.00 feet;  
 thence S 00° 17' 36" W, a distance of 30.00 feet;  
 thence S 89° 41' 37" E, a distance of 30.00 feet;  
 to the POINT OF BEGINNING;  
 thence continuing S 89° 41' 37" E (basis of bearings) along said line,  
 a distance of 1269.80 feet;  
 thence S 00° 18' 17" W, a distance of 2481.13 feet;  
 thence N 89° 36' 35" W, a distance of 1269.31 feet;  
 thence N 00° 17' 36" E, a distance of 2479.27 feet  
 to the POINT OF BEGINNING.

And also subject to a 45 foot wide Recreation, Utility and Drainage Easement along all side Boundary lines. Said parcel containing 72.29 acres more or less.

•ACCURACY

THE EXPECTED USE OF THE LAND IS RESIDENTIAL. THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET WHICH WAS MET IN THE CASE OF THIS SURVEY.

•DATA SOURCES

THE DESCRIPTION WAS PROVIDED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE TO LOCATE THE EXISTENCE OF EASEMENTS OR OTHER RESTRICTIONS NOT PROVIDED BY THE CLIENT OR HIS REPRESENTATIVE.

•EASEMENTS

AS SHOWN HEREON.

•MEASUREMENT METHODS

ALL EQUIPMENT USED IN PERFORMING THE FIELD WORK ASSOCIATED WITH THIS SURVEY WAS TESTED AND CALIBRATED. ALL WORK WAS PERFORMED WITH AN ELECTRONIC TOTAL STATION READING DIRECTLY TO A MINIMUM OF 6 SECONDS PER ANGLE WITH A DISTANCE ACCURACY OF 1 PART IN 50,000. ALL DATA WAS RECORDED USING A FIELD DATA COLLECTOR AND CONVENTIONAL FIELD NOTES. THE BOUNDARY WAS PERFORMED BY CREATING A CLOSED GEOMETRIC FIGURE AND ANY SIDE SHOTS WERE DONE USING A REDUNDANCY OF MEASUREMENTS.

•LIMITATIONS

PROPERTY LIES IN FLOOD ZONE 'X & A', ACCORDING TO MAP No. 12061C0165 E, DATED MAY 4, 1989, COMMUNITY PANEL 120119.

•BOUNDARY INCONSISTENCIES AS SHOWN HEREON.

•APPARENT PHYSICAL USE VACANT LAND.

•CERTIFIED TO:

BANOV / ORCUTT

•DATE OF SURVEY: AUGUST 11, 2003.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

•SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE  
 CHARLES W. BLANCHARD, FLORIDA LICENSE NUMBER LS 5755

(SIGNED AND SEALED)

APR 07 2005

- SANITARY CLEAN-OUT
- SANITARY MANHOLE
- FOUND P.S.P.
- SET NAIL
- FIRE HYDRANT
- STORM CATCH BASIN

- IRON ROD AS NOTED
- WATER VALVE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- WATER METER
- POWER POLE

- POINT OF INTERSECTION
- RIGHT OF WAY
- CENTERLINE
- ELEVATION
- MEASURED
- ELECTRIC
- CABLE PEDESTAL

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.C.P. - PERMANENT CONTROL POINT
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY

LEGEND:

**DAVID M. JONES**  
 PROFESSIONAL SURVEYOR & MAPPER

3899 39TH SQUARE  
 (772)567-9875 VERO BEACH, FL 32960

