



PROPERTY OWNERS ASSOCIATION, INC.

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RESTRICTIONS

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SPECIFIC COVENANTS AND RESTRICTIONS

Whereas, Orchid Isle Estates Property Owner's Association, Inc., formerly known as Seacrest Estates, Inc., the owner of the following described property, situate, lying, and being in Indian River County, Florida, to wit: and whereas, it is now desired by Orchid Isle Estates Property Owner's Association, Inc. to place restrictions and limitations of record as to each and every of the lots located in the Orchid Isle Estates subdivision as set forth above, and to limit the use for which each and every of the lots located in Orchid Isle Estates subdivision, is intended:

Now, therefore, Orchid Isle Property Owner's Association, Inc., does hereby declare that each and every of the lots, located in the following described property, situate, lying and being in Indian River County, Florida, to wit: (see the Articles of Incorporation, Schedule "A") are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be and shall be taken as covenants to run with the land, and shall be as follows to wit:

1. Location and Structure Design:

- A. Each and every of the lots, situated in said Orchid Isle Estates shall be known and described as residence lots, and no structure shall be constructed or erected on any residence building lot other than detached single family dwellings not to exceed the county's maximum height restriction.
- b. Owner may upon recommendation by the Architectural Review Committee (the ARC) and the approval by the Board of Directors of the Association, erect auxiliary buildings, except as stipulated in Article 3B below.

2. Minimum Square Footage:

- A. No residential dwelling shall be erected on any lot having an area of less than 2,500 square feet for a one-story building, nor less than 2,000 square feet (ground area) for a dwelling of more than one story on any lot less than $\frac{3}{4}$ acre.
- B. On all other lots, no building shall be erected on any lot having an area of less than 3,000 square feet for a one-story building, nor less than 2,000 square feet (ground area) for a dwelling of more than one story. All square footage requirements pertain to living area (under air conditioning/heat) only. Porches, decks and garages are not included.

3. Garages and Other Structures:

- A. All dwellings must have an enclosed garage for no less than two cars. All garages must be side entry and not face the street or arterial road, except by special permission from the ARC in the event that it will adversely affect the existing oak trees. All garages must have doors that are maintained in useful condition and are operated by an electric door opener.
- B. No garage, tool room, or storage room may be constructed separate and apart from the residential dwelling.

- 4. Set-back Restrictions:** No building, structure or object, except approved swimming pools, fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any lot (I) nearer than *fifteen* (15) feet to the side line of any lot, (II) nearer than *fifty* (50) feet to the front line of any lot, or (III) nearer than *forty* (40) feet to the rear lot line of any lot.

5. Swimming Pool and Tennis Court Design:

- A. The ARC must approve all swimming pools or tennis courts constructed on any lot.
- B. All pool or other recreation area lighting must be approved by the ARC and shall be designed to not be a nuisance or disturbance to the surrounding residences.
- C. The area must be adequately screened by landscaping and / or wall or fences on both the front and side as required by the ARC. The intent will be to screen any such use from adjacent lots and the public view.

6. Swimming Pool Location:

- A. Enclosed swimming pools on waterfront lots located to the rear of the lot shall not be erected on any part thereof nearer than *twenty-five (25)* feet from the high water line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive;
- B. Unenclosed swimming pools on waterfront lots located to the rear of the lot shall not be erected on any part thereof nearer than *fifteen (15)* feet from the high water line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive;
- C. Enclosed swimming pools on non-waterfront lots located to the rear of the lot shall not be erected on any part thereof nearer than *twenty five (25)* feet from the rear lot line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive;
- D. Unenclosed swimming pools on non-waterfront lots located to the rear of the lot shall not be erected on any part thereof nearer than *fifteen (15)* feet from the rear lot line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive;
- E. Enclosed swimming pools on non-waterfront corner lots located to the rear of the lot shall not be erected on any part thereof nearer than *twenty five (25)* feet from the rear lot line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive and not nearer than *fifteen (15)* feet from the side street line or indicated easement, whichever is most restrictive;
- F. Unenclosed swimming pools on non-waterfront corner lots located to the rear of the lot shall not be erected on any part thereof nearer than *fifteen (15)* feet from the rear lot line or indicated easement, whichever is most restricted and not nearer than *fifteen (15)* feet to any side lot line or indicated easement, whichever is most restrictive and not nearer than *fifteen (15)* feet from the side street line or indicated easement, whichever is most restrictive.

7. Utility Systems:

- A. All pool equipment, sprinkler system equipment, water treatment equipment, and air conditioning equipment shall be placed in a walled-in area, fenced-in area or *completely hidden* by landscaping so that it will not be seen from the adjoining lots, from the street or from the Indian River Lagoon.
- B. The equipment will not be placed nearer than *ten* (10) feet from any side lot or indicated easement.
- C. The ARC must approve *in writing* the design *prior* to construction.

8. Utility Connections:

- A. Building connections for all utilities, including but not limited to water, electricity, telephone, cablevision, and gas shall be run underground from the proper connection points to the building structure in such manner to comply with the governing utility authority.
- B. All gas tanks must be installed underground.

9. Docks and Retaining Walls:

- A. No boathouse or dock building shall be erected on or adjoining the lots in Orchid Isle Estates subdivision.
- B. The design of all docks shall be submitted to the Architectural Review Committee for their file before construction is begun.
- C. A dock extending a distance from the line of the high water mark of waterfront lots as may be approved by local, state and federal agencies will be permitted. No boat landing, dock, pier, or piling shall be constructed until the plans and specifications thereof shall have been approved *in writing* by those agencies.
- D. No canal or other waterways shall be dug or excavated into any of the waterfront lots.
- E. No lot or parcel shall be increased in size by filling the waters on which it abuts.
- F. No sea wall and or earth retaining walls shall be erected or constructed in this subdivision except by *special written permission* from the ARC and governing authorities.

10. Lot Elevations: Each lot owner shall be required to install sufficient fill to create his/her own house pad and shall be responsible for meeting required flood insurance elevations and Indian River County codes.

11. Exterior Dwelling Maintenance: The owner is responsible to maintain the exterior of his/her dwelling to include but not be limited to paint, repair and replacement of exterior building surfaces, care of roofs, gutters, downspouts, walkways and any other exterior improvements.

12. Lot Maintenance and Upkeep: The owner will be responsible to keep his/her lot in neat condition at all times:

- A. Any lot that does not have a dwelling on it will be mowed periodically by the Orchid Isle Estates Property Owners Association at the owners expense;
- B. No underbrush or other unsightly growth shall be permitted to grow or remain upon any lot;
- C. No refuse pile or other unsightly objects shall be placed or suffered to remain anywhere thereon;
- D. Grass, hedges, shrubs, vines and mass planting of any type on each lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner;
- E. No lot shall be used or maintained as a dumping ground for rubbish or trash;
- F. Garbage or other waste must be kept in sanitary containers, all incinerators or other equipment for storage or disposition of such materials shall be kept in a clean and sanitary condition. All containers shall be kept out of sight or within an enclosure except during pick-up hours.

13. Owner's Failure to Maintain Premises: In the event that an owner of any lot shall fail to maintain the lot, the dwelling and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association may after approval by a 2/3 vote of the Board of Directors and after *fifteen* (15) days written notice to the owner, shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain and restore the lot and the exterior of the building and any of its other improvements erected thereon. The cost of such exterior maintenance, together with *fifteen percent* (15%) of such cost to cover administrative expenses shall be added to and become part of an assessment to which such lot is subject.

14. Mangroves: Each lot owner shall be responsible for the mangrove tree protection ordinance as adopted by Indian River County and regulations imposed by the Department of Environmental Protection when construction permits are obtained.

15. Protection to the Environment: Anything to the contrary notwithstanding, it is the intention of the Orchid Isle Estates Property Owner's Association, Inc. that no destruction or damage shall be suffered to the wetland vegetation or environmentally sensitive areas without the approval of local, state, and federal agencies. Property owners shall adhere to all conditions per final approved permits by all agencies.

16. Signs: No sign of *any kind* shall be displayed to the public view on any lot except *one* (1) sign of not more than *five* (5) square feet to be used by the general contractor during the construction or remodeling period. The ARC must approve the sign design. The sign may only include:

- A. the general contractors name,
- B. license number,
- C. telephone number,
- D. the name of the owner for whom the house is being constructed.

17. Mailboxes: All mailboxes shall be designed to be visually harmonious with the site and surrounding sites and maintained in good condition to compliment the upscale appearance of the subdivision.

18. Window Air-conditioning Units: No window or wall air-conditioning units shall be permitted.

19. Storm Shutter Usage – Vacant Dwellings: "Boarding up" or shuttering of vacant dwellings or homes will only be permitted during the official hurricane season, which runs from June 1 until November 30. Per the Architectural Planning Criteria, the ARC must approve *in writing* the design, color, and materials of permanent storm shutters. Temporary storm shutters made of plywood or other such materials may only be installed if a hurricane is imminent and must be removed after the storm has passed.

20. Vehicle Parking: No vehicles are allowed to be parked overnight on common property, right-of-ways, and / or empty lots.

21. Outside Storage:

- A. No outside storage of boats, boat trailers, work or commercial trucks, heavy equipment, inoperable vehicles, unregistered vehicles, recreational vehicles, race cars, motorcycles, other recreational vehicles, mobile homes or auto trailers shall be permitted at any time, except service or construction companies using trucks and other equipment during the normal course of their business. Under special circumstances, the orchid isle estates property owner's association, inc. Board of directors may provide written approval to allow short duration stays for boat trailers, recreational vehicles, and motor homes;
- B. No outside storage of construction materials, lawn maintenance equipment, ladders, jet-skis, canoes, kayaks, or other items of similar nature. This rule does not apply to the storage of marine vessels or equipment on decks or docks.

22. Recreational Structures:

- A. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or the inside portion of corner lots within the set back lines.
- B. No platform, playhouses, or structures of similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon.

23. Pets:

- A. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept in reasonable numbers and if they are not kept, bred or maintained for any commercial purpose.
- B. All pets must be kept under control at all times as required by state or local regulations and must not become a nuisance by their sounds or other acts.
- C. Doghouses or pet enclosures must be hidden from view.

24. Nuisances:

- A. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- B. In the event of a dispute as what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association *in writing*. The Board of Directors of the Association shall render a decision *in writing*. The decision of the Board will be dispositive of such dispute in question.

25. Corner Lot Sight Line Restrictions:

- A. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between *two* (2) and *six* (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points *twenty-five* (25) feet from the intersections of the street lines, or in the case of a rounded property lines extended.
- B. The same sight line limitations shall apply on any lot within *ten* (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.
- C. No tree shall be permitted to remain said distance of said intersections unless the foliage line is maintained at the sufficient heights to prevent obstruction of such sight lines.

26. Temporary Residence: No trailer, basement, tent, shack, garage, barn, or other out-building erected on any lot shall, at any time, be used as a residence, temporarily or permanently; nor shall any residence of a temporary character be permitted.

27. Time-sharing or Interval Ownership: No time-sharing or interval ownership of any lot or single-family dwelling erected thereon shall be permitted. However, this provision shall not prevent the leasing of any single family dwelling to a tenant for normal single-family residential purposes.

28. Easements: The easements shown on the plat of Seacrest Estates Incorporated recorded in the public records of Indian River County, Florida (see the Articles of Incorporation, schedule "A") are hereby reserved as perpetual easements for installations and maintenance.

29. Private Road Right of Ways:

- A. All of the above private road right of ways shall be dedicated to the property owners for their use and shall be maintained by the property owners. The cost of maintenance shall be shared *equally* on a per lot basis.
- B. The Orchid Isle Estates Property Owner's Association, Inc. shall have the right to place a lien on the property lots in the event the owners fail to pay their share of the maintenance cost and/ or approved assessment.

30. Construction Activity Work and Delivery Hours:

- A. All construction activity and personnel must begin work no earlier than 7:00 A.M. and must cease work and leave the subdivision by no later than 5:00 P.M.
- B. There shall be no construction activity on Sundays or any legal holidays.
- C. There shall be no truck deliveries of any kind made after 5:00 P.M. on any day.

31. Mineral, Oil and Gas Exploration and Production: No oil and gas drilling, oil and gas development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon any lot, nor shall oil or natural gas wells, tunnels, mineral excavation or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lots.

32. Validity Period: These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 15, 2015, at which time said covenants and restrictions shall automatically be extended for successive periods of *ten* (10) years, unless it is agreed, by vote of *majority* of the then owners of the lots, to change said covenants and restrictions in whole or in part.

33. Amendments: Anything in this declaration to the contrary notwithstanding these restrictions, reservations, and covenants may be amended from time to time by recording among the public records of Indian River County, Florida, an instrument signed by *majority* of the then record owners of the lot or tracts in Orchid Isle Estates subdivision.

34. Breach of Restrictions:

- A. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under Orchid Isle Estates Property Owner's Association, Inc., or by virtue of any judicial proceedings, Orchid Isle Estates Property Owner's Association, Inc., and the lot owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation of these restrictions, to enter upon the property where such entry and abatement or removal shall not be deemed a trespass.
- B. The failure to enforce any right, reservation, restriction, or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

35. Architectural Review Committee (ARC): the Orchid Isle Estates Property Owner's Association, Inc. Board of Directors shall form a committee known as the Architectural Review Committee (ARC). The ARC will be comprised of three (3) Association members. The chairperson shall be a member of the Orchid Isle Estates Property Owner's Association, Inc. Board of Directors.

36. Architectural Planning Criteria: The Orchid Isle Estates Property Owner's Association, Inc. Board of Directors shall adopt and modify or amend from time to time the Architectural Planning Criteria (see EXHIBIT "A"). The Architectural Planning Criteria is established to aid the homeowner, contractor, and the ARC to facilitate construction and improvement proposals.

37. ARC Approval: No residential dwelling, building, or other structure shall be erected on any residence lot until the design and location thereof has been approved, *in writing*, by the ARC. The ARC will review the plans within *thirty* (30) days of submission and return *one* (1) set of the plans either with or without recommendations as would either improve the opportunity for subsequent approval, or otherwise reject the likelihood of such plans. In the event that the ARC fails to respond within *thirty* (30) days after submission of the plans, the same shall be deemed to have been approved as submitted and no further action shall be required.

38. Invalidation: Invalidation of any of these covenants by judgment, decree, or court order shall in no manner affect any of the other provisions.

39. Governing Law: This property is governed by Florida statutes with regard to construction requirements in coastal building zones and all owners agree to abide by the requirements of said statute when building thereon.

In witness whereof, Orchid Isle Estates Property Owner's Association, Inc., has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Vero Beach, Indian River County, Florida this _____ day of _____.

Orchid Isle Estates Property Owner's Association, Inc.
Post Office Box 39
Wabasso, Florida 32970

By: _____

Attest: _____