

**DEED OF  
RESTRICTIONS**

## DEED OF RESTRICTIONS

### AMENDED AND RESTATED DECLARATIONS OF COVENANTS CONDITIONS AND RESTRICTIONS OF HOLLYWOOD ESTATES

THIS AMENDED AND RESTATED DECLARATION made this 29th day of December, 1988 by T&W DEVELOPERS, INC., a Florida corporation (herein "Declarant") and HOLLYWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. (herein "Association") and each of the LOT OWNERS OF HOLLYWOOD ESTATES (herein "Residents").

#### RECITALS:

A. The Declarant is the developer of certain real property known as Hollywood Estates and which is more particularly described as follows:

Hollywood Estates Subdivision, Blocks "A" through "E"  
according to the plat thereof recorded in Plat Book 23,  
pages 93 and 94, Public Records of Brevard County, Florida.

and

B. The Declarant and the Association desire to amend, correct, clarify and update previous restrictions imposed upon Hollywood Estates. This Amended and Restated Declaration shall supersede all previous restrictions, shall run with title to all of the lots comprising Hollywood Estates and shall be effective upon execution hereof.

#### ARTICLE I DEFINITIONS

1.1 "Owner" shall mean and refer to the record owner whether one or more persons or entities of fee simple title to any lot which is a part of Hollywood Estates.

1.2 "Lot" shall mean and refer to each platted lot shown upon the recorded subdivision map of Hollywood Estates.

1.3 "Hollywood Estates Review Committee" (herein "HERC") shall consist of five persons, consisting of two members of the Hollywood Estates Homeowners Association, Inc. (The two Association members will be voted upon by the membership. If there are no nominees, they shall be appointed by a majority vote of the Board of Directors of the Association Directors.) Two members of the Hollywood Estates Review Committee shall be appointed by the Declarant. The fifth member of HERC shall be a lot owner at Hollywood Estates who is mutually selected by the Declarant and the Association. HERC shall have the power to regulate and control all aspects of the General Covenants and Restrictions as hereinafter set forth. Meetings shall be held not less often than quarterly.

#### ARTICLE II GENERAL COVENANTS AND RESTRICTIONS

2.1 All mobile homes placed on a mobile home site must meet standards as to size, type, and quality as set forth by HERC from time to time, for the mutual protection of all, and in order to maintain the high esthetic qualities of Hollywood Estates. The minimum size mobile home shall be 24 feet by 36 feet body length. The base of each mobile shall be enclosed with materials and in a manner approved by HERC. Further, the mobile shall be anchored in accordance with the City of West Melbourne building code. HERC shall have the right of prior approval over the construction of any carport or patio. No more than one mobile home shall be placed on each lot.

2.2 No clothing or any other household 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. The location shall be approved in advance by HERC.

2.3 The laws and ordinances of the State of Florida, Brevard County and the City of West Melbourne as well as the rules and regulations of the administrative agencies now or hereafter in effect or hereby incorporated and made a part hereof.

2.4 No wells of any nature shall be drilled without the approval of HERC.

2.5 A mailbox showing the owner's name or a name sign will be permitted after approval by HERC. No other signs or advertisement will be permitted without the express written consent of HERC.

2.6 No animals other than domestic pets shall be permitted. All pets shall be kept on a leash when not confined to the Lot Owner's property. No household pets shall be permitted to make excessive noise or otherwise constitute a nuisance to other residents.

Pet owners are required to clean up after pets when walking them along the streets of Hollywood Estates. No pets shall be permitted in the recreation area at any time. No pet enclosures, kennels (Permanent or temporary) shall be permitted on Lot Owner's property.

2.7 No building (addition or accessory), mobile home, fence, wall or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape height, floor plan, materials, location and approximate cost of such structure have been submitted to and approved in writing by HERC. HERC's failure to give notice of its disapproval of such plans and specifications within the thirty days after receipt thereof by HERC shall be deemed to constitute its approval thereof

2.8 No children under 18 years of age shall reside in said subdivision on a permanent basis. However, residents may have children as guests as long as they are not enrolled in Brevard County, Florida schools.

2.9 The recreational facilities shall be open to all residents of Hollywood Estates without charge. Each Owner shall be held responsible for any damage to the recreational facilities resulting from individual negligence or intentional act. Use of the recreational facilities will be restricted to Lot Owners and their guests. All guests must wear Lot Owner identification tags.

2.10 No child under the age of 14 years shall be permitted to use the recreational facilities unless accompanied by an adult Lot Owner.

2.11 All garbage or trash must be sacked or wrapped and placed in an approved container, which must be kept closed and in good condition, with tight covers. All landscaping trimmings shall be placed upon the street side of home site for collections. Collection schedules shall be available from the Declarant.

2.12 No outdoor dish or array antennas shall be permitted.

2.13 HERC may establish reasonable parking rules and regulations. All personal vehicles must be parked on the Lot Owner's property in the area provided (not on the lawn). No street parking will be allowed at any time except for deliveries, pickups or short time visitors. Overnight visitors may park automobiles at the recreation area parking lot. The parking of commercially licensed vehicles and recreational vehicles, utility trailers, boat trailers, boats, etc. in the parking lot of the recreation area is prohibited. Boats and boat trailers may be stored in Lot Owner's carport at any time. No recreational vehicles shall be parked at or on the Lot Owner's property for more than three days except for Lot Owners who have erected permanent covered storage.

2.14 The parties stipulate and agree that the Declarant shall have the right of access onto all Lots at reasonable times for purposes of inspection and maintenance of all structures and systems for which the Declarant has maintenance responsibility.

2.15 Declarant shall have the right to mow lawns on any lots as it may deem necessary to maintain the neat and orderly appearance of Hollywood Estates. Each Lot Owner agrees to pay a reasonable fee for such service.

2.16 These General Covenants and Restrictions shall be deemed covenants running with the land. They may be amended, altered or rescinded in the following manner:

2.16.1 The amendment of the foregoing General Covenants and Restrictions shall be accomplished by the verified execution of at least one of the Lot Owners of more than one-half of the Lots in Hollywood Estates of a written instrument in duplicate setting forth the amendment. The original copy of this instrument shall be permanently kept in the records of the Association and the duplicate shall be maintained in the records of the Declarant. It shall not be necessary for this amendment to be recorded in the public records. Instead, a memorandum of the amendment stating the amendment, the date of adoption and execution by the President and attested by the Secretary of the Association shall be recorded in the Public Records, Brevard County, Florida.

2.16.2 These covenants and restrictions may be enforced by suit in equity and the waiver of one or more violations shall not constitute a waiver of any repetition thereof. In the event any one or more of these restrictions shall be held to be invalid, this shall not invalidate the remainder of them.

### ARTICLE III SERVICES PROVIDED BY DECLARANT

3.1 Declarant agrees to furnish the following services:

3.1.1 The maintenance, repair, and custodial duties of the recreational facilities and equipment therein.

3.1.2 Provide for the collection of garbage, trash, and trimmings at least twice a week at reasonable hours.

3.1.3 Operation and maintenance of street lights.

3.1.4 Security patrol.

3.1.5 Provide Cable Television basic services.

3.1.6 Maintenance, trimming and weeding of Subdivision Entrance (including lights) and the Gail Boulevard median strip; subject, however, to rules, regulations and orders received from the City of West Melbourne.

3.1.7 Maintenance, repair and upkeep of the perimeter fence around Hollywood Estates Subdivision; subject, however, to the rights of individual lot owners.

3.2 Each Lot Owner agrees to pay the Declarant a monthly service fee for services provided by the Declarant as described in paragraph 3.1.

3.3 The burden for insistence upon any increase in the monthly service charge shall be upon the Declarant and the burden for insistence upon any decrease in said charge shall be upon the Association.

3.4 The monthly service charge shall increase or decrease in accordance with changes that may occur from time to time in the Consumer Price Index for all Urban Consumers, (hereinafter "CPI(U)") published by the United States Department of Labor, Bureau of Labor Statistics, with the base period 1967 equals 100. As a condition precedent to an increase or decrease in the monthly service charge, there must have occurred, since the last change in the charge, an increase or decrease in the CPI(U) Index of at least 6.2 index points.

3.5 The method for calculating any increase or decrease of the monthly service charge, is as follows: multiply the currently monthly service charge by a fraction, the numerator of which shall be the most current CPI(U) index usable (consistent with the statutorily required notice provisions of Florida law) and the denominator of which shall be the CPI(U) index for the month of the last used CPI(U) in the monthly service charge. For example:

CURRENT MONTHLY SERVICE CHARGE	NUMERATOR= NEW CPI(U)	NEW MONTHLY FEE
\$45.00 x	$\frac{333.1}{325.5}$	= \$46.05
	DENOMINATOR= CPI(U) LAST CHANGE	

3.6 Service charges together with interest, costs and expenses of collection and reasonable attorney's fees shall be and constitute a charge upon the Lot subject thereto and its appurtenances and shall become a lien upon such Lot and appurtenances if not paid when due. The lien will be effective from and after the recording of a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due have been fully paid. The lien herein prescribed shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the Mortgage is recorded have been paid. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive from the Declarant a satisfaction of such lien in recordable form.

3.7 The provisions of this Article III shall be subject to change or amended only in accordance with that certain Amended partial Declaratory Judgment dated January 5, 1988 bearing case no. 87-5922-CA-D/C, a copy of which Amended Partial Declaratory Judgment is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

T&W DEVELOPERS, INC.

HOLLYWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Prepared by and Return to:  
Russell E. Klemm, Esquire  
Clayton & McCulloh  
1055 Maitland Center Commons Blvd.  
Maitland, FL 32751

CFN:2004000431 01-02-2004 11:10 am  
OR Book/Page: 5162 / 0506

Scott Ellis  
Clerk Of Courts, Brevard County

#Pgs: 8 #Names: 2  
Trust: 4.50 Rec: 33.00 Serv: 0.00  
Court: 0.00 Excise: 0.00  
Mfg: 0.00 Int Tax: 0.00

**CERTIFICATE AND MEMORANDUM OF AMENDMENT TO THE AMENDED AND  
RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
HOLLYWOOD ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

That on this 20<sup>th</sup> day of December, 2003 the undersigned, HOMEOWNERS  
ASSOCIATION OF HOLLYWOOD ESTATES, INC., (hereinafter the "Association"), an Association  
Incorporated in Florida, pursuant to Chapter 723 and Chapter 617, Florida Statutes, pursuant to the AMENDED  
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
HOLLYWOOD ESTATES, recorded in Official Records Book 2977, Page 2118, *et seq.*, of the Public  
Records of Brevard County, Florida, as amended and supplemented (hereinafter referred to as the  
"Declaration"), hereby certifies that the Amendment to the Declaration, which Amendment is attached  
hereto and by reference made a part hereof, was duly adopted on the 20<sup>th</sup> day of December  
2003. Said Amendment was approved pursuant to Article II, Section 2.16.1 of the Declaration by a  
written and verified instrument executed in duplicate setting forth the Amendment, executed by at least one  
of the Lot Owners of more than one-half of the Lots in Hollywood Estates.

The Association conducted a meeting of the Board of Directors of the Association and the Board  
of Directors unanimously passed and ratified the attached Amendment.

With the exception of the above Amendment, all other terms and conditions of the Declaration shall  
remain in full force and effect.

IN WITNESS WHEREOF, HOMEOWNERS ASSOCIATION OF HOLLYWOOD  
ESTATES, INC., has caused these presents to be executed in its name, this 20<sup>th</sup> day of December

\_\_\_\_, 2003

Signed, sealed and delivered

HOMEOWNERS ASSOCIATION OF HOLLYWOOD  
ESTATES, INC.

in the presence of:

Roland A. Page  
(Sign)  
ROLAND A. PAGE

(Print)  
John C. D'Amico  
(Sign)

John C. D'Amico  
(Print)

By: Raymond A. Salmons  
(Sign)  
President, Homeowners Association of Hollywood  
Estates, Inc

Raymond A. Salmons  
(Print)


By: Delores L. Hayman  
(Sign)  
Secretary, Homeowners Association of Hollywood  
Estates, Inc

DELORES L. HAYMAN  
(Print)

Association Address: o/o Clayton & McCulloh  
1065 Maitland Center Commons Blvd.  
Maitland, Florida 32751

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Certificate and Memorandum of Amendment to the Amended and Restricted  
Declaration of Covenants, Conditions and Restrictions of Hollywood Estates, was acknowledged before  
me this 20 day of Dec, 2003 by Raymond A. Salmons, as  
President of the Homeowners Association of Hollywood Estates, Inc., a Florida corporation, on behalf of  
the corporation.

  
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NOTARY PUBLIC

*Helene D. Justice*

State of Florida, At Large  
(Print Name)

My Commission Expires



OFFICIAL NOTARY SEAL  
HELENE D. JUSTICE  
COMMISSION NUMBER  
CC067119  
MY COMMISSION EXPIRES  
MAY 2, 2004

PERSONALLY KNOWN

PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED:

STATE OF FLORIDA  
COUNTY OF BREVARD

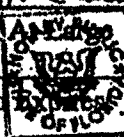
The foregoing Certificate and Memorandum of Amendment to the Amended and Restricted Declaration of Covenants, Conditions and Restrictions of Hollywood Estates, was acknowledged before me this 2nd day of Dec, 2003 by Helene D. Justice, as Secretary of the Homeowners Association of Hollywood Estates, Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC

*Helene D. Justice*

State of Florida, At Large  
(Print Name)

My Commission Expires

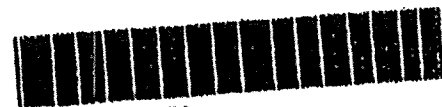


OFFICIAL NOTARY SEAL  
HELENE D. JUSTICE  
COMMISSION NUMBER  
CC067119  
MY COMMISSION EXPIRES  
MAY 2, 2004

PERSONALLY KNOWN

PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED:



CFN:2004000431  
OR Book/Page: 5162 / 0508

↓  
THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Russell E. Klemm, Esquire  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Blvd  
Maitland, Florida 32751



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**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF HOLLYWOOD ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, as that term is defined in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOLLYWOOD ESTATES, recorded in Official Record Book 2977, Page 2218, *et seq.*, of the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"), hereby execute, approve and consent to this Amendment to the Declaration (hereinafter referred to as the "Amendment"), which was duly adopted by obtaining the requisite approval as required by the Declaration, Pursuant to Article II, Section 2.16.1 of the Declaration, and the Amendment was executed and approved by more than one-half of the Lots in Hollywood Estates, as such approval is defined in the Declaration. The Execution, Approval and Consent of the Owners are attached to the Amendment in multiple counterparts and incorporated by reference herein. This Amendment shall be effective upon its recordation in the Public Records of Brevard County, Florida.

(NOTE THAT ADDITIONS ARE INDICATED BY UNDERLINING AND DELETIONS ARE INDICATED BY STRIKEOUTS):

**ARTICLE II**

**2.8 No children under 18 years of age shall reside in said subdivision on a permanent basis:**



~~However, residents may have children as guests as long as they are not enrolled in Brevard County schools.~~

2.8.1 Age 55 Provision. It is the intent of this Age 55 Provision that the Association will comply with the Federal Fair Housing Act, the Florida Fair Housing Act and any other applicable federal or state law or regulation, as amended from time to time, which allow the Association to restrict the occupancy of the lots based on age provided certain criteria are met.



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2.8.2 At least one person who is fifty-five (55) years of age or older shall occupy permanently at least eighty percent (80%) of all the lots, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, which regulation shall apply to all occupancy calculations under this provision. Such occupant shall be a lot owner or a tenant of a lot owner. Persons under fifty-five (55) years of age who are also age eighteen (18) years or older may occupy and reside in a unit if one of the other permanent occupants of the lot is age fifty-five (55) years or older. Persons under eighteen (18) years of age shall not permanently occupy a lot except as set forth herein, but such persons age eighteen (18) years or less may occupy a lot only on a temporary basis, not to exceed two (2) weeks in any calendar year.

2.8.3 Notwithstanding the requirements set forth in subsection 2.8.2 above, and except as set forth in subsection 2.8.4 below, the following exceptions to the aforesaid age restrictions shall apply as permitted by the Association's Board of Directors on a case-by-case basis:

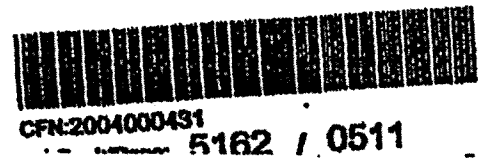
2.8.4 If an owner who was fifty-five (55) years of age or older dies, then the Board of Directors may waive the requirement for one occupant of this lot to be age fifty-five (55) years or older. This

exception for each such lot shall lapse upon transfer of the lot to a person who was not an heir of the deceased lot owner. For the Board of Directors to consider this exception, the deceased lot owner's heir(s) shall notify the Association's Board of Directors within thirty (30) days of the death of a lot owner who was over fifty-five (55) years of age.

2.8.5 In the event of a divorce the result of which is that there is no longer an occupant in the lot who is age fifty-five (55) years or older, the Board of Directors may waive the requirement for one occupant of this lot to be age fifty-five (55) years or older. This exception for each such lot shall lapse upon transfer of the lot. For the Board of Directors to consider this exception, the lot owner(s) shall notify the Association's Board of Directors within thirty (30) days of the effective date of said divorce.

2.8.6 The restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to those lots in which no person age fifty-five (55) years or older occupies such lot as of the date of adoption of this provision, for as long as such lot remains permanently occupied by one or more of the same occupants. This exception for each such lot shall lapse upon transfer of the lot to a new owner or tenant.

2.8.7 If a person under eighteen (18) years of age is or becomes the legal ward of a lot owner who is age fifty-five (55) years or older or if such person under eighteen (18) years of age is or becomes otherwise economically or medically dependent upon such lot owner, the Board of Directors may waive the two (2) year limitation for occupancy by such underaged person on a yearly, case-by-case basis. However, this exception shall only be available for lots occupied by the owner thereof who is fifty-five (55) years of age or older.



2.8.8 The Board of Directors may consider other exceptions for hardship situations on a case-by-case basis.



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2.8.9 None of the foregoing exceptions shall be permitted where granting such exception will result in the Association violating the Fair Housing Act or its implementing regulations or where granting such exception will result in the Association losing its right to enforce its Declaration. It shall be the responsibility of the Board of Directors to determine whether eighty (80%) percent of the lots subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, are occupied by at least one person who is age fifty-five (55) years or older. The Board of Directors shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy after the effective date of this provision where such occupancy would create a violation of the required percentage as set forth in Title 24, United States Code of Federal Regulations, Part 100.

2.8.10 To implement this provision according to the Federal Fair Housing Act and all amendments and implementing regulations thereto, the Board shall undertake the following actions:

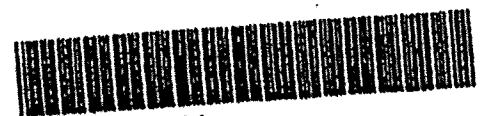
(a) This provision shall be published to all lot owners and tenants to demonstrate this Association adheres to policies and procedures intended to provide housing for persons fifty-five (55) years of age and older.

(b) The Association shall adopt such rules and regulations as are necessary so as to insure compliance with the regulations issued by the United States Department of Housing and Urban Development and set forth in Title 24, United States Code of Federal Regulations, Part 100, and the Florida

Administrative Code, as same may be amended from time to time, for verification of occupancy by reliable survey and affidavits and for the maintenance of records demonstrating that at least one person who is age 55 years or older occupies at least 80% of the lots.

(c) All Lot Owners shall be required to apply to the Association prior to the sale, conveyance or transfer of their Lot, and all Lot Owners shall provide such information as is necessary to the Board of Directors, to ensure that the Hollywood Estates Subdivision maintains it's 55 and older status and otherwise is in compliance with the Federal Fair Housing Act and Florida Fair Housing Act, and any amendments or modifications thereto.

(d) No Lot Owner shall sell, convey or transfer any Lot in the Hollywood Estate Subdivision, without first applying to, and receiving the written approval of, the Association's Board of Directors or it's designated representative.



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