

**DECLARATION OF RESTRICTIONS OF REAL ESTATE**  
**Book 3113, pages 351-3521 of Brevard County Clerk Records**

THE MEADOWS WEST P.B. 37 PG 57

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MEADOWS WEST 50, INC, hereinafter called OWNERS are the owners of land in the county of Brevard, State of Florida, more particularly described as follows:

THAT PORTION OF THE EAST  
260.00 FEET OF LOT 120, SECTION 20, TOWNSHIP 22 SOUTH, RANGE 35 EAST, AS  
SHOWN ON THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY, AS  
RECORDED IN PLAT BOOK 2, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD  
COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF BLOCK 1, THE HAMLET  
PHASE ONE, AS RECORDED IN PLAT BOOK 33, PAGE 9 OF SAID PUBLIC RECORDS,  
AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF ZOLTAN DRIVE, AS  
SHOWN ON SAID PLAT OF THE HAMLET PHASE ONE, AND ALSO LYING NORTH OF  
THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50,

and

LESS AND EXCEPT THE WEST 25.00 FEET THEREOF.

WHEREAS, OWNERS desire that all of the above described real property be subject to like restrictions for the mutual benefit and protection of itself and all persons, both real and corporate, who hereafter may purchase or require said property or any part thereof, or any interest in or lien upon said property or any part thereof.

NOW THEREFORE, in consideration of the promises, OTHERS do hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding on the said OWNERS and upon each and every person, both real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

1. LAND USE AND BUILDING TYPE: No building shall be erected, altered, placed or permitted to remain on the above described land other than residential units. Each lot is hereby restricted to residential or recreational use by the owner or owners thereof, their immediate families, tenants, guests and invitees.

2. HOMEOWNERS ASSOCIATION: There shall be established a Homeowners' Association hereinafter referred to as "association," composed of record owners of each lot. The association shall be The Meadows West Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas of the development and collect from the owners and pay all common expenses such as maintenance of the common area and, if necessary, street lighting charges, garbage collection charges, cable, TV, fire and extended coverage and liability insurance, if feasible. The Association shall have all the power and duties set forth in this Declaration and the Articles of Incorporation and Bylaws, and as granted by the laws of the State of Florida to non-profit corporations.

3. MEMBERSHIP AND VOTING RIGHTS OWNERS and all persons hereafter owning a vested present interest in the fee title to any one of the lots in the development and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members of the Association, and their membership shall automatically terminate when they no longer own such interest.

There shall be one vote per lot in the development. The owner of each lot shall be entitled to cast one vote. Where the lot is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such lot, and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such lot which he is a part until such

authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include OWNERS.

4. POWERS OF THE HOMEOWNERS ASSOCIATION: The Association shall have the power to make and establish reasonable rules and regulations governing the use of the units and grounds in the above described property. The Association shall have the power to levy and collect assessments against the owners of the lots for the purpose of maintaining or repairing the property in the event that the owner of a lot should fail to maintain his property. Each owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the unit and which may now or hereafter be affixed or contained within the lot. Such owner shall further be responsible for the maintenance, repair, and replacement of all walls, roofs, and exterior surfaces of the unit and all other buildings or structures located on his property, including his unit, except where the Association may have insurance coverage. Such lot owner shall further be responsible for the maintenance of the grounds of his lot, including the lawn, shrubbery, trees and plants located on his property. Each lot owner shall contribute his pro rata share of the expense of the maintenance of the common property to the Association. Said lot owner shall pay to the Association his pro rata share of the charges for city water, sewer, garbage collection, cable TV, and if applicable, insurance payments. In the event an owner fails to maintain or repair the property as required the Association shall have the right to maintain or repair the property as required and shall have the right to assess the owner for the reasonable cost of such maintenance or upkeep. If all sums due from the lot owner are not paid by said owner within ten (10) days after being provided with a written notice of the charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the said Association.

5. ARCHITECTURAL CONTROL No building or other structure shall be erected, placed or altered on any building lot until two (2) sets of the building plans, two (2) sets of specifications and two (2) copies of a plot plan have been submitted to the board of Directors of the Association and the same approved by it in writing in the following particulars: (1) that said building or other structure complies in all respects with these restrictions and conditions, (2) that said building or other structure is in conformity and harmony not only with respect to the topography and finished ground elevations, but also with the architectural design of completed or proposed other structures located on said property. The Association's approval of said plans, specifications and plot plans, specifications and plot plans, the other copy of which to be retained by the Association. In the event the Association fails to approve or disapprove such design or location within thirty (30) days after the same have been submitted to the Association, such approval will not be required and this covenant will be deemed to have been fully complied with. The lots subject to this Declaration shall not be partitioned.

6. FENCES: With the exception of the existing fences or party walls as of the date of this instrument, no fence or fence walls shall be constructed, erected or maintained on or around any portion of a lot without the express written consent of the Association. No alterations or modifications of the existing fences and party walls may be made without the consent of the Association. The owners of the units having party walls shall at all times maintain said party walls in a good state of repair. This provision shall not apply to the OWNER or a builder during the construction phase of the project to be constructed on the subject property.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs of like size used by a builder to advertize the property during the construction and sales period. This provision shall not apply to OWNER, its successors or assigns.

8. MAINTENANCE OF VACANT LOTS AND DWELLINGS: Once a lot has been sold by OWNER, the same shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, then the said OWNER, its successors and/or assigns shall have the right to enter upon said lot for the purpose of cutting and removing each overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the owner of such lot. If not paid

by said owner within (30) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the said interstate, its successors and/or assigns.

9. GARBAGE AND TRASH DISPOSAL: No lot shall lie used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except for pick-up, if required to be placed at the curb, all garbage containers shall be within a walled enclosure of such height, design and construction so that no garbage containers can be seen from the street. There shall be no burning of trash or any other waste material.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind except by lawful permit obtained from applicable governmental body.

11. TEMORARY STRUCTURES: No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporary or permanent.

12. LIVESTOCK, POULTRY: No livestock, horse, poultry, or animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

13. CLOTHESLINES: There shall be no clothesline placed in the common areas, and no fence shall be used as a clothesline. Clotheslines are permitted behind fenced areas that are not visible to the other lots in the planned unit development.

14. BASEMENTS: Basements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the said OWNERS. 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 water through the drainage channels in the easements, or which are or might be prohibited by public authority to whom said easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, for which a public authority or utility company is responsible.

15. TERM: These covenants are to run with the land, and except as they may or might be amended in accordance with paragraph 16, shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof and these covenants and restrictions shall be automatically extended for successive period of ten (10) years unless by a vote of the then owners of a majority of the lots it is agreed to change said covenants and restrictions in whole or in part.

16. AMENDMENT: So long as OWNER owns 50% or more lots or so long as the entity to whom the OWNER specifically assigns the rights under this paragraph 16, or its subsequent assignees of this specific right, owns 50% or more lots, owner, or its just mentioned specific assignee, may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the public records of Brevard County, Florida. At any time after OWNER, or its just mentioned specific assignee, no longer owns 50% of the lots, the then owners of at least a majority of the lots may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the public records of Brevard County, Florida. Prior to changing, altering or adding to these restrictions, approval of the Titusville City Council must be obtained.

17. ENFORCEMENT: If the owner or owners of property in THE MEADOWS WEST any other person or persons, or any of them, or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in THE MEADOWS WEST or OWNER to prosecute any proceedings at law or in equity against the person or persons violating or attempting to

violate any such covenant or restriction and either to prevent him or them by injunction from so doing or continuing to do such acts and/or to recover damages or other dues for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees, including appeal, incurred by any moving party, in any legal proceeding which results in the successful enforcement and/or restraint, by injunction or otherwise, of any covenant or restriction, including paragraphs 4 and 8 above, contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

18. SEVERABILITY: Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. DRAINAGE AND UTILITY BASEMENTS: Except for any construction preformed pursuant to specific prior approval from the City of Titusville, Florida, there shall be no construction whatsoever in any areas designated on the plat as a drainage or utility easement.

20. EXTERIOR CONTROL: No owner of any lot may change, alter or add to the exterior of his respective unit without the prior written approval of the Association. No porches shall be enclosed with windows without a permit from the City of Titusville.

21. TRANSFER OF CONTROL TO HOMEOWNERS' ASSOCIATION: OWNERS shall exercise all of the powers and duties of the Association until such time as fifty percent (50%) of the lots have been sold. At that time, the Association shall be formed and shall assume all power and duties provided herein.

22. DEFAULT: The holder of an Institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale resulting from the foreclosure of an institutional first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lot or chargeable to the former lot owner which became due prior to such acquisition of title. Such unpaid liens and assessments shall be collectable from all lot owners. Any person who acquires an interest in a lot, except through foreclosure of an "Institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor, for all unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument an Institutional First Mortgage means any lending institution or real estate investment trust having a mortgage lien upon a lot and includes any insurance company doing business in Florida and approved by the commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association, Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida; a mortgage banking company licensed in the State of Florida; any "Secondary Mortgage Market Institution" which includes Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; their successors and/or assigns.

23. STREET LIGHTING: In the event the street lighting facilities installed in THE MEADOWS WEST were installed by Florida Power and Light, they shall not be removed prior to the year 2,001.

24. OCCUPANCY: No unit shall be occupied by more than four (4) persons

This restriction shall not apply to visiting family or friends, nor shall it apply to babies born subsequent to occupancy.