

THE RIVERSIDE HOMEOWNER'S ASSOCIATION, INC.

AMENDED DECLARATION OF RESTRICTIONS

WHEREAS, CARRIGAN & BOLAND, INC., the former owner, which has been succeeded by the Riverside Homeowner's Association, a non-profit corporation, hereinafter called the Association, has heretofore platted a certain subdivision known as replat of Riverside Subdivision, and the plat thereof has been recorded in Plat Book 18, Page 46, Public Records of Brevard County, Florida, and

WHEREAS, the said Association does now desire that all the said property be subject to like restrictions for the mutual benefit and protection of itself and the persons who may hereafter purchase said property or any portion thereof;

**NOW THEREFORE**, said Association does hereby declare said property to be subject to the following conditions, restrictions and reservations binding upon every person or corporation who shall hereafter become the purchaser or owner of the said property.

1. RIVERSIDE SUBDIVISION shall have annual assessments and special assessments when necessary, levied by the Association that shall be used exclusively for the purpose of promoting the aesthetics, safety and welfare of the residents, and in particular for the improvement and maintenance of common areas and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, fixtures, materials, management, maintenance, vandalism repair and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association. The Association shall keep the common areas in good repair, including, but not limited to, maintenance of the boat dock, seeding, watering and mowing, pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management.

2. That no part of any dwelling shall be so constructed that any part thereof shall be nearer the adjacent street line than twenty-five (25) feet, and the front of any dwelling must not be more than thirty (30) feet from the adjacent street line, except as hereinafter provided. On all lots with frontage on the Indian River, no part of any dwelling shall be so constructed that any part thereof shall be nearer the adjacent street line than thirty (30) feet and no dwelling shall be so constructed that the front of same shall be no further removed from the said adjacent street line than forty (40) feet. No building shall be erected nearer to the rear lot line than twenty-five percent (25%) of the depth of the lot. No building shall be erected nearer to any side line than ten percent (10%) of the width of the lot. On corner lots, no building shall be erected nearer than twenty-five (25) feet to the side streets of said lot. No residence shall be erected on any lot bordering on the Indian River nearer than forty (40) feet to the lot line bordering on the Indian River.

3. In all cases of irregular lots, including all waterfront lots, the location of a proposed building shall be shown on the plans and subject to the approval of the Association at the same time that the plans are approved.

4. (A) No building, fences, or walls shall be erected, placed or altered on any of the said lots beyond the building setback line until after the plans, specifications and locations of the same shall have been approved by the association.

(B) THE BOUNDARY WALL ALONG SOUTH TROPICAL TRAIL:

1) The following restrictions and criteria are to be used in replacement or modification of any portion of the wall:

a) Walls, exclusive of pilasters, shall be no more than six (6) feet above the adjacent exterior general ground level.

b) The exterior finish, color and cap shall conform to that of the existing wall, with any changes approved by the Association.

c) The additions must run from pilaster to pilaster, regardless of owner boundaries.

d) Breaks or steps in the wall will occur only at pilasters and will not exceed 16 inches (two courses of block).

e) Pilaster height will be that of the highest adjoining wall section.

f) In the event the wall is damaged for any reason, the responsibility for repair rests with the owners of the property along that particular section of the wall. The wall must be restored in conformance with the preceding restrictions and criteria.

5. No detached structures, garages or outbuildings of any kind or nature, except for garden or ornamental structures, shall be erected or constructed on any lot except for that portion of the lot to the rear of the home and on the inside portion of corner lots, unless approved by the association.

6. In no event may any animal be kept on the property for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by excessive barking or other acts. Upon the receipt of written complaints from three or more homeowners, the Board of Directors will make recommendations to resolve the problem, or as a last resort, request that the animal creating the nuisance be removed.

7. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet for a one story building, and not less than eighteen hundred (1800) square feet for a building of more than one story, the lower floor of said dwelling shall have not less than twelve hundred (1200) square feet and the upper floor of said dwelling shall have not less than six hundred (600) square feet. Any dwelling constructed on any riverfront lot shall have a floor area in the main structure of said dwelling, exclusive of one story open porches and garages, of not less than eighteen hundred (1800) square feet.

8. All lots in said subdivision shall be used only for residential purposes and no business whatsoever shall be conducted on the same, and no more than one family residence and one private garage shall be erected on any one lot.

9. No structure of a temporary character, trailer, basement, tent, shack, garage or barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

10. (A) Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Association, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade or elevation.

(B) Procedure. The Associations' approval or disapproval as required in these covenants shall be in writing. In the event the Association fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event of no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. Boat landings, boathouses, docks, piers and mooring posts shall be constructed only in accordance with plans and specifications previously approved in writing by the Association. Boat landings, boathouses, docks, piers and mooring posts shall not be constructed so as to extend into the canal beyond a distance of eight (8) feet from the normal waterline of the canal fronting the lot. The uppermost point of any boat landing, boathouse, dock, pier or mooring post shall be no higher than eleven (11) feet above the mean water level. No boat landings, boathouses, docks, piers or mooring posts or any part thereof shall be constructed nearer than five (5) feet from any side lot line. No boat slip or canal shall be dug or excavated into any of the waterfront lots without the approval of the association as to location, design or construction, and the Association shall have the express right to refuse the construction thereof. No vessel or boat shall be anchored or moored off shore in any of the waterways adjacent to the subdivision so that the same would interfere with navigation. All owners and occupants of lots shall have an easement in common for the purpose of navigation in the waterways. The conveyance of property bordering the river or canal is limited to the platted property and does not include any waters, submerged lands, riparian or littoral rights, all of which are reserved to the Association; provided, however, that the said Association shall not place any obstructions in the said canal or river. Any boat landings, boathouses, docks, piers and mooring posts placed in the Indian River must have the approval of the appropriate State and Federal Agencies.

12. No lots or parcels shall be increased in size by filling in the waters upon which it abuts. The elevation of the lot shall not be changed so as to materially affect the surface grade or waterway.

13. Nothing shall be done on any lot or any waterway which may be or may become an annoyance or nuisance to the neighborhood. No waste water, garbage or other refuse from the premises shall be placed or emptied in or upon the shoreline or waters of any canals or waterways, nor should any refuse such as cans, cartons, discarded machines or furniture be placed in or on the shoreline of the canal or waterways.

14. Garbage cans, garbage and other materials waiting to be hauled away from the premises shall be placed adjacent to the nearest street. On days not scheduled for garbage or trash pickup, cans should be screened from view from the street by a suitable enclosure such as shrubbery, hedges, lattice enclosure, or by other means acceptable to the association. Clotheslines shall be of the tree type only.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. All buildings shall conform to zoning restrictions.

16. All lots with structures thereon and all buildings hereafter constructed in the subdivision shall connect to the sewage system.

17. Nothing shall be done or maintained on any lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what is or what may become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing.

18. Parking and storage of motor vehicles, recreational vehicles, boats and trailers.

(A) Definitions of aforesaid equipment can be found in the Brevard County Code of Ordinances, Section 62-2117.

(B) Automobiles and other vehicles used for personal transportation of permanent residents shall be parked either in their garages or on stabilized driveways or parking aprons. On-street parking for guests is permitted, but parking on both sides of the street should be avoided to permit access of emergency vehicles.

(C) Recreational vehicles, boats and trailers.

1) Motor homes are restricted to Class B, commonly known as van conversions, and may not exceed 24 feet in length. Only one such vehicle is permitted per residence, to be parked on the driveway or stabilized parking apron. There is no restriction on the number of recreational vehicles which may be stored in attached garages. Larger motor homes owned by residents or their guests may be parked curbside for a period not to exceed 24 hours while preparing the motor home for departure. Care should be exercised to avoid blocking access for emergency vehicles.

2) One boat or watercraft, not to exceed 24 feet in centerline length, is permitted to be parked either on the driveway or stabilized parking apron. Any additional watercraft or trailers must be stored in either the garage, rear or side yard behind the front line of the residence and screened from view from the street by fencing.

(D) Storage trailers are only permitted when stored inside the attached garage. Storage and waste containers may only be parked at residences while being loaded or unloaded and shall not be parked on the street.

(E) Commercial vehicles longer than 24 feet in length or any other commercial equipment shall not be parked on the street, driveway or stabilized parking apron except when equipment is in active use at the residence for maintenance, restoration or construction.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change of said covenants in whole or part.

20. The enforcement shall be by proceedings at law or in equity or lien form, against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages, and may be brought by the Association and entitled to any of the property covered by these restrictions.

21. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE RIVERSIDE HOMEOWNER'S ASSOCIATION, INC. has caused this instrument to be executed this 10<sup>th</sup> day of Feb-, 2010.

THE RIVERSIDE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit.

Melinda Bowes

Signature of Witness

Melinda Bowes

Printed Name of Witness

Daniel B. Fowler

Signature of Witness

Daniel B. Fowler

Printed Name of Witness

Paul E Coates

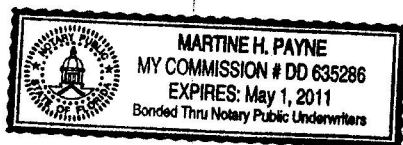
President

PAUL E COATES

Printed Name

STATE OF FLORIDA  
COUNTY OF BREVARD

Sworn to and subscribed before me this Feb. 10, 2010, by Paul E. Coates, who signed with a mark in the presence of these witnesses, and who  is personally known to me or who  has produced a Florida Driver's License or  the following form of identification: \_\_\_\_\_.



Martine H. Payne

Notary Public, State of Florida

Printed Name:

Commission Number:

Commission Expires:

Melinda Bowes  
Signature of Witness

Melinda Bowes  
Printed Name of Witness

Martine H. Payne  
Signature of Witness

Martine H. Payne  
Printed Name of Witness

Wendy Watters  
Secretary

Wendy Watters  
Printed Name

STATE OF FLORIDA  
COUNTY OF BREVARD

Sworn to and subscribed before me this Feb. 10, 2010, by Wendy Watters, who signed with a mark in the presence of these witnesses, and who  is personally known to me or who  has produced a Florida Driver's License or  the following form of identification: \_\_\_\_\_.



Martine H. Payne  
Notary Public, State of Florida  
Printed Name:  
Commission Number:  
Commission Expires: