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Record & Return to:
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INDEX TO AMENDED AND RESTATED DECLARATION

OF

CROTON PARK

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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

OF

CROTON PARK

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made by THE CROTON PARK HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, (the "Association") and the Association does hereby amend and restate that certain Declaration of Covenants and Restrictions recorded in Official Records Book 2326, Page 1035, of the Public Records of Brevard County, Florida, as amended by Amendment to Declaration of Covenants and Restrictions recorded on May 19, 1982 in Official Records Book 2388, Page 1082, of the Public Records of Brevard County, Florida and all other amendments thereto (the "Original Declaration") and by which the Association hereby makes the following Amended and Restated Declaration of Covenants and Restrictions by deleting the terms, provisions, and conditions of the Original Declaration, including the Articles of Incorporation and By-Laws of The Croton Park Homeowner's Association, Inc., attached to and made a part of the Original Declaration, in their entirety, and substituting the following therefor:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

OF

CROTON PARK

The Association, being the homeowner's association of Croton Park, a subdivision, situated in the County of Brevard and State of Florida, which real property is more particularly described in the Plat of Croton Park Unit I as recorded in Plat Book 28, Page 40 and the Plat of Croton Park Unit II as recorded in Plat Book 29, Page 26, each recorded the Public Records of Brevard County, Florida (the "Property") does hereby make, declare and establish this Amended and Restated Declaration of Covenants and Restrictions (the "Declaration") as and for a plan of ownership in a residential community with certain roads and median areas and such other common facilities as specifically designated on the Plat of Croton Park Unit I and the Plat of Croton Park Unit II for the benefit of said community:

WITNESSETH:

WHEREAS, the Association desires to provide for the preservation of the values and amenities in the community and for the maintenance of open space green belt areas and other common facilities as shown on the Plat of Croton Park Unit I and the Plat of Croton Park Unit II and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens herein after set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

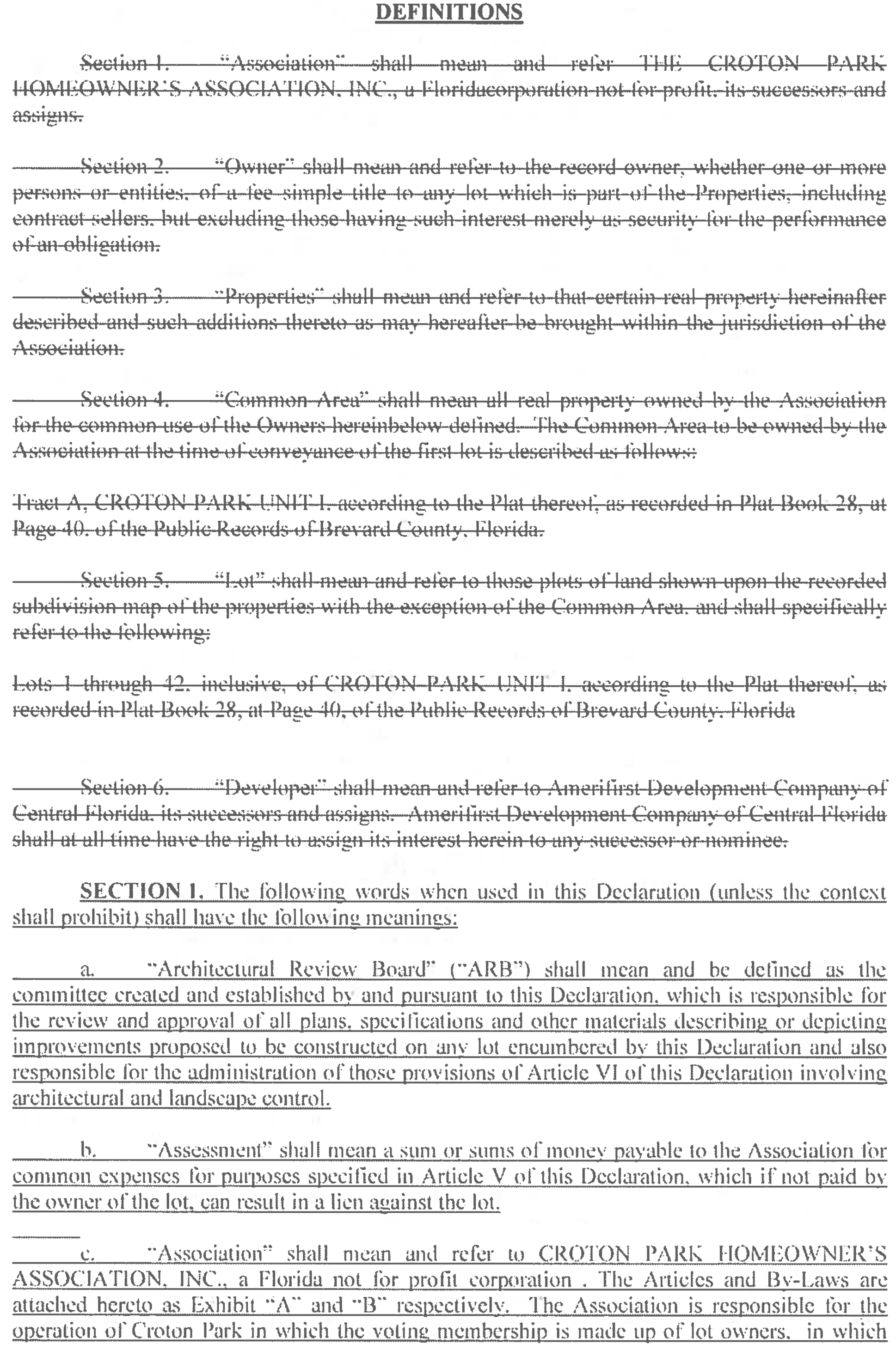
WHEREAS, the Association has been delegated and assigned the powers of maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association was and is incorporated under the laws of the State of Florida as a corporation not for profit for the purposes of exercising the functions aforesaid.

WHEREAS, the provisions of the Homeowner's Act, Chapter 720 of the Florida Statutes, as amended from time to time, are hereby adopted herein by express reference and shall govern the Property and the rights, duties and responsibilities of the members of the Homeowner's Association, except for permissive variances therefrom appearing in the Declaration, By-Laws and Articles of Incorporation of Croton Park Homeowners Association

Inc., a Florida not for profit corporation.

NOW THEREFORE, the Association hereby amends and restates the Original Declaration encumbering the Property, together with all improvements thereon, together with such additions thereto as are hereafter made pursuant to this Amendment and Restated Declaration which Property shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for or by this Amended and Restated Declaration.



ARTICLE I.
DEFINITIONS

~~Section 1. "Association" shall mean and refer THE CROTON PARK HOMEOWNER'S ASSOCIATION, INC., a Floridacorporation not for profit, its successors and assigns.~~

~~Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.~~

~~Section 3. "Properties" shall mean and refer to that certain real property hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.~~

~~Section 4. "Common Area" shall mean all real property owned by the Association for the common use of the Owners hereinbelow defined. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:~~

~~Tract A, CROTON PARK UNIT I, according to the Plat thereof, as recorded in Plat Book 28, at Page 40, of the Public Records of Brevard County, Florida.~~

~~Section 5. "Lot" shall mean and refer to those plots of land shown upon the recorded subdivision map of the properties with the exception of the Common Area, and shall specifically refer to the following:~~

~~Lots 1 through 42, inclusive, of CROTON PARK UNIT I, according to the Plat thereof, as recorded in Plat Book 28, at Page 40, of the Public Records of Brevard County, Florida~~

~~Section 6. "Developer" shall mean and refer to Amerifirst Development Company of Central Florida, its successors and assigns. Amerifirst Development Company of Central Florida shall at all time have the right to assign its interest herein to any successor or nominee.~~

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Architectural Review Board" ("ARB") shall mean and be defined as the committee created and established by and pursuant to this Declaration, which is responsible for the review and approval of all plans, specifications and other materials describing or depicting improvements proposed to be constructed on any lot encumbered by this Declaration and also responsible for the administration of those provisions of Article VI of this Declaration involving architectural and landscape control.

b. "Assessment" shall mean a sum or sums of money payable to the Association for common expenses for purposes specified in Article V of this Declaration, which if not paid by the owner of the lot, can result in a lien against the lot.

c. "Association" shall mean and refer to CROTON PARK HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation . The Articles and By-Laws are attached hereto as Exhibit "A" and "B" respectively. The Association is responsible for the operation of Croton Park in which the voting membership is made up of lot owners, in which

membership is a mandatory condition of lot ownership and which is authorized to impose assessments that, if unpaid, may become a lien on the lot as provided in this Declaration.

d. "Board" shall mean the Board of Directors of the Association.

e. "Common Expenses" shall mean and be defined as all expenses, of any kind or nature whatsoever, properly incurred by the Association for the use and benefit of the Property as more particularly identified and described in Article V of this Declaration.

f. "Common Property" or "Common Areas" shall mean all real property, including all improvements thereto within Croton Park as shown on the Plat of Croton Park Unit I and the Plat of Croton Park Unit II which is owned or leased by the Association or dedicated for use or common use and enjoyment by the Association. The Common Property or Common Area shall be for the common use, enjoyment and benefit of all Owners, including, without limitation, entrance ways, nature preserves, recreational facilities and utilities.

g. "Community" shall mean the real property that is subject to the Declaration and all improvements thereto.

h. "Lot" shall mean a platted lot as shown in the Plat of Croton Park Unit I and the Plat of Croton Park Unit II, excluding the common property or common areas, and shall specifically refer to the following:

> Lots 1-42, inclusive, of Croton Park Unit I according to the Plat thereof as recorded in Plat Book 28, Page 40, of the Public Records of Brevard County, Florida and Lots 43-138, inclusive, of Croton Park Unit II according to the Plat thereof as recorded in Plat Book 29, Page 26, of the Public Records of Brevard County, Florida.

Each Lot Owner shall be a member of the Association, who is obligated:

1. by the governing documents to be a member of the Association.

2. to pay the association assessments that, if not paid, may result in a lien.

Lot shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

i. "Owner" or "Member" shall mean a Member of the Association and includes any person or entity obligated by the governing documents to pay assessments or amenity fees, regardless of whether the lot has been improved or not.

ARTICLE II.
PROPERTY ~~RIGHTS~~SUBJECT TO THIS DECLARATION

~~Section I. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and said easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:~~

~~(a) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-Laws of the Association.~~

~~(b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.~~

~~(c) The right of the Association to suspend the voting rights of Owner for any period of time during which any assessment against his Lot remains unpaid.~~

~~(d) The right of the Association to dedicate sell or transfer all or any part of the Common Area, to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be~~

~~effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of members has been recorded.~~

~~Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Open space to the members of his family, his tenants or contract purchasers who reside on the property.~~

SECTION 1. Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Melbourne, Brevard County, Florida, and is more particularly described in the Plat of Croton Park Unit I as recorded in Plat Book 28, Page 40, and the Plat of Croton Park Unit II as recorded in Plat Book 29, Page 26, all of the Public Records of Brevard County, Florida.

Croton Park contains one hundred thirty-eight (138) residential lots as shown on the Plat of Croton Park Unit I and the Plat of Croton Park Unit II.

~~Section 3~~SECTION 2. Permitted Uses. The Common Area shall be restricted to the following uses:

(a) The Common Area, now and forever, shall be restricted hereby such that it shall be maintained as open space for the purpose of drainage retention.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

~~Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.~~

~~Section 2. The Association shall have two classess of voting membership:~~

~~Class A: Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.~~

~~Class B: Class "B" member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or~~

~~(b) on January 1, 1986.~~

SECTION 1. Membership. Every person or entity who is the Owner of a fee simple interest in any Lot in Croton Park is subject to assessment and any Buyer who acquires title to a Lot, shall be Members of the Association. Any person or entity who holds an interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

SECTION 2. Voting Rights. The Association shall have one class of voting membership. Each Owner of a lot or lots evidenced by a deed duly recorded in the Public Records of Brevard County, Florida shall be entitled to one (1) vote for each lot he owns.

ARTICLE IV.
PROPERTY RIGHTS IN THE COMMON PROPERTY

SECTION 1. Members' Easements of Enjoyment, Recreational Property and Parks. Every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. Extent of Members Easement. The easement and right of enjoyment created hereby shall be subject to the following:

a. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

b. If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenants, guests or invitees to use Common Properties and Facilities until the monetary obligation is paid in full. The suspension does not apply to that portion of Common Properties used to provide access or utilities services to the lot. The suspension does not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress/egress to and from their lot, including, but not limited to, the right to park. The notice and hearing requirements under Chapter 720, Florida Statutes, do not apply to a suspension imposed under this subsection; and

c. The right of the Association to transfer all or any part of its interest in the Common Property as may be hereafter acquired to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast three-fourths (3/4) of the votes (as defined in Article III, Section 2) has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

~~ARTICLE IV~~
~~COVENANT FOR MAINTENANCE~~

~~THE Association shall at all times maintain the Common Area in a presentable manner which promotes the health and welfare of the Owners. The Association will be responsible for the mowing of the grass and the maintenance of any fencing in the common area.~~

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

~~Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.~~

~~Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.~~

~~Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the firs Lot to an Owner, the maximum annual assessment shall be $30.00 per year, ($2.50 per month), per Lot.~~

~~(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more~~

than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members no less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Developer will have the following option:

(a) The Developer may pay the annual assessment at the rate of twenty-five (25%) of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and in addition, will pay the difference, if any, between the total annual operation expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer may pay the full rate of assessment at which time the obligation to pay the difference between expense and assessment will cease.

Section 7. Date of Commencement of Annual Assessments Due Dates. The Annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessments, Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association, may at its election, bring an action at law against the property. No Owner may waive or otherwise escape liability for the assessments provided for herin by non-use of the Common Area, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall, be subordinate to the lien of any first mortgage, and shall be

~~subordinate to any mortgage held or guaranteed by the Veterans Administration or Federal Housing Authority. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualification shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

~~Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.~~

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges: and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, late charges, and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, is owing and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Assessments levied pursuant to the annual budget or special assessments shall be in the lot owner's proportional share of expenses which is one-one hundred thirty-eighth (1/138) for all Lots.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Croton Park, including, but not limited to:

a. Payment of operating expenses of the Association including, but not limited to, professional management fees;

b. Maintenance, landscaping, improvement and operation of Common Property, open space, easement areas, and greenbelt areas;

c. Maintenance, landscaping, and improvement of entrance areas on the Common Property to the Property;

d. Maintenance, landscaping, and improvement of lands dedicated to the public which are located within the Common Property or adjacent to the Property such as landscape berms along any dedicated right-of-way.

e. Maintenance, landscaping, and improvement of screening walls and fences, if any, located within the Common Property or adjacent to the Property;

f. Payment of taxes, hazard and general liability insurance for the Common Property and errors and omissions insurance for directors and officers;

g. Payment of electric and utility bills for the Common Property and labor and equipment for the Common Property. Recurring monthly bills of any kind may be paid by the online checking account of the Association by the Treasurer;

h. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;

i. Establishment of reserve funds to maintain, replace or repair any portion of the improvements on the Common Property including, painting, fencing, masonry walls, and any other items as designated by the Board. Reserves may be established for any item for which the deferred maintenance expense or

replacement cost exceeds $10,000.00.

j. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the system.

k. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System including, but not limited to, work within retention areas, drainage structures and drainage easements.

l. Doing any other thing necessary or desirable in the judgment of said Association (acting through its Board of Directors), to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards.

m. Each owner shall be responsible for obtaining and maintaining hazard and liability insurance for their lot and the improvements located thereon. Each owner shall be responsible for the maintenance, repair and replacement of all improvements located on their lot.

SECTION 3. Basis and Maximum of Annual Assessments. The Annual Assessment shall be established each year by the Board of Directors. Each Lot's liability for the payment of assessments, regular or special, is determined by a fraction, the numerator of which is one and the denominator of which is the total number of Lots in Croton Park. There are a total of one hundred thirty-eight (138) Lots as shown on the Plat of Croton Park Unit I and Croton Park Unit II. The Annual Assessment may be increased each year by the Board of Directors of the Association to an amount not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of approval by a majority of the membership who are present in person or by proxy at a meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all members as provided in the By-Laws and shall set forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Board of Directors of the Association may fix the annual assessment at any duly held meeting of the board of directors provided such assessment does not exceed the maximum increase set forth above.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 1 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property including the necessary fixtures and personal property related to the Common Properties provided that such assessment shall have the approval of a majority of the votes (as defined in Article III, Section 2) of Members who are present in person or by proxy at a meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all Members as provided in the By-Laws and shall set forth the purpose of the meeting. Notwithstanding any other provision in this Declaration the Association may levy a special assessment not exceeding Five-Hundred and No/100 ($500.00) Dollars per lot at anytime for the purposes stated herein without the approval of the Owners or Members.

SECTION 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof for any period provided that any such change shall have the assent of the majority of the votes (as defined in Article III, Section 2) of the Members who are present in person or by proxy, at a meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all Members as provided in the By-Laws and shall set forth the purpose of the meeting.

SECTION 6. Quorum for any Action Authorized Under Sections 4 and 5. The

Quorum required for an action authorized by Sections 4 and 5 hereof shall be as follows:

The presence of a majority of the members entitled to vote, in person or by proxy, at a duly called meeting of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be thirty percent (30%) of all the votes of the membership, provided that no such subsequent meeting shall be held more than fifteen (15) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on that date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. One-twelfth (1/12) of the annual assessment is due and payable on the first day of each month or on January 1 of each year if paid annually.

The due date for the payment of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. Duties of the Board of Directors. In addition to such other duties vested in the Board of Directors of the Association in the Articles of Incorporation and the By-Laws of the Association, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon, late charges and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot to which such assessment relates.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

The Association has a lien on each lot to secure the payment of assessments and other amounts provided for in this section. Except as otherwise set forth in this section, the lien is effective from and shall relate back to the date on which the original Declaration of Croton Park was recorded. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Brevard County. This paragraph does not bestow upon any lien, mortgage or certified judgment of record on July 1, 2008, including the liens unpaid assessments created in this section, a priority that by law, the lien, mortgage or judgment did not have before July 1, 2008.

To be valid, a claim of lien must state the description of the lot, the name of the record owner, the name and address of the Association, which is Croton Park Homeowner's Association, Inc. and whose address is the mailing address set forth in the annual report of the Association filed with the Florida Department of State Division of Corporations, which is available to all members on Sunbiz, the assessment amount due and the due date. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges and reasonable costs and attorney fees incurred by the Association incident to the collection process. The person making the payment is entitled to a satisfaction of lien upon

payment in full.

By recording a notice in substantially the following form, the lot owner or the lot owner's agent or attorney may require the Association to enforce the recorded claim of lien against his or her lot:

Notice of Contest of Lien

To: Croton Park Homeowner's Association, Inc.
2550 Fulton Court
Melbourne, Florida 32935
(Name and Address of Association)

You are notified that the undersigned contest the claim of lien filed by you on ______, 20__, and recorded in Official Records Book ______, Page ______ of the Public Records of Brevard County, Florida and that the time within which you may file suit to enforce the lien is limited to ninety (90) days following the date of service of this notice. Executed this ___ day of ______, 20___.

Signed : ________________________
(Owner or Attorney)

After the Notice of Contest of Lien has been recorded, the clerk of the circuit court shall mail a copy of the recorded notice to the Association by certified mail, return receipt requested, at the address shown in the claim of lien or most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the Association has ninety (90) days in which to file an action to enforce the lien and, if the action is not filed within the ninety (90) day period the lien is void. However, the ninety (90) day period shall be extended for any length of time that the Association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the lot owner or by any other person claiming interest in the lot.

The Association may bring an action in its name to foreclose a lien for assessments in the same manner in which a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney fees incurred in the action to foreclose the liens or an action to recover a money judgment for unpaid assessments.

A lot owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments that come due while he or she is the lot owner. The lot owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or by abandonment of the lot upon which the assessments are made.

A lot owner is jointly and severally liable with the previous lot owner for all unpaid assessments that came due up to the time of transfer. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present owner from the previous owner.

The liability of the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association;

2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first

mortgagee filed suit against the lot owner and initially joined the Association as a defendant in the mortgage foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

The Association may charge an administrative late fee in an amount not to exceed the greater of $25.00 or five (5%) percent of the amount of each installment if paid past the due date.

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fees, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessments. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying payment. A late fee is not subject to provisions of Chapter 687, Florida Statutes, and is not a fine.

The Association may not file a lien against the lot for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the Association has been made by the Association. The written notice or demand must:

a. Provide the owner with forty-five (45) days following the date the notice is deposited into the mail to make payment for all amounts due, including, but not limited to, any attorney fees and actual costs associated with the preparation and delivery of the written demand.

b. Be sent by registered or certified mail, return receipt requested, and by first class United States mail to the lot owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the lot owner subject to the demand at the address of the lot if the owner's address is reflected in the records of the Association is not the lot address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the lot address by first class United States mail is sufficient.

The Association may bring an action in its name to foreclosure a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The action to foreclose the lien may not be brought until forty-five (45) days after the lot owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The notice must be given in the manner provided in the paragraph above, and the notice may not be provided until the passage of the forty-five (45) days required for the written notice or demand for payment has occurred.

The Association may recover any interest, late charges, costs and reasonable attorney fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

The time limitations in this Section 9 do not apply if the lot is subject to a foreclosure action or forced sale of another party, or if an owner of the lot is a debtor in a bankruptcy proceeding.

If the lot is occupied by a tenant and the lot owner is delinquent is paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to pay such payments until all the monetary obligations of the lot owner related to the lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the lot.

The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

> Pursuant to Section 720.3085(8), Florida Statutes, we demand that you make your rent payment directly to the Homeowner's Association and continue doing so until the Association notifies you otherwise.
>
> Payment due the Homeowners Association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to Croton Park

Homeowner's Association, Inc., 2550 Fulton Court, Melbourne, FL 32935, payable to the President.

Your obligation to pay your rent to the Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Association will then begin with the next rental period.

Pursuant to Section 720.3085(8), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by your landlord.

The tenant is immune from any claim by the lot owner related to the rent timely paid to the Association after the Association has made written demand.

If the tenant paid rent to the landlord or lot owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the lot owner until the Association releases the tenant or the tenant discontinues tenancy in the unit. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the lot owner of the Association's demand that the tenant pay monetary obligation to the Association.

The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association.

The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.59 – 83.625, Florida Statutes, as if the Association were a landlord under Part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes.

The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a lot owner to vote in any election or to examine the books and records of the Association.

The Court may supersede the effect of this Section by appointing a receiver.

In any action by a homeowner's association for unpaid assessments, the lot owner shall pay into the court registry the amount alleged in the complaint as unpaid, or if such amount is contested, such amount as is determined by the court, plus any assessments accruing during the pendency of the action, when due, unless the owner has interposed the defense of payment or satisfaction of the assessments in the amount the complaint alleges as unpaid. However, even if the defense of payment or satisfaction has been asserted, the court may order the owner to pay into the court registry the assessments accruing during the pendency of the action. If the owner does not dispute the amount of accrued assessments, the owner must pay the amount alleged in the complaint into the court registry on or before the date on which his or her answer to the claim for unpaid assessments is due. If the owner contests the amount of accrued assessments, the owner must pay the amount determined by the court into the court registry on the day that the court makes its determination. The court may, however, extend these time periods to allow for later payment upon good cause shown.

If the owner contests the amount of money to be placed into the court registry, any hearing regarding such dispute shall be limited to only the factual or legal issues concerning:

(a) Whether the owner has been properly credited by the Association with any assessment payments made; and

(b) What property constitutes assessments under the governing documents.

The court, on its own motion, shall notify the owner that assessments must be paid into the court registry by order, which shall be issued immediately upon filing the owner's initial pleading, motion, or other paper.

The filing of a counterclaim for money damages does not relieve the owner from depositing assessments due into the registry of the court.

Failure of the owner to pay the assessments into the court registry pursuant to court order is an absolute waiver of the owner's defenses. In such case, the Association is entitled to an immediate default without further notice or hearing thereon.

If the Association is suffering hardship resulting from the loss of assessment income from the unit, the Association may apply to the court for disbursement of all or part of the funds held in the court registry.

SECTION 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

b. All Common Properties as defined in Article I.

c. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no residential lot shall be exempt from said easements, charges or liens.

SECTION 11. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (regardless of size or location). Assessments may be paid monthly, quarterly, semi-annually or annually at the sole discretion of the Board.

SECTION 12. Reserves for Capital Improvements and Deferred Maintenance. In addition to the annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. The amount to be reserved shall be computed by means of a formula that is based upon estimated remaining use of life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust the replacement reserve assessment annually to take into account any changes and estimates of costs or useful life of the reserve item. Any vote taken to waive or reduce reserves, as applicable, applies only to one (1) budget year. The amount of the contribution to each reserve account is the sum of the following two (2) calculations:

a. The total amount necessary, if any, to bring a negative component balance to zero.

b. The total estimated deferred maintenance expense or estimated replacement cost of the reserve component less the estimated useful life balance of the reserve component as of the beginning of the period the budget will be in effect. The remainder, if greater than zero, shall be divided by the estimated remaining useful life of the component. The formula may be adjusted each year for changes and estimates in deferred maintenance performed during the year and may include factors such as inflation and earnings on invested funds. The reserve account may be terminated upon approval of a majority of the total voting interests of the Association. Upon such approval the terminated reserve account shall be removed from the budget.

ARTICLE VI
~~STAGE DEVELOPMENTS AND ANNEXATION~~
ARCHITECTURAL REVIEW BOARD

~~Section 1. Annexation and Development. At the present time the Developer plans to annex additional property which is legally described as CROTON PARK UNIT 2 on the General Plan of Development for CROTON PARK, which is attached to this Declaration as Exhibit A and by this reference mad a part hereof. The Developer plans to develop said additional property in Unit 2 into approximately 96 lots. It is anticipated that the owners of a total of 138 lots will belong to the CROTON PARK HOMEOWNER'S ASSOCIATION, INC.; it is also anticipated that Tract A of Croton Park, Unit 2 will become common property owned by the CROTON PARK HOMEOWNER'S ASSOCIATION, INC. Tract A of Croton Park Unit 2 is a drainage retention area adjacent to Tract A of Croton Park Unit 1. These additional properties may be appexed by the Developer in whole or in part without the consent of members within five years of the date of this instrument, provided that the Veterans Administration determines that the annexation is in accordance with the General Plan heretofore approved by the Veterans Administration. The proposed annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of Association expenses and costs.~~

~~Annexations contemplated by this general plan of development shall become effective upon the recording of an amendment to the Declaration encumbering CROTON PARK UNIT 1 in the Public Records of Brevard County, Florida.~~

~~Should the Developer in its sole discretion determine not to annex additional lands as provided, this general plan of development shall not bind the Developer to make the additions contemplated or to adhere to this plan in the subsequent development of those additional lands.~~

SECTION 1. Review by Committee. No landscaping, grading, removal of trees, clearing, building, fence, driveway, patio, paved area, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition or change, including painting, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural review board (ARB) composed of three (3) or more members of the Association. The Board of Directors shall appoint all members of the ARB. All structures shall reasonably blend with the natural surroundings. In this Article VI, the terms Architectural Review Board and ARB shall be used interchangeably and constitute one and the same body.

In the event the ARB fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, or in the event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Two (2) copies of all plans and completion date shall be furnished to the ARB.

SECTION 2. Duties and Powers. The Architectural Review Board shall have the following duties and powers:

a. To amend from time to time the building criteria as set forth herein. Any amendments or other changes shall be set forth in writing and be made known to all builders. Any amendments shall include any and all matters considered appropriated by the ARB not inconsistent with the provisions of this Declaration;

b. To approve all buildings, fences, walls, swimming pools, mailboxes or other structures which shall be commenced, erected or maintained upon the lots in the Subdivision and to approve any exterior additions thereto or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type shape, height, materials, color and location of the same, and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

c. To approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration or contemplated improvement is not consistent with the planned development of the Croton Park Subdivision:

d. To require to be submitted to it for approval any samples of exterior building materials proposed or any other date or information necessary to reach a decision;

e. To require each builder or homeowner to submit two sets of plans and specifications to the ARB prior to obtaining a building permit. One set of plans and specifications shall become the property of the ARB and one set will be returned to the builder or homeowner. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced in writing by specifications furnished; and

f. To charge a reasonable fee for review of plans and specifications.

SECTION 3. Completion of Construction and Use. The exterior of all houses and other structures of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities; and all houses and other structures on the Property shall be used for residential purposes exclusively.

SECTION 4. Review Independent of governmental Review and Permitting. The ARB review process is independent of, and does not replace, normal governmental building plan review and building permit process. Approval of plans by the ARB shall not be deemed to be an approval of a building's structural integrity, safety, or compliance with applicable building codes. Refusal of approval of plans or specifications or location of improvements by the ARB may be based upon any ground, including purely aesthetic grounds, which are deemed sufficient in the sole and uncontrolled discretion of the ARB.

SECTION 5. ARB Liability. Neither the ARB, the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in such judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing to be made any proposed improvements or additions on any portion of the Lot or Dwelling agrees and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, to release and hold the ARB, the Association, and all other Owners harmless from any liability, damage to the property and from expenses arising from the construction and installation of any proposed improvement and such Owner shall be solely responsible for the maintenance, repair and replacement or any alteration, modification or change and for assuring that the proposed improvement meets and all applicable governmental approvals, rules and regulations.

No approval as provided herein shall be deemed to represent or imply that the proposed improvement, if constructed in accordance with the approved plans and specifications will result in properly designed improvements or will meet all applicable building codes, applicable governmental permits or other governmental requirements.

ARTICLE VII.
LAND USE RESTRICTIONS

SECTION 1. Land Use and Building Type. No lot shall be used except for residential purposes or a home based business. A "Home Based Business" is defined as one that conforms to all city and county laws and is licensed as such. Any license with an address listed within Croton Park must file a copy of the business license with Croton Park Homeowners Association and record Croton Park Homeowners Association as an additional insured. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

SECTION 2. Building Location. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than Seven point five (7.5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of

the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall take precedent.

SECTION 3. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

SECTION 4. Member of Architectural Review Board (ARB). The board of directors shall appoint an ARB. The ARB is comprised of Croton Park Homeowners Association members and at least one member of the board of directors. One member of the ARB shall be a current director of the board.

SECTION 5. Procedure. The committee's approval or disapproval as required in these covenants shall be writing. In the event the committee, or is designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 6. Walls and Fences. Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No wall or fence may be erected on any lot within the subdivision higher than 6 feet above finished grade, and provided, however, that no wall or fence shall be erected or placed within the front setback lines of any lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner impair the general scheme of the subdivision area. No wall or fence of any kind whatsoever shall be constructed on any lot until the height, type, design and location thereof has been approved in writing by the ARB. All fences must be kept in an eye appealing manner. No patches or plywood or similar repairs are allowed.

SECTION 7. Painting. Repainting a home in its existing color and shading need not be approved by the ARB. Proposed alterations to the color and shading must be approved by the ARB prior to the alteration and be compatible to homes in the community. All exterior paint shall be maintained in good condition at all times.

SECTION 8. Roofing. All roofing must be consistent with existing roofing. Any other roofing material may not be utilized unless approved by the Architectural Control Committee. All roofs shall be maintained in good condition at all times.

SECTION 9. Driveways. All driveway replacement or extensions materials must be approved by the ARB.

SECTION 10. Temporary Structures. No structure of a temporary character, basement, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time without the written consent of Association.

SECTION 11. Basketball Goals and Flagpoles. Permanent basketball goals must be approved by the ARB, as to construction and location. Flagpoles* must also be approved as to size, height and location.
Florida Statute 720.304b: Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from the flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, an official United States flag, not larger than 4-1/2 feet by 6 feet, and may additionally display one official flag of the State of

Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flags must be equal in size or smaller than the United States flag.

SECTION 12. Pools. In-ground pools must be approved by the board. They must be fenced or fully enclosed by screening. All pumps, filters, equipment, etc. must be placed out of the view of any street.

SECTION 13. Parking. Allowed vehicles may not be parked on sidewalks or easements and will be restricted to legal on street parking or driveways,

SECTION 14. Commercial Vehicles. Commercial vehicles exceeding a weight of 13,000 pounds are not allowed, except for the temporary purpose of relocation, home repairs or deliveries.

SECTION 15. Boat and Boat Trailers. Boat and boat trailers shall not be parked in driveways. Boats and boat trailers shall be parked in the garage or behind the front boundary line of the house and in accordance with city code.

SECTION 16. Inoperable Vehicles/Unregistered Vehicles. No inoperable or unregistered vehicles may be left upon any portion of any lot or street, except in a garage, for a period longer than ten (10) days*. Otherwise, the vehicle will be considered a nuisance and may be removed from the community at the expense of the vehicle's owner.
** Refer to Melbourne Municipal Codes, Section 17-7 thru 17-11*

SECTION 17. Nuisance. No plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the community will be permitted. In the case of any plants or tree which cause damage to sidewalks or common areas, it will be the responsibility of the homeowner to correct the damage.

SECTION 18. Landscaping. Landscaping must be maintained at all times. Grass exceeding twelve (12) inches in height may be mowed by the Association. Any incurred expenses will be the responsibility of the lot owner.

SECTION 19. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. Yard sale and garage sale signs are allowed, but not to exceed three (3) consecutive days.

SECTION 20. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

SECTION 21. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash/garbage containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SECTION 22. Air Conditioning Units. No window air conditioning units not existing as of the date of this amendment may be located in any part of any structure which is visible from any street.

SECTION 23. Antennas. No antennas or satellite dishes shall be mounted in the front yard or on the front of the house.

SECTION 24. General Lot Use Restrictions.

a. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

b. No fence shall be constructed or maintained on any Lot except without the

prior written consent of the ARB. All fences shall be in compliance with the zoning rules and regulations of the applicable governmental agencies.

c. No residential dwelling or building shall be located on any lot closer than 20 feet to the front of the lot line or closer than 15 feet to any side street line. No dwelling or building shall be located closer than 7.5 feet to an interior lot line. No dwelling or building shall be located on any interior lot closer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that these provisions shall not be construed to permit any portion of a dwelling or building on a lot to encroach upon another lot. If there is any conflict between this covenant and the zoning rules and regulations of the applicable governmental authority, the zoning rules and regulations shall take precedent.

d. Floor area of the main structure of the dwelling exclusive of one-story open porches, breezeways, and garages shall not be less than 900 square feet for a one-story dwelling and not less than 1000 square feet for a dwelling of one and one-half or two-stories.

e. No residential dwelling or any part thereof shall be used for any purpose except as a private dwelling, nor shall any business of any kind be conducted therein. No business or trade of any kind, including transient rentals, shall be carried on upon any lot within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any lot, temporarily or permanently, except that building contractors may erect and maintain temporary structures, including trailers, during the period of residential construction or renovation in the subdivision and as incident thereto. Nothing may be attached to or placed on the common property without prior approval. Nothing shall be affixed permanently or temporarily to any building without approval.

SECTION 25. Animals. No reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household may be kept on the lot provided that they are not kept, bred or maintained for any commercial purpose.

SECTION 26. Easements.

a. Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit of the adjoining land owners, municipality or other governmental agencies, supplying sewer, water and/or drainage facilities, are reserved as shown on the aforesaid subdivision plats; also, easements in general in and over each lot for the installation of water, sewer, cable television, electrical, gas and telephone facilities are reserved. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupied by or reserved for such facilities.

b. The Association and its successors and assigns shall have at all times perpetual easements of ingress and egress in, over, under and across all lots to maintain and/or replace all landscaping, including grass, located outside of the dwelling, if the owner fails to maintain his or her lot.

SECTION 27. No Offensive Activity. No noxious or offensive activity shall occur on any lot.

SECTION 28. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in 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 lot.

SECTION 29. Changes Affecting Drainage. No lot owner, without the express prior written consent of the Board of Directors shall construct any improvements or make any changes to a lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property, and all construction, grading and landscaping shall conform to the drainage swale requirements set forth on the plat of the Property.

SECTION 30. Rules and Regulations In addition to the forgoing restrictions on the use of lots, the Association shall have the right, power and authority, to promulgate and impose reasonable rules and regulations governing and/or restricting the use of a lot and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be deemed promulgated when adopted by the Board of Directors of the Association and shall be applicable to and binding upon all lots, and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners.

SECTION 31. Waiver of Minor Violations. Where an improvement has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that same constitutes a violation or violations of this Declaration, then the Association, its successors and/or assigns shall have the right at any time to release such lot or portions thereof from such part of the provisions of said Declaration as are violated, provided, however, that said Association, its successors and/or assigns, shall not release a violation or violations of any of said Declaration except as to violations it determines to be minor, in its sole discretion, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by the Board of Directors of the Association that such violation or violations are minor.

ARTICLE VIII.
GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their representatives, legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded.

SECTION 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement.

a. In the event of a violation of or failure to comply with the provisions of the Declaration of Covenants and Restrictions, and the failure of the Owner of the affected Lot, within ten (10) days following written notice by the Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, the Association (acting through its Board of Directors) or its duly appointed employees, agents or contractors, shall have and are specifically granted the right and privilege of an easement and license to enter upon the affected lot or any portion or portions thereof or improvements thereon, without being guilty of any trespass therefor, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation, including injunctive relief; all at the sole cost and expense of the Owner of the affected lot. Such costs and expenses, together with an overhead expense to the Association of fifteen percent (15%) of the total amount thereof shall be assessed by the Association as an individual lot assessment as provided in this Declaration to the affected lot and the Owner thereof. Any such individual lot assessment shall be payable by the Owner of the affected lot to the Association within ten (10) days after written notice of the amount thereof. Any such individual assessment not paid within said ten (10) day period shall become a lien on the affected lot in accordance with the provisions of this Declaration.

b. The Association, acting through its Board of Directors shall have the right

This instrument prepared by
CURTIS R. MOSLEY, ESQ.
Mosley & Wallis, P.A.
1221 E. New Haven Avenue
Melbourne, Florida 32901

CERTIFICATE

The undersigned President and Secretary, respectively, of **CROTON PARK HOMEOWNER'S ASSOCIATION, INC.**, a Florida not for profit corporation, the Homeowner's Association of **CROTON PARK,** as established by the Declaration of Covenants and Restrictions recorded in Official Records Book 2326, Page 1035, of the Public Records of Brevard County, Florida and all amendments thereto, hereby certify that the Amended and Restated Declaration of Covenants and Restriction of Croton Park, Amended and Restated Articles of Incorporation of Croton Park Homeowner's Association, Inc., and Amended and Restated By-Laws of Croton Park Homeowner's Association, Inc., were duly approved by the required vote of the membership as provided in the Declaration of Condominium, Articles and By-Laws of **CROTON PARK.**

IN WITNESS WHEREOF, I have hereto set my hand and seal this ___ day of __________, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Print Name: PETER E. PICCOLI

Print Name: DAN CLERMONT

CROTON PARK HOMEOWNER'S ASSOCIATION, INC.,
a Florida not for profit corporation

By: ______________________
Peter Piccoli, President

ATTEST:

____
Dan Clermont, Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

(21) The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2015, by **Peter Piccoli, President of Croton Park Owner's Association, Inc., a Florida not for profit corporation**, on behalf of the corporation, who is personally known to me or produced FL DL as identification.

DOREEN E DROST
Notary Public - State of Florida
My Comm. Expires Sep 6, 2015
Commission # EE 124962
Bonded Through National Notary Assn.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF BREVARD

(21) The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2015, by **Dan Clermont, Secretary of Croton Park Owner's Association, Inc., a Florida not for profit corporation**, on behalf of the corporation, who is personally known to me or produced ____________ as identification.

DOREEN E DROST
Notary Public - State of Florida
My Comm. Expires Sep 6, 2015
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NOTARY PUBLIC
My Commission Expires: