

AMENDED DECLARATION OF RESTRICTIONS

Rio Villa North

Phase I

KNOW ALL MEN BY THESE PRESENTS, the undersigned RIO VILLA NORTH HOMEOWNERS' ASSOCIATION, INC. and RIO VILLA PROPERTIES, INC., hereinafter called Developer, a corporation located in Brevard County, Florida, and owning the land located in Brevard County, Florida, and owning the land located in Brevard County, Florida in the plat recorded in Plat Book **36**, page **12**, makes the following Declaration of Restrictions covering the real property described in the plat, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title or leasehold interests through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners or lessees of the real property.

1. RESIDENTIAL SITES AND RESUBDIVISION.

- (A) A residential site may consist of one or more lots; all of one lot and part of a contiguous lot or lots, or any other combination of contiguous parts of lots as will form an integral unit of land suitable for use as a site for a residence.
- (B) No resubdivision as herein provided or otherwise shall be permitted, nor shall any lot be used for the purposes of a road right of way easement, or other route of ingress or egress to property which may abut or be adjacent to this subdivision, except with the written consent of the developer or its successors.
- (C) Nothing contained herein shall preclude one owner of adjacent or contiguous lots from constructing on all or a portion of the lot adjacent to the residential lot, a tennis court, or swimming pool, or other recreational facility, which other recreational facility must first be approved by the Architectural Control Committee. Such tennis court, swimming pool or recreational facility shall be used solely for the residents of such adjacent lot or their guests, but not for public use or for hire.
- (D) The developer may resubdivide or replat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected upon or allowed to occupy any such replatted or resubdivided lot or fractional part or parts thereof having an area less than the smallest lot now shown on the said plat.
- (E) The restrictions regarding replatting or resubdivision, shall apply to each lot so replatted or resubdivided.
- (F) No other lot as shown on the plat shall be subdivided except that a lot between two other lots may be subdivided to increase the size of such lots, and such lots of increased size shall each remain as one building site.



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Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 15	#Names: 3	
Trust: 8.00	Rec: 61.00	
Deed: 0.00	Excise: 0.00	Serv: 0.00
Mtg: 0.00	Int Tax: 0.00	

Rio Villa North Homeowners' Association, Inc.
c/o: 2000 Hwy A1A, Second Floor
Indian Harbour Beach, FL 32937

Return to:

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2. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage waters in the easements, or which are or might be prohibited by the public authority to whom such easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
3. **RIGHTS OF WAY.** No lot owner shall grant any easement for ingress or egress to any adjoining lot or property of another property owner without the express written permission of the developer. The developer reserves the right to give an easement or to create a public right of way over any unsold lot in said subdivision, subject to the requisite approval of the city authorities.
4. **ARCHITECTURAL CONTROL BY THE DEVELOPER OR COMMITTEE.**
- (A) The term "Developer" shall include the Developer, its successors or assigns, or an Architectural Control Committee.
 - (B) The Architectural Control Committee shall consist of the Developer or any of its appointed representatives, and after those duties are assigned to a Property Owners' Association, such Committee designated by such Association shall be the Architectural Control Committee.
 - (C) There shall be architectural control by the Developer until such control is relinquished or until all of the Developer's lots in the subdivision have been sold.
 - (D) For the purpose of insuring the development of the lands platted as RIO VILLA NORTH as an area of high standards, the Developer reserves the power to control the buildings, structures, and other improvements placed on each lot.
 - (E) Architectural control may at the option of the Developer be retained by Developer without regard to the formation of a Property Owners' Association referred to in Paragraph 28 unless and until the Developer relinquishes its control by written instrument.
 - (F) No trees naturally growing on any lot may be removed, except insofar as such trees specifically interfere with the construction of the residence or other approved construction. In no event, however, shall any natural tree be removed without the prior approval of the Developer.
 - (G) No building or other structure shall be erected, placed or altered on any building lot until two sets of building plans, two sets of specifications and two copies of the plot plans have been submitted to the Developer and the same approved in writing. Developer's approval of said plans, specifications and plot plan shall be evidenced by its signature and a return of an approved complete set of plans.



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- (H) In the event the Developer fails to approve such design and location within thirty days after same has been submitted to Developer, such approval will not be required and this covenant will be deemed to have been fully complied with in that instance.
- (I) The Developer shall retain all rights to govern and control persons who it may designate as the Architectural Control Committee.
- (J) No person, firm, corporation or association shall have the right to govern, control or perform any of the duties of the Developer as it relates to architectural control, unless designated by the Developer, or until the duties of architectural control are specifically transferred in writing to such person, firm or association.
- (K) The powers and duties of the Developer in architectural control shall cease on or after January 1, 1999.

5. MAINTENANCE OF VACANT LOTS AND DWELLINGS.

- (A) Once a lot is sold by Developer, it shall be maintained in good appearance and free from overgrown weeds and rubbish. In the event any lot is not so maintained, then Developer shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid by the owner of such lot.
- (B) If not paid by said owner within thirty days after being provided with a written notice of such charge, the same will become a lien upon said lot until paid and may be collected by an action to foreclose said lien at the discretion of Developer.

6. BUILDING TYPE.

- (A) All lots in the subdivision shall be known and described as residential lots.
- (B) One (1) detached single-family dwelling not to exceed two stories in height plus a private enclosed garage for not less than two nor more than three cars and a storage or tool room attached to such garage shall be permitted. No garage or storage or tool room may be constructed separate and apart from the residence dwelling, nor may a garage, storage or tool room be constructed prior to the construction of the main residence dwelling.
- (C) A tennis court or swimming pool, or other type of recreational facility, may be built on an adjacent lot owned by the adjacent lot owner, provided, however, that such other recreational facility shall be first approved by the Architectural Control Committee.

7. DWELLING QUALITY, QUANTITY AND SIZE.

- (A) The exterior construction of all sides of all residences shall be composed of either stone, brick, stucco, wood or a combination thereof.
- (B) The floor area, exclusive of open or screen porches, patios, utility, storage or tool rooms, and garages, shall not be less than 2,000 square feet for a one-story dwelling nor less than 1,300 square feet for the ground floor area of a two-story dwelling, with a minimum of a total of 2,300 square feet for all of said area of a two-story dwelling.



- (C) The Developer shall have the right to approval of all exterior colors of any house either from the original construction, or during the lifetime of the house, unless these restrictions are sooner terminated.

8. BUILDING LOCATION.

- (A) The dwellings that are constructed on all lots that are not corner lots must face toward the street.
- (B) Minimum front lot line setbacks shall be 30 feet. Interior side lot lines require a minimum of 15 feet. Rear lot line requires a minimum of 25 feet; side street lines, a minimum of 25 feet.
- (C) Irregular-shaped lots shall require prior written approval of developer of plot plan locating building and setback requirements. Where lots have curved property lines, setback distance shall be taken at right angles with a tangent to the curve. All other setbacks shall be measured at right angles to the property lines.

- 9. ROOFS.** All roofs should be pitched and composed of tile, 280 pound architectural grade shingles, cedar-shake shingle, metal, or slate construction. Flat or built up roofs will be permitted only over rear porches, patios, or Florida rooms within the area encompassed by a rearward extension of the sidelines of said residence, or with a mansard roof when the flat roof is not visible from the street. All such roof construction shall require approval of the Architectural Control Committee.

- 10. GARAGES AND DRIVEWAYS.** Each house shall have, as a minimum, a two (2) car garage. The garage must also have a service door facing either the side or the rear of the lot. A paved driveway of concrete construction, not less than 16 feet in width, for the entire length of the driveway, shall be constructed to serve each residence.

- 11. SIDEWALKS.** All homes are to have a concrete sidewalk constructed in front of the residence so as to connect evenly in all plans with sidewalks on adjoining properties. The sidewalk shall be four (4) feet wide and shall be constructed one half foot streetward of the property line. Corner lots shall have similar sidewalks on both street frontages. Sidewalks shall be installed at lot owner's expense concurrent with construction of homes.

- 12. COMPLETION OF CONSTRUCTION.** All buildings shall be completed within two hundred seventy (270) days after obtaining a building permit.

13. LIGHTING, PAVEMENT ISLANDS, GREEN, FENCE & WATER RETENTION AREAS.

- (A) Certain areas have been set aside for lighting, pavement islands, fences, green and water retention areas for aesthetic purposes.
- (B) No owner may in any manner alter the lighting, pavement islands, fences, green and water retention areas without the approval of the developer.



in the subdivision. Constructed areas designated as pavement islands shall be maintained as set forth in Paragraph 30.

14. SOD AND LANDSCAPING.

- (A) Except for the areas reserved for road, driveways, walkways, shrubbery and planting areas, all lots in this subdivision shall be sodded from the back side of the curb of the street in front of the residence to the rear lot line of the property.
- (B) Trees, bushes and other landscaping shall be placed so as to beautify the green area between the sidewalk and the street as well as on the lot itself. The Developer shall determine in each instance the minimum and maximum number of trees required for the green area between the street and sidewalk, as well as the kind, size and spacing of each tree.

15. TEMPORARY STRUCTURES. No materials to be used in construction shall be delivered or maintained upon the site until a building permit is issued. No structure of a temporary character, trailer, mobile home, camper, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

16. TELEPHONE SERVICE. All telephone connections between the public easement or street right-of-way to a lot and the dwelling constructed thereon shall be placed underground.

17. AIR CONDITIONING UNIT. No air conditioning units either central or wall units shall be placed on the front of any residence or otherwise placed or located so as to be visible to or from any public street. If the air conditioning unit is placed to the side or rear of any residence, but is still visible to or from any public street, it will be permissible to so locate the unit if it is screened with a permanent type of building material, approved by the Developer so that it cannot be seen from any street from any angle.

18. WALLS AND FENCES.

- (A) No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building lot that is within the front minimum building setback line, nor closer to the front line than a line paralleling the front building wall of the residence where the residence is set back from the front lot line a greater distance than the required minimum setback.
- (B) On corner lots the residence shall be deemed to have two front lot lines, for the purpose of these wall and fence restrictions. No fence or fence wall shall be erected on any lot until the type, height, materials, design and location have been approved by the Developer.



- (C) No exposed block shall be used in front of any exposed side of a residence except for decorative purposes and then only with the approval of the Developer. Fences that block the flow of air and fences that are not acceptable to the owners as determined by the Developer of the closest adjoining lot or lots will not be approved. Fences may be erected from the building line of the property to the rear of the property providing that the plans are approved by the Developer.

19. SWIMMING POOLS.

- (A) Construction may be only of concrete or a concrete-type materials.
- (B) Pool screening may not be higher than fourteen (14) feet.
- (C) No overhead electrical wires shall cross the pool. All pool lights, other than underwater lights, must be at least four (4) feet from the edge of the pool.
- (D) No swimming pool having an elevation exceeding four (4) feet above normal grade shall be permitted.
- (E) In cases where the backyard surrounding a pool is not fenced in, the pool itself must be enclosed with a fence not less than four (4) feet in height, or a screen enclosure. The entrance gate to the back yard or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty inches above the ground.

- 20. SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet, advertising the property for sale or rent, or signs of like size used by a builder or registered real estate broker to advertise the property during the construction and sales period.

21. GARBAGE, TRASH, WATER, SEWER AND REFUSE.

- (A) No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers. All garbage containers shall be located at the side of the dwelling within a walled enclosure of such height, design and construction so that no garbage containers can be seen from the street, except at times when garbage and trash collectors require placement of such containers at the curb. There shall be no burning of trash or other waste material.
- (B) No sewage, overflow from septic tanks, or waste water shall be permitted to accumulate on any lot, nor shall any garbage, trash or other refuse be placed or emptied upon any lot.

22. NUISANCES.

- (A) Nothing shall be done on any lot which may be or become an annoyance or nuisance of the neighborhood.
- (B) No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. Household pets, exclusive of birds, shall not exceed three in number and shall not be bred for commercial purposes, nor allowed to run loose on the streets.



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- (C) Basketball backboards and all other fixed game or play equipment shall be located in the rear of the dwelling. Portable game equipment shall be deemed "fixed" if left in place for 24 continuous hours. Portable basketball equipment is exempt from the nuisance restriction and may remain in place provided it is kept in good repair (no visible rust seen from street, sturdy for child safety).
- (D) Clothes lines shall be located in the rear of the residence and screened from the view of the adjoining lots and streets.
- (E) Fuel oil tanks, other storage tanks and swimming pool filters, etc. shall be of the underground type or completely concealed by hedges, lattice work or screening acceptable to the Developer.
- (F) No noxious or offensive activity shall be carried on upon any lot.
- (G) There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body.

23. VEHICLES AND REPAIRS.

- (A) The parking of commercial vehicles on driveways or otherwise on said premises, or on the public streets of said subdivision is prohibited except for loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions.
- (B) The definition of commercial vehicles shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers including self-propelled or those towed, and include mobile homes, or recreational vehicles.
- (C) Boats with or without boat trailers may not be parked at any time on driveways or on the public streets of said subdivision. They may be stored within the garage or behind a screened wall of minimum height of six (6) feet, which storage and screen, however, must be located no closer to the front lot line than a line paralleling the front of the front line building wall of residence.
- (D) There shall be no repair, except emergency repair, performed on any motor vehicle on or adjacent to any lot in this subdivision.

24. DRILLING AND MINING OPERATIONS PROHIBITED. 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.

25. IRON, TIN, ETC., PROHIBITED. No corrugated iron, rolled siding, tin, or aluminum shall be used in the construction of any buildings in said subdivision, except that aluminum may be used for trim, flashing, valleys, gutters, or downspouts; however, prefinished aluminum, plastic, and other modern materials may be used in the construction of any building when specifically approved by the Developer.



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- 26. NO TRADE, BUSINESS, PROFESSION.** No trade, business, profession or any other type of commercial activity, shall be carried on upon any of the land in this subdivision. No building or structure any time situated on said land shall be used as a hospital, sanitarium, church, charitable, religious, scientific or philanthropic institute, or for business or manufacturing purposes, and all the buildings on said lots shall be used exclusively for residential purposes.
- 27. TERM.** These covenants are to run with the land and except as they may or might be amended in accordance with Paragraph 37 shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of a majority of the lots, it is agreed to change said covenants in whole or in part.
- 28. PROPERTY OWNERS ASSOCIATION MAINTENANCE.**
- (A) Definitions:
- (1) ASSOCIATION shall mean and refer to Rio Villa North Property Owners Association, its successors or assigns, and shall govern Phase I and any other phase developed by Rio Villa Properties, Inc. and incorporated by reference to these restrictions.
 - (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 a part of the properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.
 - (3) PROPERTIES shall mean and refer to all of the above-described real property and any improvements thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
 - (4) COMMON AREA shall mean and refer to those parts of the above described properties which are not subject to individual ownership.
 - (5) LOT shall mean and refer to any plot of land shown upon any recorded subdivision of the properties, with the exception of the common area.
 - (6) DEVELOPER shall mean and refer to RIO VILLA PROPERTIES, INC., its successors and assigns, if such successors should acquire more than one undeveloped lot from the developer for the purpose of development and Rio Villa Properties, Inc. has no further fee simple interest in any of the remaining properties.
- (B) The Developer has formed a Property Owners Association for the owners of lots in Rio Villa North, Phase I, and such other phases as may be developed by the Developer, and incorporated herein by reference. Membership in the Association shall be required for all owners of lots in all of Rio Villa North, Phase I, and such other phases as are developed by the Developer in Rio Villa North. The Association was formed principally:



- (1) To assume the duties of Developer that are herein provided, at the time that the Developer assigns the duties to the Association. At such time as the Developer assigns the duties to the Association, the duties shall automatically become the responsibility of the Association. Developer shall be relieved of all such responsibilities at that time, except as it relates to architectural control. The duties of architectural control shall be retained by the Developer until such time as the Developer specifically assigns those duties to the Association in writing.
- (2) To take over the maintenance of the lighting, pavement island, greens, fence and water retention areas, as well as paying for both the maintenance and electrical charges for the operation of the street lights in the subdivision.
- (3) In connection with the cost of the maintenance and charges of said fence, pavement islands, lighting, green and water retention areas, except for the lots owned by the Developer, the owner of each lot in this subdivision agrees to pay in advance a yearly charge of Two Hundred (\$200.00) Dollars or an amount determined by the Rio Villa North Homeowners' Association Board and/or a vote of the owners as provided in Paragraph 28(b)(4).
- (4) The payment of the initial calendar year's prorata share of the assessment for the foregoing listed items shall be collected at the closing by the Developer. The Developer shall continue to collect the assessment which shall be paid on or before January 1 of each year. If the Developer determines that the charge is not sufficient, then the charge may be increased and the owner of each lot in the subdivision agrees to thereafter pay said increased amount. After Developer has disposed of all of its lots in this subdivision, the yearly charge may only be increased by a vote of the owners of at least a majority of the lots in the subdivision, or by the Property Owners Association.
- (5) The Rio Villa North Homeowners' Association shall, at its expense, perpetually maintain as open space and as a portion of the common areas and pursuant to the authority granted to it by these Restrictions, the storm water retention areas and storm water structure and pipes contained within the subdivision legally described in Exhibit A attached hereto and made a part hereof, as well as any other phases of Rio Villa North which are subsequently developed by Rio Villa Properties, Inc. and by reference included in these Restrictions.
- (6) In the event the Association shall fail to provide maintenance of the facilities described in Paragraph (5) above, in accordance with the terms of Ordinance 83-5 and the maintenance standards which shall from time to time be adopted by the City of Melbourne Engineering Department for said facilities, the City may, after thirty days written notice of its intention to do so, perform said work or have said work performed on behalf of the Association and charge the cost of performing said work or having said work performed to the Association.



(7) In the event the City of Melbourne is compelled to provide maintenance of the described facilities in accordance with the terms of Paragraph (6) above and the Association shall fail to pay to the City within thirty days the cost of providing said maintenance services, the City shall have and is hereby granted a lien for the costs expended against the subdivision. The lien shall be enforceable by the City in accordance with the procedures set forth in these Restrictions for creation and collection of liens for assessments.

- (C) It is further the intent of the Developer to construct additional phases, and that these restrictions shall be expanded to include such other phases as the Developer deems should be included into these restrictions in the future. Nothing contained in these restrictions shall be deemed to impose restrictions on other properties at this time. However, at such time as additional phases are developed, it is the intent of the Developer that the property owners in Phase I, in conjunction with the property owners in other phases shall comprise the membership of the property owners association and that membership in the association shall be required for all owners in Phase I and such other phases as may be created from time to time.

29. ENFORCEMENT.

- (A) If the owner or owners of property in this subdivision violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision, the Association or the Developer to prosecute, at law or in equity, the person, or persons, violating or attempting to violate any covenant or restriction and to prevent him or them by injunction from so doing or continuing to do such acts. If ascertainable, the persons bringing such action may recover damages for such violation. It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party, in any legal proceedings, which result in the successful enforcement and/or restraint, by injunction or otherwise, of any covenant or restriction contained in this notice; or any legal proceeding brought for the collection of any assessment authorized by these Restrictions, which successfully results in favor of the party bringing such action, shall be borne in full by the violator of such restriction or covenant, or the party owing such assessment.
- (B) A reasonable assessment of damages would be \$50.00 per day for each day that a violation persists after an owner of a lot is notified in writing of such violation by either Developer or authorized representative of the Property Owners' Association.



30. RELEASE OF VIOLATED RESTRICTIONS.

- (A) When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, or when minor variations are noted prior to the start of construction of the residence, the Developer shall have the right at any time to release the lot or building plot, or portions of it, from any part of the covenants and restrictions that are violated; however, the Developer shall not give any release except with respect to a violation that it determines to be minor and when the variations will not detract from the objectives sought to be achieved by the restrictions.
- (b) These restrictions are placed of record not to encumber the owner from the use of the land, but to insure the present and future owners that the subdivision will be developed for the best interest of all concerned.

31. PROPERTY RIGHTS

- (A) Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to each lot subject to the following provisions:
 - (1) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid.
 - (2) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.
- (B) Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

32. MEMBERSHIP and VOTING RIGHTS

- (A) Every owner as above defined shall be a member of the Association; and membership in the Association shall be appurtenant to and may not be separated from ownership of a lot as above defined.
- (B) The Association shall have two classes of voting membership:
 - (1) Class A members shall be all owners as above defined, with the exception of the Developer, and each such owner shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members and the vote shall be exercised as the various owners may determine, but in no event shall there be more than one (1) vote cast with respect to any one lot.



(2) Class B members shall be Developer who 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 number of lots owned by Class A members equals seventy-five percent (75%) of the total number of lots contained in Rio Villa North Phase I, or

(b) Seven (7) years from the date hereof.

33. MAINTENANCE ASSESSMENTS.

(A) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall require the assent of two-third (2/3) of the votes of each call of members voting in person or by proxy, at a meeting duly called for said purpose.

(B) Notice and Quorum for any Action Authorized Under Paragraphs 28 (b) and 33 (a). Written notice of any meeting called for the purpose of taking any action authorized under the above Paragraphs shall be sent to all members not less than twenty days nor more than thirty days in advance of the meeting, and notice of any such meeting shall be given by personal delivery or mailing, and mailing by the association to the members thereof shall be deemed notice to such members. At the first such meeting called, the presence of members or of proxies entitled to cast 60% 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 subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(C) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

(D) Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the 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 amount of the annual assessment against each lot at least 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 of the Association. 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 any lot shall be binding upon the Association as of the date of its issuance.

- (E) **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 15% per year. The Association may bring an action at law against the owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the assessments provided for herein by non-use of the Common Area or abandonment of his lot.
- (F) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.
- (G) **Exemption from Assessment.** The property owned by the Developer shall be exempt from assessment during the development-building period of each lot which period shall be defined for each lot as a twenty four (24) month period commencing the date of Notice of Commencement of construction on each said lot.

34. OUTDOOR ANTENNAS. There shall be no outdoor antennas, short wave or ham radio antennas, or other outdoor receivers in the subdivision with the following exceptions: Satellite dishes, no more than 20 inches in diameter. Such satellite dishes must be located on the side or back of the homeowner's dwelling, not forward of the front property setback, and not atop a fence on a property boundary....

and

A microwave receiving device (MRD) for the purpose of receiving MMDS (Multichannel Multipoint Distribution Service) wireless cable television programming. The MRD shall not exceed 18 x 24 inches and shall be installed by either a side mounted mast, a rear chimney mounted mast or a rear gable mounted mast in the rear of the homeowner's dwelling. The MRD may not be placed forward of the front property setback or be attached to a fence on a property boundary.

35. SOLAR HEATERS. Solar heaters shall not be visible from the street. If roof mounted, they shall be located in the rear of the home or on a flat roof. Plans must be submitted to the Architectural Control Committee for approval.

36. GARAGE SALES. No homeowner shall hold more than two (2) garage sales per year.



37. AMENDMENT.

- (A) So long as the Developer or its assignees of the rights under this paragraph, own one or more lots in this subdivision, Developer may change these covenants in whole or in part by executing a written agreement making said changes and have the same duly recorded in the Public Records of Brevard County, Florida, provided that owners of the lots at the time of changes in the restrictions will not be bound by those changes via the route of the "Grandfather Clause" and further provided that the changes, if any, will not weaken or lessen the restrictions in the declaration.
- (B) At any time after Developer, or its assignee, no longer owns any lots in this subdivision, the then owners of at least 50% of the lots may change these covenants in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals this 28 day of September 1995.

WITNESS:

[Handwritten Signature]
[Handwritten Signature]

RIO VILLA NORTH HOMEOWNERS' ASSOC., INC.

BY: Janice Meier
Janice Meier, President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing Restrictions were subscribed, acknowledged and executed by Janice Meier, as President of Rio Villa North Homeowners' Association, Inc. this 28 day of September, 1995.

[Handwritten Signature]
Notary Public

My Commission Expires:



Notary Public, State of Florida
DOUGLAS J. DAVIS
My Comm. Exp. May 25, 1997
Comm. No. CC 289809



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WITNESS:

Yoni Cunningham
Joseph Diprima

RIO VILLA PROPERTIES., INC.

BY: *Joseph Diprima*
JOSEPH DIPRIMA, President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing Restrictions were subscribed, acknowledged and executed by JOSEPH DIPRIMA, as President of Rio Villa Properties, Inc. this 28 day of September, 1995.

Douglas J. Davis
Notary Public

My Commission Expires:



Notary Public, State of Florida
DOUGLAS J. DAVIS
My Comm. Exp. May 25, 1997
Comm. No. CC 289809



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