

This Instrument Prepared by and Return to:
Gregg M. Casalino, Esq.
Collins Brown Barkett, Chartered
756 Beachland Boulevard
Vero Beach, FL 32963

**CERTIFICATE OF AMENDMENT TO
THIRD AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PRESERVE OF VERO**

THE UNDERSIGNED being the President and Secretary, respectively, of The Preserve of Vero Homeowners Association, Inc. a Florida not for profit corporation, (“Association”), the corporation in charge of the operation and control of The Preserve of Vero, according to the Second Amended and Restated Declaration of Covenants, Conditions, And Restrictions for The Preserve of Vero, as recorded in O.R. Book 2994, beginning at page 1798, public records in and for Indian River County, Florida, hereby certify that the attached Third Amended and Restated Declaration Of Covenants, Conditions And Restrictions for The Preserve of Vero (“Third Amended and Restated Declaration”) was approved by the affirmative vote of 51% (fifty-one percent) of the Lot Owners holding membership in the aforementioned Association at a meeting duly called and held on February 10, 2022. The undersigned further certify that the Third Amended and Restated Declaration was proposed and approved in accordance with the Second Amended and Restated Declaration of Covenants, Conditions, And Restrictions for The Preserve of Vero and applicable law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The Preserve of Vero Homeowners Association, Inc. has caused this certificate to be executed in its name on this 25th day of February, 2022.

THE PRESERVE OF VERO HOMEOWNERS ASSOCIATION, INC. a Florida not for profit corporation

By: Scott C. Wallace - Pres.
Scott C. Wallace, President

Attest
By: William Krupnick
William Krupnick, Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of February, 2022, by Scott C. Wallace, as President, and William Krupnick, as Secretary, of The Preserve of Vero Homeowners Association Inc., a Florida not for profit corporation, who are personally known to me or have produced _____ as identification.

Donna Darlette Maness
Print: Donna Darlette Maness
Notary Public, State of Florida
Serial No. HH 202143



DONNA DARLETTE MANESS
Commission # HH 202143
Expires January 13, 2026

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

GREGG M. CASALINO, ESQUIRE
COLLINS BROWN BARKETT, CHARTERED
756 Beachland Boulevard
Vero Beach, Florida 32963

**SUBSTANTIAL REWORDING OF SECOND AMENDED AND RESTATED DECLARATION
SEE SECOND AMENDED AND RESTATED DECLARATION RECORDED AT OFFICIAL
RECORDS BOOK 2994, PAGE 1798, PUBLIC RECORDS OF INDIAN RIVER
COUNTY, FLORIDA FOR ORIGINAL TEXT**

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE PRESERVE OF VERO**

THE PRESERVE OF VERO

TABLE OF CONTENTS

BACKGROUND RECITALS 1

1. **Definitions**..... 2

2. **Ownership and Mortgaging of the Common Areas**..... 4

 2.1. **Ownership and Transfer**..... 4

 2.2. **Mortgaging by the Association**..... 5

3. **Rights to Use the Common Areas** 5

 3.1. **Owners’ Rights and Easements Generally**..... 5

 3.2. **Private Roadways and Entranceways** 5

 3.3. **Waiver of Use**..... 6

4. **Other Easements**..... 6

 4.1. **Public Service** 6

 4.2. **Utilities**..... 6

 4.3. **Irrigation Easement**..... 6

 4.4. **Utility Easement**..... 6

 4.5. **Encroachments**..... 6

 4.6. **Support**..... 7

 4.7. **Stormwater Management System** 7

 4.8. **Inspection**..... 7

5. **The Association** 7

 5.1. **Membership** 7

 5.2. **Voting by Members** 7

6. **Use Restrictions**..... 7

 6.1. **Compliance with Zoning Ordinances** 7

 6.2. **Rules and Regulations**..... 8

 6.3. **Offensive Conduct** 8

 6.4. **Animals**..... 8

 6.5. **Prohibition on Use of Stormwater Management System Areas** 8

 6.6. **Water Conservation** 8

 6.7. **Residential Units**..... 9

 6.8. **Occupancy**..... 9

 6.9. **No Trade or Business**..... 9

 6.10. **Leases/Rentals**..... 10

 6.11. **Outside Storage of Personal Property; Location of Sports or Play Structures**..... 11

 6.12. **Prohibition of Certain Structures** 11

 6.13. **Trash and Yard Trash**..... 12

 6.14. **Vehicles/Vessels** 12

 6.15. **Landscaping** 13

 6.16. **Irrigation** 14

 6.17. **Landscape Tracts, Conservation Areas, and Perimeter Landscape Buffers**..... 14

 6.18. **Maintenance**..... 15

 6.19. **Air Conditioning Units and Other Equipment** 16

 6.20. **Clothesline and Outside Clothes Drying**..... 16

 6.21. **Nuisances** 16

 6.22. **Antenna and Satellite Dishes** 16

 6.23. **Walls and Fences** 17

 6.24. **Signs**..... 17

 6.25. **Window Treatments and Solar Panels** 17

6.26.	Stormwater Management.....	18
6.27.	Swimming Pools.....	18
6.28.	Exterior Lighting.....	18
6.29.	Mail Boxes.....	18
7.	Enforcement and Violation of Declaration.....	19
7.1	Enforcement.....	19
7.2.	Violation of Declaration.....	19
8.	Maintenance and Taxes.....	20
8.1.	Maintenance of Common Areas.....	20
8.2.	Maintenance of Surface Water or Stormwater Management System.....	20
8.3.	Taxes and Assessments.....	20
9.	Insurance.....	20
9.1.	Casualty.....	20
9.2.	Public Liability.....	21
9.3	Fidelity Insurance.....	21
9.4.	Additional Coverage.....	21
9.5.	Premiums.....	21
10.	Damage to the Common Areas by Owners.....	21
11.	Assessments.....	21
11.1.	Covenant to Pay and Creation of Lien.....	21
11.2.	Purpose.....	22
11.3.	Periodic Assessments.....	22
11.4.	Special Assessments.....	22
11.5.	Equal Assessments.....	23
11.6.	Non-Use.....	23
11.7.	Association's Remedies for Late Payment and Non-Payment of Assessments.....	23
11.8.	Lien Priority.....	24
12.	Architectural Control.....	24
12.1.	Intent.....	24
12.2.	Composition.....	25
12.3.	Meetings of the Architectural Review Board.....	25
12.4.	Compensation of Members.....	25
12.5.	Non-Liability of Committee Member.....	25
12.6.	Review of Proposed Construction.....	25
12.7.	Inspection of Work.....	27
12.8.	Failure to Apply.....	27
13.	Conservation Easement Areas.....	28
13.1.	Prohibitions and Restrictions.....	28
14.	Amendments to Declaration.....	29
15.	Effect and Duration of Covenants.....	29
16.	Miscellaneous Provisions.....	29
16.1.	Constructive Notice and Acceptance.....	29
16.2.	Enforcement Generally.....	29
16.3.	No Waiver.....	30
16.4.	Severability.....	30
16.5.	Gender and Plurality.....	30
16.6.	Notice to Owners.....	30
16.7.	Captions.....	30
16.8.	Liberal Construction.....	30

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE PRESERVE OF VERO**

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is dated this 15th day of March, 2022, by The Preserve of Vero Homeowners Association, Inc., a Florida not for profit corporation ("Association"), successor in interest to, and assignee of, GEN DEVELOPMENT, INC., a Florida corporation, (hereinafter referred to as the "Developer") solely with respect to The Preserve of Vero.

BACKGROUND RECITALS

WHEREAS, The Preserve of Vero ("Preserve") is a planned residential subdivision development established by a plat of The Preserve of Vero, Phase One Subdivision, recorded in Plat Book 16, page 40, and The Preserve of Vero, Phase Two Subdivision, recorded in Plat Book 17, page 4 (the recorded Phase One and Phase Two plats hereinafter collectively referenced as "Plat"); and

WHEREAS, the Association and its members own certain lands located in Indian River County, Florida more specifically set forth in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, on June 19, 2001, the Declaration of Covenants, Conditions, And Restrictions for The Preserve of Vero (the "Declaration") was recorded in Official Records (O.R.) Book 1409, pages 2715 through 2739, Public Records of Indian River County, Florida; and

WHEREAS, on September 26, 2001, Developer re-recorded the Declaration in O.R. Book 1432, pages 713 through 755; and

WHEREAS, on November 25, 2003, Developer amended the Declaration by First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Preserve of Vero, recorded in O.R. Book 1664, page 54, Public Records of Indian River County, Florida; and

WHEREAS, on June 28, 2004, Developer amended the Declaration by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve of Vero, recorded on March 21, 2005 in O.R. Book 1849, page 1040, Public Records of Indian River County, Florida; and

WHEREAS, the transfer of control of the Association, Common Area, and other associated components of the Property from the Developer to the Association under Developer's Declaration ("Turnover") occurred in December of 2004; and

WHEREAS, on October 30, 2009, the Association amended and restated the Declaration by Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Preserve of Vero ("Amended and Restated Declaration"), recorded in O.R. Book 2377, page 1453 through 1475, Public Records of Indian River County, Florida; and

WHEREAS, on February 6, 2014, the Association amended and restated the Bylaws of The Preserve of Vero Homeowners Association, Inc. by the Amended and Restated Bylaws of The Preserve of Vero Homeowners Association, Inc., recorded in O.R. Book 2375, pages 1770 through 1781, Public

Records of Indian River County, Florida; and

WHEREAS, on January 5, 2017, the Association amended and restated the Declaration by Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Preserve of Vero (“Amended and Restated Declaration”), recorded in O.R. Book 2994, page 1798 through 1828, Public Records of Indian River County, Florida; and

WHEREAS, the Association is responsible to maintain, administer, and own various portions of the Property as more specifically set forth herein and on the Plat; and to enforce the covenants, restrictions, charges, and liens created by this Declaration, including, without limitation, the stormwater management system as herein defined; and

WHEREAS, the Association declares that the Property, together with all improvements thereon, together with such additions thereto as are hereafter made pursuant to this Declaration shall be held, conveyed, leased, mortgaged, used, occupied, and improved subject in perpetuity to the easements, covenants, conditions, restrictions, servitudes, charges, and liens created, imposed, and reimposed in this Declaration; and

WHEREAS, the Association desires to further amend the Amended and Restated Declaration by adopting the following as the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Preserve of Vero.

NOW, THEREFORE, the undersigned Association adopts the following as the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Preserve of Vero:

1. Definitions.

When used in this Declaration, each term listed herein shall have the meaning indicated, unless the context in which it is used clearly indicates a contrary intention:

"Architectural Review Board" or “ARB” means the committee created pursuant to this Declaration.

"Association" means The Preserve of Vero Homeowners Association, Inc., a not-for-profit Florida corporation, and its successors and assigns.

"Articles" means the Association's Articles of Incorporation, as amended from time to time.

"Bylaws" means the Association's Bylaws, as amended from time to time.

"Board" or *"Board of Directors"* means the Association's Board of Directors.

"Builder" means each person or entity who purchased a Lot from Developer and constructs a dwelling thereon.

"Common Area" means the streets (including the Miami gutters, i.e., the concrete gutters on the sides of the streets); rights of ways; easements; Stormwater Management System; the Limited Common Element portion of the Irrigation System; the Conservation Tract; and all Landscape tracts shown on the Plat, plus whatever land is declared to be Common Area in any amendment to this Declaration.

"Common Expenses" means the costs of administering the Association; maintaining, operating, insuring, and paying taxes with respect to the Common Areas; Conservation Area; any other areas dedicated to the Association on the Plat, and the Limited Common Element; and maintaining, operating, and replacing the Stormwater Management System.

"Conservation Area" or *"Conservation Easement Areas"* means the areas dedicated to St. Johns River Water Management District and the Board of County Commissioners of Indian River County in "Conservation Tract "G" and two (2) "Conservation Tracts" adjacent to 5th Street SW as more specifically set forth on the Plat, to be preserved in an undeveloped state for the protection of endangered vegetation, wildlife and wetlands.

"County" means Indian River County, a political subdivision of the State of Florida.

"Declaration" means, and the words, "hereto," "hereof," "hereunder," "herein," and words of similar import shall refer to, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions as hereafter amended from time to time, and the easements, covenants, conditions, restrictions, servitudes, charges, and liens created, imposed, or reimposed by this Declaration.

"Director" means a director of the Association.

"Improvement" means any structure or artificially created condition or appurtenance located on the Property, including, but not limited to, any building, walkway, sprinkler pipes, irrigation wells and pumps comprising the Limited Common Element, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, or landscaping.

"Irrigation System" means the non-potable water distribution system throughout the Property comprised of underground wells, lines, pumps, and related accessories for the irrigation of landscaped areas within each Lot and the Common Area of the Property. Such Irrigation System shall use water from the retention ponds (Stormwater Management Tracts) within the Property and/or reclaimed water meeting the applicable guidelines under Florida law for use as irrigation water. The maintenance, operation, improvement, and any repair of the Irrigation System shall be the primary responsibility of the Association and shall be a limited common element; provided, however, the irrigation lines and equipment located on the Individual Lots that are a part of the Irrigation System shall be maintained in good repair by their respective Owners, as more specifically set forth in this Declaration, subject to the controls and regulations of the Association.

"Landscape Tracts" mean those landscape tracts shown on the Plat and dedicated to the Association.

"Limited Common Element" means all those parts of the Irrigation System for which the Association has the maintenance obligation and responsibility under this Declaration, and specifically includes routine monthly maintenance of sprinklerheads on each Lot. However, the repair of broken sprinklerheads is the sole financial responsibility of each Owner.

"Lot" means one of the plots of land numbered 1 through and including 145, as more specifically depicted on the Plat, (including all Residential Dwellings and other improvements constructed thereon).

"Management Company" means a person, firm, corporation, or agency employed by the Association as its agent to assist in fulfilling or carrying out certain of the Association's duties, powers, or functions.

"*Member*" means any person or entity holding a membership in the Association. Each Lot has only one (1) member per Lot, irrespective of the number of Owners of such Lot.

"*Notice and Hearing*" means, with respect to a particular Owner, written notice to that Owner and a public hearing before the Board, or a committee appointed by the Board, at which the Owner has an opportunity to be heard in person or by counsel, all in the manner provided in this Declaration, the Bylaws, and applicable Florida law.

"*Officer*" means an officer of the Association.

"*Owner*" means the persons or entities (regardless of the number of either) holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation and also excluding purchasers under executory contracts of sale.

"*Patio*" means a paved area adjoining the Residential Unit that is not covered. It may or may not be inside a screen enclosure.

"*Perimeter Landscape Buffer*" means a twenty-five (25) foot wide area at the perimeter of each Lot of a Residential Unit that is adjacent to the Landscape Tracts adjacent to 20th Avenue or the Conservation Tracts adjacent to 5th Street SW, as set forth on the Plat.

"*Porch*" means a covered area adjoining the front or rear entrance to a Residential Unit. It may or may not be inside a screen enclosure. A Porch adjoining a rear entrance is also known as a Lanai.

"*Reclaimed Water System*" means any reclaimed water distribution system (including any and all related lines, machinery, and facilities) supplying or intended to supply non-potable reclaimed water to the Property solely for irrigation purposes.

"*Resident*" means any person living in a Residential Unit, other than the Owner, and specifically includes tenants.

"*Residential Unit*" means a constructed dwelling on a Lot that is intended for use and occupancy as a single-family residence.

"*Stormwater Management System*" means the system located on the Property, including Stormwater Management Tracts A,B, and S-1 shown on the Plat, designed and constructed to control discharges caused by rainfall events and incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code, by the St. Johns River Water Management District.

2. Ownership and Mortgaging of the Common Areas

2.1. Ownership and Transfer.

- (a) Ownership by the Association. By operation of law, and in accordance with the Plat, the Association holds title to the Common Area, for the benefit of the persons entitled

to use them under the provisions of this Declaration.

- (b) Transfer by the Association Generally. The Association may dedicate or transfer all or part of the Common Areas owned by it to any public agency, authority or utility; provided, however, no such dedication or transfer shall occur without the affirmative vote of two-thirds of the Members pursuant to the Bylaws and applicable Florida law, and thereafter, an instrument is recorded in the Public Records of Indian River County that sets forth with particularity the dedication or transfer, and the purposes and conditions under which it is made.

2.2. Mortgaging by the Association.

The Association may mortgage all or any part of the Common Areas for the purposes of improving, repairing, or reconstructing them, provided it first obtains the written approval of two-thirds of the Members.

3. Rights to Use the Common Areas

3.1. Owners' Rights and Easements Generally.

As long as this Declaration is in effect, each Owner shall have a non-exclusive right to and easement for the use and enjoyment of the Common Areas equal to each other Owner's right thereto. This right and easement shall be appurtenant to and pass with title to that Owner's Residential Unit, subject to the following:

- (a) The right of the Association to limit the number and type of guests, invitees, or licensees of an Owner or a Tenant who may use the Common Areas
- (b) The right of the Association to establish uniform Rules and Regulations to govern the use of the Common Areas and to implement the guidelines in this Declaration;
- (c) The right of the Association (together with its agents, employees, and independent contractors) to perform the maintenance, repair, and reconstruction obligations described herein; and
- (d) The rights, easements, and restrictions set forth elsewhere in this Declaration.

3.2. Private Roadways and Entranceways.

- (a) Regulation by the Association. The Association may establish reasonable regulations concerning parking or driving on any portion of the Common Areas and may have any vehicle violating the regulations removed. The Association may also install security devices at the entranceways to the Property to regulate entry into the Property.
- (b) Notwithstanding (a) above, all Owners, their tenants, guests, and invitees shall have a non-exclusive easement for ingress and egress over the private roadways within the Common Areas for vehicular and pedestrian travel to and from the public streets which are adjacent to the Property.

3.3. Waiver of Use.

No Owner may exempt himself/herself from personal liability for assessments duly levied by the Association, or release the Lot owned by him/her from the liens and charges provided for herein, by wavier of the use and enjoyment of the Common Areas or Limited Common Element, or by abandonment of his/her Lot.

4. Other Easements

4.1. Public Service.

As set forth on the Plat, fire, police, health, sanitation, and other public service personnel and their vehicles shall have a permanent and perpetual easement into, over, and out of the Common Areas to perform their respective functions.

4.2. Utilities.

There is hereby created and reserved a blanket easement upon, across, through and under the Property for the ingress, egress, installation, maintenance, repair, replacement, relocation, expansion, and operation of any and all utility and other service lines, facilities, and systems (including, without limitation, those for supplying electricity, gas, phone service, cable or satellite television service, water, and sewer) servicing or intended to service any one or more Lots or improvements on the Property.

4.3. Irrigation Easement.

There is hereby imposed, re-imposed, created, and reserved a blanket easement upon, across, through, and under the Property and the Common Areas for the Irrigation System, regardless of whether the Irrigation System is distributing reclaimed water or water from the stormwater management tracts comprising part of the Stormwater Management System to the Lots and Common Areas for irrigation purposes.

4.4. Utility Easement.

All utility services providers may, by virtue of the easements created by this Declaration and the Plat, install, maintain, repair, and replace on the Property any and all facilities that are necessary or useful for providing the utility service, may perform whatever excavations it considers necessary or helpful in doing so, and may perform r meter installations and meter reading.

4.5. Encroachments.

If (a) any portion of the Common Areas encroaches upon any other portion of the Property; (b) any other portion of the Property encroaches upon the Common Areas; or (c) any encroachment occurs as the result of (i) construction of an improvement (ii) settling or shifting of an improvement, (iii) alteration or repair of the Common Areas, (iv) repair or restoration of an improvement after damage by fire or other casualty, or (v) a taking by condemnation or eminent domain proceedings of all or any portion of an improvement, then, in any such case, a valid easement shall exist for such encroachment and its maintenance as long as the improvement causing the encroachment stands, so long as it is approved in advance by the Association in writing.

4.6. Support.

In any case in which a structure included in the Common Areas adjoins a structure included in any other portion of the Properties, each structure shall have and be subject to an easement of support and necessity in favor of the other structure.

4.7. Stormwater Management System.

There is hereby created and reserved a blanket easement upon, across, through, and under the Property for the ingress, egress, installation, maintenance, repair, replacement, relocation, and operation of the Stormwater Management System. This easement shall be appurtenant to and for the benefit of the Property. Said easement contemplates the construction of all stormwater drainage improvements and facilities shown on the plans for the Stormwater Management System as approved by Indian River County and the St. John's River Water Management District, and any replacement or substitute permits issued by the St. John's River Water Management District, and such additional or supplemental facilities that may be reasonably required to provide adequate storm drainage and surface water management to all portions of the Property. No one shall be permitted in the Stormwater Management System areas, except for required maintenance and inspection purposes as set forth in this Declaration. The Association does not guarantee the level of water at any time, in the Stormwater Management Tracts.

4.8. Inspection.

At least annually, the Association shall inspect and measure all Stormwater Management System located within the Property to ensure that the drainage systems are operating as designed. The Association shall modify the drainage systems should maintenance measures be insufficient to achieve the operation of the drainage systems as designed. The Association must apply for and obtain approval from the St. John's River Water Management District for any alternative design prior to installation.

5. The Association

5.1. Membership.

Every Owner shall be a Member, but no Owner shall have more than one membership for each Lot owned. Membership shall not be assignable, and is not severable from the fee ownership of a Lot.

5.2. Voting by Members.

Each Member shall be entitled to one vote for each Lot owned by the Member.

6. Use Restrictions

6.1. Compliance with Zoning Ordinances.

No use may be made of a Residential Unit, Lot, or the Common Areas that violates any applicable zoning ordinance; the applicable building permit for any Residential Unit; or the approved "Site Construction Plans" for the Common Areas.

6.2. Rules and Regulations.

No person shall use the Common Areas, any Residential Unit, or any part of either of the foregoing in any manner contrary to the Rules and Regulations adopted by the Board.

6.3. Offensive Conduct.

No behavior or practice shall be permitted on the Common Areas, any Lot, or any Residential Unit that endangers or unreasonably annoys any Owner or other authorized user of the Common Areas e.g., loud noises or fireworks as defined in Indian River County ordinances; or that might cause the premiums for insurance on the Common Areas to be increased. No immoral or unlawful use shall be made of any part of the Common Areas or any Lot. The Board is hereby granted the power to make and enforce reasonable Rules and Regulations in furtherance of this provision.

6.4. Animals.

- 6.4.1. No animal owned by (or in the custody of) any Owner, Resident, or their respective tenants or guests shall be permitted on the Property or the Common Areas except when it is leashed or carried by hand. The leash shall be no longer than six (6) feet long as per Code of Ordinances, County of Indian River, Florida Section and non-retractable.
- 6.4.2. The Board may temporarily or permanently ban any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering, or otherwise from the Common Areas, the Property generally, any Lot, or any Residential Unit.
- 6.4.3. No animal may be kept on the Property or any Residential Unit for commercial or breeding purposes. No animal may be kept outside a Residential Unit unless someone is present in the Residential Unit.
- 6.4.4. Any person owning or walking a dog anywhere on the Property shall pick up and remove any solid animal waste deposited by the dog.
- 6.4.5. All animals and animal owners are subject to the animal control laws of the County while in or on the Property.

6.5. Prohibition on Use of Stormwater Management System Areas.

No one shall be permitted in the Stormwater Management System areas, except for required maintenance and inspection purposes as set forth in this Declaration.

- 6.5.1. No one shall fish in the Stormwater Management System areas.

6.6. Water Conservation.

No one shall replace, remove, or alter any device which controls the amount or times of water distribution to any Lot and which was installed on the Lot as part of the Irrigation System; provided, however, that an Owner may repair or replace such device with a device that is similar or better, and that

meets all restrictions imposed by St. Johns River Water Management District in effect at the time the repair or replacement is made.

6.7. Residential Units.

- 6.7.1. Only one Residential Unit shall be constructed on any Lot. Such Residential Unit shall comply with minimum standards as specified by the Architectural Review Board.
- 6.7.2. The minimum square footage of the air-conditioned portion of a dwelling (excluding the garage) shall be 1,750 square feet.
- 6.7.3. All roofs shall be constructed of barrel tile, cement or masonry tile, architectural asphalt shingles, or metal. The construction or installation of any new roof, or the construction or installation of any re-roofing that occurs must receive the prior approval of the Architectural Review Board.
- 6.7.4. All Residential Units shall have at least a two (2) car garage. All garages shall remain as garages, and no garage, or portion thereof, shall be converted to air-conditioned living area/space including, but not limited to, a bedroom, a living room, dining room, a family room, study, den, or the like. Further, no garage door may be changed to a screen door or a glass door nor may screen doors or glass doors be added in front of or behind an existing garage door.
- 6.7.5. No Residential Unit originally constructed as a one-story dwelling shall have a second story added that is less than 1,000 square feet of air-conditioned living area. Any such addition must receive the prior approval of the Architectural Review Board.
- 6.7.6. Any addition to a Residential Unit must receive prior approval of the Architectural Review Board and must comply with any applicable building codes. Further, any such addition must match the architectural style of the existing Residential Unit.

6.8. Occupancy.

- 6.8.1. No Residential Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Residential Unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other Residents of The Preserve.
- 6.8.2. No Residential Unit shall be used as a roominghouse or boardinghouse as such terms are used in the Indian River County code.

6.9. No Trade or Business.

No trade, business, profession, or commercial activity, or any other nonresidential use that involves clients, customers, business shipments, or business deliveries to and from any Lot or Residential Unit, shall be conducted upon any portion of the Property or within any Lot or Residential Unit by any

Owner or Resident of the Property. Any business currently operated by an Owner or Resident in any Residential Unit on the date this Declaration is recorded, is hereby deemed approved; provided, however, that such approval does not extend to an additional business operated by the same Owner or Resident at the same Residential Unit; or any specific Residential Unit, Lot, or Resident.

6.10. Leases/Rentals.

6.10.1. All leases or rentals of a Residential Unit must be in writing. No lease or rental shall be for a period of less than twelve (12) months. No subleases are permitted.

6.10.2. Residential Units in The Preserve are single family homes. All leases or rentals must be to a single family unit, i.e., any number of persons related by blood, marriage or adoption or not more than two (2) unrelated, adult persons living as a single housekeeping unit.

All individuals, adults and minors, living in a leased or rented Residential Unit must be listed by name on the lease or rental document.

6.10.3. All lessee(s)/tenant(s) are fully subject to the terms and conditions of this Declaration and to the Rules and Regulations adopted hereunder. No specific lease/rental provision to this effect is required.

6.10.4. All lessee(s)/tenant(s) shall be provided with a copy of the Declaration and the Rules and Regulations by the Management Company.

(a) Prior to taking occupancy of the Residential Unit, all lessees/tenants shall sign an acceptance form that states that the lessee(s)/tenant(s) have read and agree to abide by the specifications of the Declaration and the Rules and Regulations.

(b) The signed agreement form shall be attached to the completed lease/rental form and shall be delivered by the Association Board to its management company at least fifteen (15) days prior to the occupation of the Residential Unit by the lessee(s)/tenant(s). The forms will be maintained in the Association's official records for at least twelve (12) months after the termination of the lease/rental agreement.

(c) Owners shall ensure compliance by, and shall be responsible for, any violation of their lessees/tenants with respect to all provisions of the Declarations and the Rules and Regulations.

6.10.5. No Residential Unit may be leased or rented if the Owner is not current on all Association financial obligations, including dues, fines, liens and/or assessments.

6.10.6. The Association Board may:

- (a) Require the payment of a security deposit in an amount of up to five hundred dollars (\$500.00) to the Association as a condition of a lease/rental;
- (b) Establish a lease/rental application fee of up to two hundred and fifty dollars (\$250.00) in addition to the security deposit; and
- (c) Establish an interview and prior approval process for all leases/rentals, as set forth in the Rules and Regulations of the Association.

6.10.7. No Residential Unit may be leased or rented if the Association Board has reason to believe that any occupancy of the Residential Unit presents an unsafe condition.

6.10.8. At least thirty (30) days prior to a lease/rental term's expiration, the Association Board shall be notified in writing of a lease/rental extension.

6.11. Outside Storage of Personal Property; Location of Sports or Play Structures.

The personal property of any Owner or Resident shall be kept inside the Residential Unit or within a privacy fenced area, landscape-screened area, or a Patio area so as not to be visible from any curb view and/or retention pond view. This restriction shall not apply to patio furniture kept on the front or back Porch or Patio of any Residential Unit.

6.11.1. All children's toys and movable apparatuses must be moved inside the Residential Unit by 10 PM each day.

6.11.2. The following items are specifically prohibited: basketball hoops of a fixed nature; construction equipment; swing sets in the front yard or side yard; and fountains and statues in the turf area of a lawn. The placement of a swing set in the back of any Lot shall be determined by the Architectural Review Board.

6.11.3. No permanent structures or apparatuses related to physical fitness, sports or recreation shall be located on any Lot where such items are visible from the street curb view and/or retention pond view.

6.11.4. Fountains and statues are allowed in the mulched areas of a Lot, provided that the mulched area is not unreasonably expanded into the turf area of a Lot. Further, installed fountains shall be four (4) feet or less in height and installed statues shall be three (3) feet or less in height. All fountains and statues currently located on any Lot on the date this Declaration is recorded are hereby deemed approved; however, such approval does not extend to any new or additional fountains and statues to be located on the same Lot unless such fountain and/or statue complies with the height and placement restrictions provided above.

6.12 Prohibition of Certain Structures.

No accessory building or structure, whether portable, temporary or permanent, shall be erected,

constructed, or located on any Lot for storage purposes or any other purpose, except:

6.12.1. A storage unit of no greater than five (5) feet in height may be placed within the back Patio of the Residential Unit.

6.12.2 Tents are allowed to be erected for parties and other events for no more than 48 hours, to include tent delivery, set up, the event itself and removal.

6.13. Trash and Yard Trash.

Each Resident and Owner shall regularly pick up all garbage, trash, refuse, or rubbish (collectively, "Trash") and landscape trimmings and other yard trash ("Yard Trash") on the Owner's Lot. Trash and Yard Trash that is required to be placed at the street (curb) front of the Lot to be collected shall only be placed and kept at the street (curb) front of the Lot after dusk on the day before the scheduled day(s) of collection. All Trash receptacles and recycling bins must be removed from the street (curb) front after collection by the end of the collection day(s). All Trash must be placed in appropriate Trash receptacles; and all Yard Trash must be placed in bags or otherwise properly contained as required for commercial curbside pick-up. All Trash receptacles and Yard Trash shall be stored inside a Residential Unit or within an area that is screened from any curb view and/or retention pond view by landscaping or other Association-approved materials, and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. All Trash receptacles shall have a securely-fitting lid.

6.14. Vehicles/Vessels.

6.14.1. The following are permitted Owner/Resident Vehicles /Vessels:

- (a) Private passenger autos, pick-up trucks, mini-vans, sport utility vehicles.
- (b) Motorcycles, motorscooters, mopeds and other similar licensed/registered street-legal vehicles under the following conditions:
 - (1) On-site use of these vehicles is restricted to operation between Residential Unit and The Preserve's entrance/exit gates;
 - (2) These vehicles may only be parked and stored in the Residential Unit's garage; and
 - (3) These permitted vehicles must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the Residents.
- (c) Canoes, kayaks, and small boats/trailers under 16 feet are restricted to garage storage with the garage doors closed.

6.14.2. The following are permitted only in garages:

- (a) Vehicles. Vehicles with commercial letters and/or signs; vehicles with commercial equipment in or on the vehicle; panel vans; boats; boat trailers;

motorcycles; motorized scooters; ATV's; go-carts; recreational vehicles; trailers; campers; and any non-licensed or non-titled vehicles/vessels.

Pursuant to Florida law, police vehicles are not commercial vehicles and, therefore, are exempt from the prohibition on commercial vehicles

- (b) Boats/trailers; trailers; motor homes; moving trucks; recreational vehicles may be parked on a Residential Unit's driveway for an occasional 24 hour period.

6.14.3. Additional Restrictions.

- (a) Vehicles may not be parked on lawns or Common Areas.
- (b) No vehicle of any nature shall be parked in the streets or Common Areas overnight, that is, between the hours specified in the Rules and Regulations adopted by the Association.
- (c) All vehicles parked on a driveway of any Lot or in the streets within The Preserve must be in good condition. No vehicle which is unlicensed or that cannot operate on its own power shall remain on a driveway of any Lot or within The Preserve for more than two (2) weeks. No vehicle may be kept in a driveway on other than its own wheels, i.e., on jackstands, blocks, or ramps, for more than 24 hours. Vehicles on driveways may not be covered.
- (d) All vehicle/vessel repairs and/or restorations must be performed in the interior of the Residential Unit's garage.

6.14.4. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while in connection with providing service to any Lot, Residential Unit, or Common Area of The Preserve.

6.15. Landscaping.

- 6.15.1. The installation and maintenance of landscaping on the Common Areas shall be the responsibility of the Association.
- 6.15.2. All Residential Units shall be required to include and maintain landscaping costing at least \$3500 when installed exclusive of the cost of sod and Irrigation System.
- 6.15.3. Each Owner shall install and maintain tasteful landscaping on his/her Lot. Landscaping must be installed in accordance with landscaping plans approved by the Architectural Review Board. All Owners must maintain all grass and landscaping in their Lots in a first class condition, providing sufficient mowing, edging, fertilizing, weeding, pest control, replacement of dead grass and landscaping as necessary.

Failure of an Owner to maintain the grass and landscaping as required herein shall allow the Association to impose a fine as set forth herein, or contract for the appropriate service and bill the Owner therefore as a special assessment, or both, at

the discretion of the Association Board.

- 6.15.4. All Lots improved with a dwelling shall, before occupancy of the dwelling, be entirely sodded (except for landscaped areas) with Floritam St. Augustine Bitter Blue grass. All grass, together with all required landscaping and all additional and other landscaping on a Lot, shall be irrigated with an underground sprinkler system connected to the Irrigation System.

The Limited Common Element component of the Irrigation System in and on each Lot shall be designed and constructed to provide no more than the allowable water application rate of water flow or distribution on such Lot, as allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County.

No Owner shall alter or permit alteration of the Limited Common Element component of the Irrigation System in and on each Lot, or the Irrigation System itself, to allow more water distribution per minute than allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County. The Owner shall also be responsible to maintain and repair the non-Limited Common Element portion of the Irrigation System to prevent usage of more water per minute than allowed by applicable water use guidelines imposed on the Association and each Owner by the St. Johns River Water Management District or the County.

All Owners must strictly adhere to the applicable and current "Watering Schedules" promulgated by the St. Johns River Water Management District or the County.

- 6.15.5. No Live Oak trees with a diameter of four (4) inches or greater (equivalently 12.5 inches in circumference or greater) may be removed from any Lot without the prior written consent of the ARB. Consent shall be in the sole discretion of the ARB. All trees installed shall be in compliance with current Indian River County landscape regulations.

- 6.15.6. All tree stumps shall be cut down to be level with the ground, ground down below the surface of the ground, or hidden by landscaping or fencing from any curb view.

- 6.15.7. No Owner shall plant or cultivate any invasive plant species as specified by The Florida State Noxious Weeds list provided by the USDA. Owners shall remove any such currently existing plants.

6.16. Irrigation.

Developer or its assigns has installed the Irrigation System, which includes wells, pumps, a pump house, and related facilities, on or under the Common Areas. The Irrigation System shall be the primary source of irrigation for the Common Areas and each Lot. No wells are allowed on any Lot for any purpose.

6.17. Landscape Tracts, Conservation Areas, and Perimeter Landscape Buffers.

6.17.1 Landscape Tracts. Pursuant to the Plat, the Landscape Tracts are dedicated in perpetuity to the Association, and the Association has the perpetual maintenance obligation for the Landscape Tracts. The Owners of all perimeter Lots abutting both 5th Street SW and 20th Ave. SW agree to assist the Association in the maintenance of a vegetative wall at least 6 feet in height from side lot line to side lot line. The buffer shall be dense enough from top to bottom so that it provides a visual barrier. The vegetation shall be of plants indigenous to central Florida, and the Association shall have the perpetual obligation to maintain the buffer according to this section and the Plat in a live and neat condition.

The area of the landscape buffer described in this paragraph is the rear 25 feet of each of the Lots described herein.

6.17.2. Conservation Areas. Pursuant to the Plat, "Land clearing and tree removal are prohibited in the Conservation Easement without approval from the Environmental Planning Section. The Preserve of Vero Property Owners Association shall be responsible for maintaining the Conservation Easement Area free of all nuisance exotic vegetation in perpetuity."

6.17.3. Perimeter Landscape Buffers. Each Owner of a Residential Unit that is adjacent to a Perimeter Landscape Buffer shall perform routine maintenance in the adjacent Perimeter Landscape Buffer area, including but not limited to removal of any vegetation that is encroaching on the Owner's Lot and removal of any nuisance exotic vegetation.

6.18. Maintenance.

6.18.1. Each Owner shall maintain their Lot, Residential Unit, and all improvements upon the Lot in first class condition at all times, except any portions situated thereon that are Limited Common Elements to be maintained by the Association as provided in this Declaration.

6.18.2. The exterior of all Residential Units, including but not limited to, roofs, walls, windows, patio areas, pools, screening and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. No mold or rust deposits on the exterior of any Residential Unit, peeling of paint, or discoloration of paint shall be permitted. The base colors of the house shall be uniform with no variations in color due to fading or weathering.

(a) All exterior painted areas shall be painted with colors that are harmonious with other Residential Units. Exterior paint colors must be in accordance with the color palette approved by the Association and maintained by the ARB.

(b) No Owner shall change the exterior color of their Residential Unit without the prior written consent of the ARB.

6.18.3. All sidewalks and driveways within each Lot shall be cleaned regularly, and shall be kept free of debris, hoses, trash cans and other loose items. Cracks, damaged and/or eroding areas on sidewalks, walkways and driveways within each Lot shall be

promptly repaired, replaced and/or resurfaced as necessary.

6.19. Air Conditioning Units and Other Equipment.

Only central air conditioning units are permitted; no window, wall or portable air conditioning units are permitted. All exterior air conditioning units, pumps, electric, mechanical and all other equipment (including, but not limited to, pool and spa equipment) must be screened from any curb view by landscaping or other Association approved materials. No exterior air conditioning units or other equipment shall be placed in the front of a Residential Unit.

6.20. Clothesline and Outside Clothes Drying.

No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is mandated by governmental authorities for energy conservation purposes. The Association shall have the right to approve, in writing, the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard; provided, however, nothing contained in this paragraph shall be construed to limit the reasonable use of energy devices based on renewable resources as provided in Florida State Statutes.

6.21. Nuisances.

No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted. All laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by all Owners, Residents and Guests.

6.21.1. The use of motorized lawn equipment including mowers, leaf blowers, chainsaws, etc. is only permitted Monday through Saturday between the hours of 8 AM and 7 PM as per Indian River County Ordinances.

6.21.2. Noise from parties, etc. is not permitted after 10 PM as per Indian River County Ordinances.

6.21.3. Fireworks are only permitted on the holidays New Year's Eve, New Years Day and the Fourth of July as per Florida State Statutes.

6.22. Antenna and Satellite Dishes.

6.22.1. The following types of antennas may be installed by Owners on their Residential Units:

- (a) Satellite dish antennas that are one meter (39 in.) or less in diameter.
- (b) Any other antenna or satellite dish that Federal law requires the Association to permit.
- (c) All other antennas are prohibited and may not be placed on a Residential Unit

or Lot.

6.22.2. All antennas must be installed in accordance with manufacturer's specifications and State and Local Building codes. Each Residential Unit may have a maximum of two (2) antennas.

6.23. Walls and Fences.

6.23.1. No wall or fence shall exceed six (6) feet above the finished grade of the Lot. All walls and fences shall be entirely constructed of high-quality white vinyl and shall be approved by the ARB in writing prior to installation.

6.23.2. All fences must be set back twenty (20) feet from the front corner of the Residential Unit. Any fence that was not installed with a set back of twenty (20) feet from the front corner of the Residential Unit before this Declaration is recorded is hereby deemed allowable.

6.23.3. Any wooden fence that was installed before this Declaration is recorded is hereby deemed allowable, but only for so long as the wooden fence is in good repair. Upon damage or destruction of such wooden fence, it shall be removed and replaced only with a high-quality white vinyl fence, subject to approval by the ARB.

6.23.4. No fence shall be approved by the ARB that blocks or obstructs the view of the Stormwater Management Tracts from the Lots surrounding same. Lots 33, 41, 46, 53, 113, 136, 104, 109, 116, 131, 127, and 120 are not Lots with a view of the Stormwater Management Tracts.

6.24. Signs.

6.24.1. No signs shall be placed upon any Lot, Residential Unit, (including the windows), Common Area, or the Property generally except those signs or other displays as permitted by state and federal law.

6.24.2. Alarm signs and alarm permits are allowed to be placed in or upon any Lot and Residential Unit without the prior written consent of the Association.

6.24.3. Any "Beware of Dog" signs must be approved by the ARB and comply with any reasonable Rules and Regulations adopted by the Association.

6.25. Window Treatments and Solar Panels.

6.25.1. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

6.25.2. Where possible, solar panels shall not be visible from the street(s) on which the Residential Unit is situated, unless otherwise permitted under applicable Florida State Statutes.

6.25.3. Hurricane shutters may not cover windows outside of hurricane season. However, windows may be covered outside of hurricane season when a hurricane watch or warning is in effect for Indian River County.

6.25.4. Plywood or other non-metal coverings may not be used for window coverings except when such windows are broken. The windows must be repaired or replaced in a timely manner.

6.26. Stormwater Management.

No Owner, Resident, or any other person shall do anything to adversely affect the Stormwater Management System without the prior written approval of the Association, St. Johns River Water Management District, and any other controlling governmental authority.

6.27. Swimming Pools.

Construction of a swimming pool may be only of concrete or a concrete-type material. No screening of a pool area may extend beyond a line extended and aligned with the side walls of the Residential Unit. Pool screening may not be higher than two stories. No overhead electrical wires shall cross any pool. Any pool lights, other than underwater lights, must be at least four feet from the edge of the pool. No swimming pool having an elevation exceeding one foot above normal grade shall be permitted. In cases where the back yard surrounding a pool is not fenced in, the pool itself must be completely enclosed with a fence not less than five 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-locking latch placed at least 40 inches above the ground. All swimming pools and related improvements shall also comply with all applicable zoning laws.

6.28. Exterior Lighting.

6.28.1. A minimum exterior lighting plan must be included with the building plans for any new or renovated Residential Unit submitted for approval by the Owner or Builder to the Architectural Review Board.

6.28.2. All lighting installed on any Lot before the date of record of this Declaration is deemed to be allowable.

6.28.3. All exterior lighting fixtures installed, replaced or modified shall be shielded such that the illumination is directed downward and limited such that all direct illumination remains on the Lot.

6.28.4. All exterior lighting shall be maintained in good working condition at all times.

6.29. Mail Boxes.

All mailboxes installed on any Lot before the date of this Declaration is recorded are hereby deemed to be allowable. All new or replaced mailboxes on all Lots shall be an USPS approved box on a finished post and must be approved by the ARB.

7. Enforcement and Violation of Declaration.

7.1 Enforcement.

The Association shall be responsible for enforcing the requirements and restrictions contained in Article 6.

7.2. Violation of Declaration.

7.2.1. In addition to all other remedies afforded by this Declaration and by law, the Board shall have the power to suspend, for a reasonable period of time, the rights of an Owner or the Owner's tenants, guests or invitees, or both, to use the Common Areas.

The Association may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner, or the Owner's tenant, guest or invitee. Such a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00.

7.2.2. Prior to imposing any suspension or fine, the Owner shall be given at least fourteen (14) days prior written notice that the Association is considering the imposition of the suspension or fine, including:

- (a) a statement of the provisions of the Declarations, Bylaws, or Rules and Regulations, which have allegedly been violated;
- (b) the proposed length of suspension or the amount of the fine; and
- (c) the right of the Owner to request a hearing.

The hearing shall be conducted before a committee of at least three (3) Owners appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister, of an officer, director, or employee. The fine or suspension may be imposed only if the committee, by a majority vote, approves the proposed fine or suspension.

The Board shall establish procedures to be followed at the hearing in connection with the Owner's presentation, evidence, and a fair opportunity for the Owner to review and question the Association concerning evidence considered by the Association in determining the violation(s). If the Owner fails to attend the hearing at the time and place contained in the notice sent to the Owner, the Owner shall be deemed to have admitted the allegations contained in the notice to the Owner.

7.2.3. Any fine imposed by the Association shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the decision at the hearing. Any fine levied against the Owner shall be deemed an assessment, and if not paid when due, all provisions of this Declaration relating to the late payment of assessments shall be applicable.

8. Maintenance and Taxes

8.1. Maintenance of Common Areas.

The Association shall be responsible for maintaining all of the Common Areas (including all furnishings, fixtures, equipment, and vegetation located on them) in a clean, safe, working, and orderly condition and repairing, causing the routine maintenance of, or replacing same when necessary.

The Board of Directors shall be responsible for ordering maintenance of the Common Areas to be performed and may delegate the responsibility of ordering and/or performing the maintenance to the Management Company.

8.2. Maintenance of Surface Water or Stormwater Management System.

The Association shall be responsible for maintaining the Surface Water or Stormwater Management System wherever located on the Property in a clean, safe, working, and orderly condition, and repairing, causing the routine maintenance of, or replacing the components of the Stormwater Management System when necessary, in accordance with the requirements of the St. Johns River Water Management District or a successor agency.

The Board of Directors shall be responsible for ordering maintenance of the Surface Water or Stormwater Management System to be performed and may delegate the responsibility of ordering and/or performing the maintenance to the Management Company.

8.3. Taxes and Assessments.

The Association shall promptly pay when due all real estate and personal property taxes and governmental assessments levied with respect to the Common Areas (including all improvements, fixtures, furnishings, and equipment thereon), irrespective of whether it holds title to them.

9. Insurance

The insurance coverage described in this paragraph (Paragraph 9) shall be written in the name of the Association, and its proceeds shall be payable to the Association. All or any part of such coverage may be extended to such personalty (goods; chattels; articles; movable property, whether animate or inanimate) of the Association, as the Board may deem desirable.

9.1. Casualty.

The Association shall at all times keep the Common Areas insured in an amount equal to their maximum insurable replacement value. Such coverage shall afford protection against:

9.1.1. Fire. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

9.1.2. Other Risks. Such other risks as are customarily covered with respect to improvements similar in construction, location, and use to the improvements on the

Common Areas, including, but not limited to, flooding, vandalism and malicious mischief.

9.2. Public Liability.

The Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board and the Owners against liability in connection with the Common Areas in such amounts as the Board may deem desirable. Subject to reasonable availability, any such policy shall have a cross liability endorsement to cover liability of the Owners as a group to an Owner and vice versa.

9.3 Fidelity Insurance.

The Association shall at all times maintain a fidelity policy in an amount that covers the Association's operation budget and reserves.

9.4. Additional Coverage.

The Association shall obtain whatever other insurance the Board of Directors determines to be desirable.

9.5. Premiums.

The premiums for insurance purchased pursuant to this Declaration shall be charged to the Owners as part of the assessments provided for in this Declaration.

10. Damage to the Common Areas by Owners.

Each Owner shall be liable to the Association for any damage to the Common Areas attributable to their negligence or willful misconduct or that of their family or guests, to the extent the damage is not covered by insurance.

The Association may levy a special assessment on any Owner or Owners whose negligence or willful misconduct (or that of such Owner's family member, guest, tenant, or invitee) causes damage to the Common Areas or increases insurance premiums with respect thereto, in the amount of the expense attributable to the cost of repair of the damage and/or the increased insurance premiums.

11. Assessments

11.1. Covenant to Pay and Creation of Lien.

11.1.1. Covenant. Each person or entity who accepts a deed to a Lot or who accepts title thereto as an heir or devisee is hereby deemed to have covenanted and agreed to pay the Association periodic and special assessments as hereinafter provided (whether or not the covenant or agreement is expressly mentioned in the deed or other instrument by which he/she or it acquired title).

11.1.2. Creation of Lien. Each periodic and special assessment provided for herein, together with any related interest, penalties, and costs of collection provided for in this Declaration, shall constitute a charge and continuing lien on the Lot against which the assessment is made and on any Improvements on that Lot.

11.1.3. Personal Obligation. Each periodic and special assessment provided for herein, together with any related interest, penalties and costs of collection, shall also constitute the personal obligation of the Owner of the Lot against which the assessment is made and, except as otherwise provided herein, the personal obligation of his/her successors and assigns. If the Owner consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the obligation.

11.2. Purpose.

The assessments imposed pursuant to this Declaration shall be used exclusively for the operation and administration of the Association and the operation, maintenance, restoration, and improvement of the Common Areas; the landscape maintenance described in the Plat and this Declaration; and maintenance of the Surface Water or Stormwater Management System as provided in this Declaration and the Plat. These purposes shall be liberally construed to promote the welfare and safety of the Owners.

11.3. Periodic Assessments.

11.3.1. The Board shall fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner. Changes to the periodic assessment must be made at least 30 days in advance of the period covered by the assessment. The amount fixed by the Board may include reasonable reserves for repairs and capital improvements on the Common Areas.

11.3.2. The Board may provide at its discretion that the periodic assessments be payable either semi-annually, quarterly or monthly.

11.3.3. If any Owner fails to pay an installment of an assessment after written notice to the Owner, the Board may accelerate the remaining installments of that assessment against such Owner.

11.4. Special Assessments.

11.4.1. Generally. Special assessments may at any time be levied by the Board upon all Owners for any of the following purposes and on any of the following conditions:

(a) for repair or restoration of the Common Areas after casualty in accordance with this Declaration;

(b) for capital improvements upon the Common Areas (including appurtenant or related fixtures and personalty), provided that any such assessment that is in the aggregate in excess of \$25,000.00 shall require to be cast in favor of it, at a duly called meeting at which a quorum exists, a majority of the votes entitled

to be cast by the Members who are present in person or by proxy. Any such assessment that is in the aggregate in excess of \$100,000.00 shall require to be cast in favor of it at a duly called meeting at which a quorum exists, two-thirds of the votes entitled to be cast by the Members who are present in person or by proxy;

(c) to make up deficits in operating and maintenance accounts resulting from inadequate periodic assessments; or

(d) for purposes and on conditions stated elsewhere herein.

11.4.2. Culpable Owner. A special assessment may be levied against any Owner to collect any specific liability of that Owner to the Association provided for in this Declaration, or any liability arising from any violation by that Owner of this Declaration, or the Association's Rules and Regulations.

11.5. Equal Assessments.

The periodic assessments provided for herein and the special assessments provided for in this Declaration shall be assessed against each Lot equally.

11.6. Non-Use.

No Owner may exempt themselves from personal liability for periodic or special assessments levied by the Association hereunder, or release their Lot from the liens imposed hereby, by their failure to use the Common Areas or abandonment of their Lot.

11.7. Association's Remedies for Late Payment and Non-Payment of Assessments.

11.7.1. Late Fees. Any assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest at the highest rate permitted by law from the date it is due until the date it is paid.

The Owner of any Lot with respect to which an assessment is overdue by more than twenty (20) days may be required by the Board to pay the Association a late charge equal to the highest amount permitted by applicable law.

11.7.2. Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Lot in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the costs and expenses mentioned in Paragraph 11.7.3) without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least thirty (30) days written notice of its intentions and, in the case of a foreclosure, must file a Claim of Lien in the County's Public Records. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a Claim of Lien was filed, the Owner curing the default is entitled to have a Satisfaction of Lien recorded. The Association will file the Satisfaction of Lien.

11.7.3. Attorney's Fees and Other Costs of Enforcement. Reasonable attorney's fees incurred by the Association or its agent incident to the collection of any unpaid periodic or special assessment or the enforcement of any lien provided for by this Declaration (including attorney's fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all the sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and secured by the Association's lien.

11.7.4. Status of Transferees. No person or entity that acquires title to a Lot as a result of a foreclosure of an Institutional Mortgage or that accepts a deed to all such property in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or special assessments pertaining to that property or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a Claim of Lien for periodic or special assessments recorded prior to the recording of the mortgage in question.

Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Lot shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his/her share of the assessments up to the time of the conveyance.

Anything contained in this Declaration to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic or special assessments coming due while he/she is the Owner of a Lot, regardless of how title was acquired.

11.7.5. Cumulative Remedies. The remedies provided in this Paragraph 11.7 shall be cumulative and not mutually exclusive.

11.7.6. Association's Certificate. Each Owner of a Lot and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his/her Lot upon payment to the Association of a reasonable fee not to exceed the highest amount permitted by applicable law.

11.8. Lien Priority.

Any lien provided for in this Declaration shall be subordinate to a competing lien of an Institutional Mortgage made in good faith and for value and recorded before a Claim of Lien is filed under Paragraph 11.7.2.

12. Architectural Control

12.1. Intent.

The Architectural Review Board shall review and approve or disapprove all plans submitted to it for all proposed improvement, alteration, or addition solely on the basis of aesthetic considerations

and the overall benefit or detriment which would result to the immediate vicinity and to the overall community of The Preserve. The Architectural Review Board shall take into consideration the aesthetic aspects of the architectural designs, the extent of its visual impact on the rest of the community, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Architectural Review Board shall not, however, be responsible for reviewing any plan or design from the standpoint of structural safety or conformance with building or other codes. It is the intention of the Association that this Declaration and the Rules and Regulations promulgated hereunder shall be interpreted in a manner that is consistent with Florida State Statutes, Architectural control covenants; parcel owner improvements; rights and privileges.

12.2. Composition.

The Architectural Review Board shall consist of three (3) members appointed by the Board of Directors, each of whom shall hold office until such time as he or she resigns or is removed, as provided herein. Members of the Architectural Review Board may be removed by the Board at any time without cause.

12.3. Meetings of the Architectural Review Board.

The Architectural Review Board shall meet as necessary to perform its duties hereunder. The Board of Directors may, if required due to the unavailability of a member of the Architectural Review Board, designate another Owner (who may, but need not, be a member of the Board of Directors) to be a temporary designee to the Architectural Review Board. The vote of any two (2) of the three member Architectural Review Board shall constitute an act of the Architectural Review Board.

12.4. Compensation of Members.

The members of the Architectural Review Board shall receive no compensation for services rendered, other than reimbursement for expenses, if any, incurred by them in the performance of their duties hereunder.

12.5. Non-Liability of Committee Member.

Neither the Architectural Review Board, nor any of its members, shall be liable to the Association, any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Review Board's duties hereunder, unless the loss, damage or injury is due to the willful misconduct or bad faith of one of its members (in which case only the culpable member shall have any liability).

12.6. Review of Proposed Construction.

12.6.1. No Improvement (including landscaping) shall be erected or installed on the Property, no Improvement shall be painted or otherwise modified, and no screening, canopy, shutter, hurricane shutter, solar heating equipment or other appurtenance shall be attached to or placed upon the exterior of an Improvement or any Residential Unit, unless and until, in any such case, the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed work have been submitted in writing to, and approved in writing, by the Architectural Review Board. The written

approval or rejection by the Architectural Review Board shall include the signature of each committee member and their vote for approval or rejection of the proposal.

- 12.6.2. The Architectural Review Board shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole. The Architectural Review Board may, consistent with this Declaration and applicable Florida law, condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.
- 12.6.3. The Architectural Review Board may also issue reasonable rules or guidelines setting forth procedures for the submission of plans for approval. The Architectural Review Board may require specific detail in plans and specifications submitted for its review as it considers necessary and proper, including, elevation drawings and descriptions and samples of exterior materials and colors. The Architectural Review Board may specifically require that samples of the actual proposed exterior paint colors be painted on the Residential Unit prior to approval of any exterior color. The Architectural Review Board may postpone review of any proposal submitted for approval until receipt of all required plans, specifications, and samples.
- 12.6.4. The Architectural Review Board shall have thirty (30) days after delivery of all required plans, specifications, and samples to approve or reject any such plans.

Notwithstanding any provision in this Paragraph 12 to the contrary, the approval of the Architectural Review Board shall not be required for any additions, changes or alterations to an Improvement, if the additions, changes or alterations are not visible from outside the Improvement, or, if in the case of painting (or the like), the color and quality thereof is substantially the same as it originally existed.

- 12.6.5 If the Architectural Review Board rejects a proposal, the Applicant may appeal that decision to the Board of Directors.
- (a) To start the appeal process, the Applicant must notify the Board of Directors in writing and provide the Board of Directors with the same materials provided to the Architectural Review Board.
 - (b) Upon receipt of the notice of appeal, the Board of Directors shall schedule a hearing on the proposal and shall give the Applicant a minimum of ten (10) days written notice of the hearing. The hearing shall be scheduled within 45 days of receipt of the notice of appeal.
 - (c) At the hearing the Board of Directors shall determine if the proposal should be accepted or rejected. The Board of Directors shall provide the Applicant with a written notice of their acceptance or rejection of the proposal within a period of 10 day. If the proposal is rejected, the Applicant shall not proceed with the proposed modifications.

12.7. Inspection of Work.

The inspection of work and correction of any defects therein shall proceed as follows:

12.7.1. Notice of Completion. Upon the completion of any work for which approved plans are required under this Declaration, the applicant for such approval ("the Applicant") shall give the Architectural Review Board (ARB), written notice within 15 days of the completion.

12.7.2. Inspection; Non-Compliance. Within 15 days of its receipt of a notification of completion of the work, the ARB or its authorized representative(s) may inspect the work.

If the ARB finds that the work was not done in substantial compliance with the approved plans, it shall notify the Applicant in writing of the non-compliance within seven (7) days, specifying the particulars of non-compliance.

12.7.3. Non-Compliance. Any Applicant who receives a written notice of non-compliance from the ARB shall remedy the non-compliance within 30 days of being notified.

- (a) If the Applicant fails to remedy the non-compliance as set forth in its written notice, the ARB shall notify the Board of Directors in writing of the failure.
- (b) Upon receipt of the ARB's written notice of non-compliance, the Board of Directors shall schedule a hearing on the issue(s) of non-compliance and shall give the Applicant a minimum of ten (10) days written notice of the hearing and issue(s).
- (c) At the hearing the Board of Directors shall determine whether there is a non-compliance and, if so, its nature and the estimated cost of correcting and/or removing the issue(s).
- (d) If a non-compliance is determined to exist, the Applicant shall remedy and/or remove it within a period of fifteen (15) days from the date of the Directors' announcement of the its written ruling.
- (e) If the Applicant does not comply with the Board of Directors' ruling within 15 days, the Board of Directors may either remove the non-complying improvement or remedy the non-compliance.

In either case the Applicant shall reimburse the Association upon demand for all expenses incurred in connection with the Board of Directors' action.

If the Applicant fails to reimburse promptly the Association for its expenses, the Board of Directors shall levy a special assessment against the Applicant for reimbursement.

12.8. Failure to Apply.

If any work is performed without Architectural Review Board approval, the Association shall have, in addition to all remedies under this Declaration, the specific remedy set forth under Paragraph 12.7.3(e) hereof.

13. Conservation Easement Areas

The Conservation Easement Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Association, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area.

13.1. Prohibitions and Restrictions.

In furtherance of this Conservation Easement, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District:

- 13.1.1. The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground;
- 13.1.2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;
- 13.1.3. The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas, except any activities required by Indian River County;
- 13.1.4. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas, except any activities required by Indian River County;
- 13.1.5. Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition;
- 13.1.6. Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation;
- 13.1.7. Acts or uses detrimental to such retention of land or water areas; and
- 13.1.8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

The Conservation Easement Areas hereby created and declared shall be perpetual. The Association, its successors and assigns, and the St. Johns Water River Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association shall be responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District; the Department of Environmental Protection; or the County, by proceedings at law or in equity including, without limitation, actions for injunctive relief.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Association, and its successors and assigns.

14. Amendments to Declaration.

This Declaration may be amended only pursuant to applicable Florida law and by the affirmative vote or written consent of the Members holding not less than a simple majority (50% + 1) of the Membership. Notwithstanding the above language, any amendment to this Declaration which alters the responsibility of the Association to maintain the Stormwater Management System, or alters the Stormwater Management System, beyond maintenance in its original condition must have the prior written approval of the St. John's River Water Management District.

15. Effect and Duration of Covenants.

The Covenants and Restrictions shall run with, bind, benefit and burden all of the Property and shall run with, bind, and be enforceable by and against the Builder, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, in perpetuity. Each person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or portions of the Property shall be conclusively deemed to have consented and agreed to each and every one of the provisions of this Declaration, whether or not any reference to the provisions of this Declaration is contained in the instrument by which that person acquired an interest in that property.

If any provision or application of this Declaration would prevent the provisions of this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow the provisions hereof to so run with the Property. If such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal that the provisions hereof run with the lands as aforesaid be achieved.

16. Miscellaneous Provisions

16.1. Constructive Notice and Acceptance.

Each person who owns, leases, occupies or otherwise has any right, title, estate or interest in or to any Lot or Residential Unit shall be conclusively deemed to have consented and agreed to each and every one of the provisions in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which that person acquired an interest in that Lot or Residential Unit.

16.2. Enforcement Generally.

The Association or any Owner may enforce this Declaration by any proceeding at law or in equity

against any person or persons violating or attempting to violate any one or more of its provisions.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System.

16.3. No Waiver.

To the maximum extent allowable by applicable Florida law, no requirement contained in this Declaration shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

16.4. Severability.

The invalidity in whole or in part of any covenant, restriction or other provision of this Declaration shall not affect the validity of the remaining portions.

16.5. Gender and Plurality.

Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular.

16.6. Notice to Owners.

Whenever notices are required to be given hereunder, they shall be sent to the Owners as set forth in the applicable sections of Florida State Statutes, Homeowners' Associations, as amended. Any Owner may change his/her mailing or email address by written notice given to the Association.

16.7. Captions.

The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the provisions.

16.8. Liberal Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a workable plan for the operation of a first-class community in The Preserve of Vero.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of The Preserve of Vero Homeowners Association, Inc. a Florida not for profit corporation, have executed this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Preserve of Vero, this 15 day of MARCH, 2022.

THE PRESERVE OF VERO HOMEOWNERS ASSOCIATION, INC. a Florida not for profit corporation

By: Scott C. Wallace
Scott C. Wallace, President

Attest
By: William Krupnick
William Krupnick, Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of MARCH, 2022, by Scott C. Wallace, as President, and William Krupnick, as Secretary, of The Preserve of Vero Homeowners Association Inc., a Florida not for profit corporation, who are personally known to me or have produced FL DL as identification.

Joyce Zuefle
Print: Joyce Zuefle
Notary Public, State of Florida
Serial No. _____

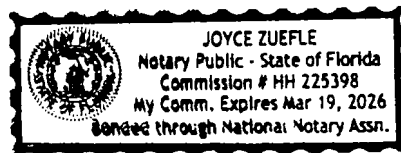


EXHIBIT A

All the lands and property as set forth in: (i) the plat of The Preserve of Vero, Phase One Subdivision, recorded in Plat Book 16, page 40; and (ii) the plat of The Preserve of Vero, Phase Two Subdivision, recorded in Plat Book 17, page 4.