

Declaration of Covenants, Conditions, and  
Restrictions of Amelia Plantation Subdivision

JEFFREY K BARTON, CLERK OF  
COURT

WHEREAS, AMELIA PLANTATION DEVELOPMENT GROUP, L.L.C., a Corporation under the laws of the State of Florida, is the owner of the following described property, situate, lying, and being in Indian River County, Florida;  
to-wit:

Amelia Plantation, a subdivision in Indian River County, Florida, according to the Plat thereof recorded in Plat Book 18, at Pages 18, 19, 20 of the Public Records of Indian River County, Florida; and

WHEREAS, AMELIA PLANTATION DEVELOPMENT GROUP, L.L.C. desires to establish a general plan for the development of Amelia Plantation Subdivision, which will be for its own benefit and the benefit of all future owners and occupants of all or any part of said Subdivision.

NOW, THEREFORE, AMELIA PLANTATION DEVELOPMENT GROUP, L.L.C. does hereby declare that the aforescribed lands are hereby restricted as hereinafter set forth, and all of which restrictions and limitations are intended to be and shall be taken as consideration for any agreement for deed or any deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are to be and shall be taken as covenants to run with the land which shall be binding on all parties having any right, title, or interest in said lands or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, as follows:

1. LAND USE AND BUILDING TYPE.

No lot in the Subdivision shall be used except for residential purposes and only one residence for occupancy by a single family shall be erected on each lot. For use with such residence, appropriate buildings for guest house, servant's quarters, garages and tool house, and so on shall be permitted upon any one lot in the Subdivision. Such auxiliary buildings shall not be constructed prior to the erection of the residence and shall only be constructed simultaneously therewith or subsequent thereto, and shall be of the same architectural design and constructed of the same materials as the residence

2. BUILDING LOCATIONS, SIZE, HEIGHT, AND USE RESTRICTIONS.

No building or structure for any purpose shall be erected, placed or permitted to remain in said subdivision which shall be more than two stories in height.

No Building or structure for any purpose shall be erected, placed or permitted to remain on any lot in said subdivision which shall be less than 25 feet from the front yard Right-of-way line, nor less than 15 feet from any side lot line to any adjacent buildable lot in said Subdivision, nor less than 20 feet from any rear boundary line.

Setbacks requirements listed above do not apply to driveways, pools, pool enclosures, and roof overhangs. For these items please refer to Indian River County setback requirements.

No residence shall be erected, placed, or permitted to remain in the Subdivision which shall consist of a size less than 2200 air conditioned square feet, exclusive of one-story open porches, attached carports and garages, and auxiliary buildings.

The lots in said Subdivision shall not be used for any purpose, except as single-family residences and there shall be no commercial or professional use of the lands in the Subdivision, no matter how incidental such use may be to the single-family dwelling purpose.

No lot shall be conveyed, assigned, transferred, leased, licensed, devised, or in any way held, dealt with or built upon, save as one single tract.

### 3. ARCHITECTURAL CONTROL REQUIREMENTS.

All homes and auxiliary buildings to homes located in the Subdivision shall comply with the following Architectural Requirements.

The Architectural Review Committee shall be the same as the Amelia Plantation Board of Directors. The A.R.C. (Architectural Review Committee) and the Board (Amelia Plantation Board of Directors) shall be synonymous.

All lot owners must submit a set of final house plans to the Amelia Plantation Board of Directors. These plans must be reviewed by the Board and approved as to their compliance with the Architectural Control Requirements listed, prior to initiating construction of any structure.

1. Facia. Facia must be a minimum of 5 1/2 inches. Aluminum and vinyl facia are prohibited. Facia shall have a 1" x 2" installed behind the drip edge.

2. Driveways. Driveways must be of brick pavers. Paver style, color, and installation pattern must be approved by the Board.

3. Garages. Each home shall have a garage that is designed to hold not less than two full size cars.

4. Roofs. The roof pitch must be 5/12 or steeper. Roofing materials permitted are concrete tile, metal, slate, synthetic material designed to appear as concrete or clay. Asphalt and/or fiberglass shingles are also permitted. Roll roofing is prohibited.

5. Air Conditioning Units. Air conditioning units, and irrigation pumps must be hidden from view by a wall structure or mature landscaping. Wall structures must be of the same materials and design used in construction of the home. The Board will determine if the equipment is sufficiently hidden. In addition, piping connected to the HVAC equipment shall not be attached to the exterior wall.

6. Fences. Fences are permitted. Fences shall not be located nearer to the front of the lot than the rear corner of the home located nearest the front of the lot. Fencing must have a uniform color. Either painted or stained to match or compliment the house, or left a natural color. Fences must be kept in good repair. Fencing and/or sections of fence that sag or are in poor condition must be repaired or replaced. Chain link fencing is strictly prohibited. The Amelia Plantation P.O.A. Board of Directors shall render decisions concerning proper fence location. The P.O.A.'s decision concerning fence location shall be the final authority on such matters. There shall be no fencing permitted on Lots that share a boundary line with a stormwater management area (lake or pond). *lots*

7. Exterior Lights. Each home must have wall mounted lights opposite each side of the garage (carriage lights) with a light sensor which automatically turns the lights on at dusk and turning the light off at dawn. Each home must also have a post light in the front yard. This post light, with a light sensor which automatically turns the lights on at dusk and turning the light off at dawn. Each home must have front door/entry lighting.

8. Landscaping. All lawns must have Floratam sod. Bahia sod is prohibited. All lawns must have an irrigation system. All exterior walls must be landscaped. Plants used to landscape exterior walls must be not less than seven (7) gallons in size (at least 36" tall when planted) and spaced not more than 36 inches apart. Smaller plants are permitted in other areas. Not less than four (4) hardwood trees (minimum 4 inch caliper and measuring not less than 18 feet tall) shall be added to each lot as part of the landscaping (credit may be given for existing hardwood trees). Two of the aforementioned hardwood trees must be in the front of the house and two shall be in the rear of the house.

9. Satellite Dish. A satellite dish not exceeding 24 inches may be installed in the rear or side of the house. If possible, these must be located so as not to be seen by passing cars.

10. Mailboxes. Each homeowner is required to purchase and install a mailbox designated by the P.O.A. No other mailbox is authorized, installation and/or use of any other mailbox is prohibited.

11. Exterior walls shall be not less than 9 feet 4 inches high when measured from the slab to the top of the bond beam.

12. Houses shall be completed, and be issued a Certificate of Occupancy from the Indian River County Building Department, within 270 days of Commencing Construction. Commencing construction shall be defined as pouring the slab.

13. Exterior paint colors must be approved by the Board prior to applying paint to any structure. Small sample areas, not to exceed 200 square feet, are permitted. The Board reserves the right to request a sample area be painted in order to determine if a color is appropriate for approval.

14. All doors located in the front of the house must be not less than 8'0" tall.

15. All windows on the front of the house must have an exterior sill approved by the Board. Any portion of a house that faces a road is subject to the window sill requirement.

Each lot owner shall be required to grade and fill such lot according to the requirements promulgated in the master grading plan established by Indian River County, Florida.

No grantee or successor in title shall subdivide or convey less than the whole of any lot

#### 4. ENFORCEMENT PROVISIONS.

THE AMELIA PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. is granted the right, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by said Association, and the Association shall not, by reason thereof, be deemed guilty of or liable for any manner of trespass for such entry, abatement or removal. A failure of said Association to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof, or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and the Association shall at any and all times have the right to enforce the same. Enforcement of these covenants shall be by action by any lot owner or by AMELIA PLANTATION PROPERTY OWNER'S ASSOCIATION, INC., against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. In the event that the person or entity bringing the action to enforce these covenants shall prevail in that action, such person or entity shall be entitled to recover, in addition to cost and disbursements allowed by law, such sum as the Court may judge to be reasonable for attorney fees.

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 the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

#### 5. UTILITY EASEMENTS.

Each lot in the Subdivision, as platted and subdivided, shall be subject to an easement, on, over, and across the front ten (10) feet of each lot for the location of utilities, including, but not limited to the location of the underground utilities for the Subdivision. By the words "the front ten (10) feet", it is intended that said easement shall apply to and cover a depth of ten (10) feet abutting any street right-of-way bordering each lot, as shown by the plat of AMELIA PLANTATION Subdivision, for the full width of the lot.

#### 6. OTHER EASEMENTS.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swells, without the prior written approval of the St. Johns River Water Management District.

#### 7. LANDSCAPE, SPRINKLER SYSTEM, AND YARD STANDARDS.

All lawns shall be fully landscaped, within twenty (20) days following the completion of a house.

Each lot owner shall be required to install a sprinkler system to irrigate all plant material simultaneously to the installation of the landscaping. Plant material shall be defined as any and all improved landscaping, in accordance with an approved landscape plan.

All lawns and plants shall be maintained in a neat and well trimmed manner so as not to permit the following:

- (a) Grass to exceed four and one-half inches (4-1/2") in height from the time of issuance of Certificate of Occupancy, and ten inches (10") on vacant lots.
- (b) Excessive growth of weeds.
- (c) Large bare spots on the lawn.
- (d) Dead branches on trees, bushes and hedges.

Lot owners shall be responsible for maintenance of the lot, in accordance with the previously submitted and approved landscaping plans, and including that portion of the street right-of-way, in front of owners lot, lying between the actual street pavement and the outer street right-of-way line, being also the owners front lot line.

Lot owners are prohibited from planting any plants designated by Indian River County as Fruit Fly Host Plants. This list is available from Indian River County Environmental Planning, and may be expanded and/or amended from time to time. This restriction will be expanded to include any and all additions to said list.

#### 8. UTILITY CONNECTIONS.

Building connections for all utilities, including, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure, and in such a manner as to be approved and acceptable to the governing utility

authority.

9. DRIVEWAY CONSTRUCTION AND STANDARDS.

All dwellings shall have a paved driveway consisting of a stable and permanent type construction, which shall be maintained in good repair. See approved materials in the Architectural Control Requirements, Section 3.

10. MISCELLANEOUS RESTRICTIONS.

No boat houses, piers or wharves shall be constructed or erected on or in any part of said Subdivision, other than structures in the common area, which structures shall be owned by AMELIA PLANTATION PROPERTY OWNER'S ASSOCIATION, INC.

All portions of lots referred to in these restrictions lying in front of the building line, as hereinafter set forth, shall be used only for ornamental, decorative purposes.

No sign, except for "For Sale" signs measuring not more than one square foot, shall be permitted. Except that Developer may permit Approved Builders to erect larger signs and/or flags as Developer deems appropriate. Developer shall be the sole party making a determination of compliance or violation with this restriction.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that the same are not kept, bred, or maintained for commercial purposes

No kennel or animal enclosure of any kind shall be erected.

No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence.

No boats, recreational vehicles, commercial trucks, or trailers are permitted to be stored or parked in the streets, yards or driveways in this Subdivision. All boats, commercial trucks, and trailers shall be parked in an enclosed structure. Enclosed structures shall be at the discretion of the Amelia Plantation P.O.A.

No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in any approved container made for the purpose of being buried or kept in a garage or a house. Any unnecessary debris left on any lot during or after construction of a dwelling house thereon may be removed by the Association and the owner of such lot shall be liable to the Association for the cost of such removal. Lawns shall be mowed and landscaping trimmed regularly, so as to present neat and well kept appearance. The external appearance of all structures in the Subdivision shall be maintained in conformance with the general standards of other similar structures within the Subdivision.

No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

No antennas shall be allowed on any Lot. No satellite dish larger than 24 inches in diameter shall be allowed on any Lot except that prior written approval from the Architectural Review Committee is received.

No oak tree measuring 4 or more inches in circumference at a point 4 feet above ground level shall be cut down and/or removed without prior written consent of the Association.

No basketball goals shall be permitted in the common areas or the road rights-of-way. This shall include permanent, temporary, and/or portable goals. Portable goals are prohibited anywhere in the subdivision. Basketball goals attached to the house, garage, or other auxiliary building must be approved by the A.R.C. The A.R.C. has sole, complete and final authority on the approval or denial of basketball goals and their location. This approval may vary due to location of a Lot, layout of the house, and location of any auxiliary structures.

No skateboard and/or in-line skating ramps, or other riding, or stunt apparatus shall be permitted on any lot or on any common area in the Amelia Plantation Subdivision.

The Association reserves the right to require homeowners to move or remove items that are visible from the outside when looking at or through windows of the home. These items include but are not limited to posters, paper, inappropriate window treatments, etc.

#### 11. NON-EFFECT ON PURCHASE; WAIVER.

No purchaser of an improved lot in the AMELIA PLANTATION subdivision shall be required to make inquiry into whether the grantor thereof complied with the provisions of Paragraph 3 hereof; and, provided that such lot is improved by a structure at the time of purchase, no failure of such purchaser's grantor to comply with Paragraph 3 hereof shall in any way affect the validity of any conveyance to such purchaser or any mortgage thereon, or shall give any person any cause of action for failure to comply with said Paragraph 3. Additionally, failure to commence an action for violation of said Paragraph 3 within ninety (90) days of issuance of a building permit for any lot in AMELIA PLANTATION Subdivision, by the building authority having jurisdiction over said Subdivision, shall be conclusive evidence of compliance with the requirements set forth and contained in said Paragraph 3 hereof.

#### 12. DURATION AND RENEWAL.

All the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 2015, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated or modified in writing by the then owners of 80% of the lots in the Subdivision. Said termination or modification of these restrictions to be effective must be recorded prior to the automatic extension date.

#### 13. RIGHT OF OWNERS TO PROCEED INDIVIDUALLY OR JOINTLY.

These restrictions, conditions and limitations may be enforced by one or more lot

owners by proceedings in law or in equity against any person or persons violating or attempting to violate the same, and the Plaintiffs may restrain violation of same or recover damages, or both.

#### 14. AMENDMENTS.

At any time hereafter, it shall be sufficient, in order to modify, amend or annul any of the provision of this Declaration of Restrictions, etc., as the same shall be recorded in the Public Records of Indian River County, Florida, and the effect thereof, that the then owners of record of 80% of all the members of the AMELIA PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. shall join in an instrument of writing to such an effect, which instrument shall be executed in the manner required by the Laws of the State of Florida for the execution of Warranty Deeds; provided, however, that said changes shall not apply to any lots owned by AMELIA PLANTATION DEVELOPMENT GROUP, L.L.C., unless said changes are approved in writing by AMELIA PLANTATION DEVELOPMENT GROUP, L.L.C..

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

#### 15. THE PROPERTY OWNER'S ASSOCIATION.

Each lot owner shall be required to pay Annually to the AMELIA PLANTATION PROPERTY OWNER'S ASSOCIATION, INC., his/her share of the costs to provide, maintain and repair the roads, entrance way, lighting, easements, drainage easements, the lake and lake front, and any other common areas on the Subdivision Plat which are not deeded to individual purchasers therein, as well as the costs of providing other reasonable and necessary community services, as provided for in the By-laws of the Association from time to time. Each lot owner's assessment shall be paid promptly when the same becomes due. In the event of a lot owners failure to pay an assessment or initial membership fee promptly when due, the assessment or initial membership fee shall constitute a lien upon the lot owner's property within the Subdivision.

The Association shall have a lien for delinquent assessments upon each lot in the AMELIA PLANTATION Subdivision for the amount of the unpaid assessment or fee with all costs of collecting such assessments or fees, including reasonable attorneys' fees whether suit be brought or not. Additionally, the record owner of such lots shall be personally liable for all such assessments and fees and expenses.

The Association may take such action as it deems necessary, assess late fees and or penalty, and to collect assessments and expenses by personal action against any owner or by enforcing and foreclosing its lien, and may settle or compromise the same, if in the best interest of the Association. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. Such liens shall be effective from and after the time of recording a Claim of Lien in the public records of Indian River County, Florida. A Claim of Lien stating the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due shall constitute a valid lien



unit all sums secured thereby and all costs of foreclosure or collection, including reasonable attorney's fees, whether suit be brought or not, shall have been fully paid.

The annual assessment shall be set by the Association in accordance with the provisions of its Articles of Incorporation and By-laws.

Each owner of a lot within the Subdivision, by acceptance of his deed to the property or by executing this DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF AMELIA PLANTATION SUBDIVISION, agrees to abide by the covenants, promises and restrictions herein set forth, and the Articles of Incorporation, the By-laws, and Rules and Regulations now existing and as amended or adopted from time to time, of the AMELIA PLANTATION OWNER'S ASSOCIATION, INC.

The total amount of all assessments shall be apportioned equally among all owners, regardless of lot size.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

The Developer and shall be exempt from paying dues for a period of ten years from the date of recording the Record Plat. However, the Developer shall be obligated to make up any shortfall in funds by the Association, until such time that the developer begins paying dues in full on all lots owned by Developer or until Developer no longer owns a Lot in the Amelia Plantation subdivision. The Association shall notify Developer of the expected shortfall on the 20th Day of the month preceding the expected shortfall. Developer shall remit the appropriate payment to the Association within 10 days of notification.

The Developer may, at any time, and upon written notice to the Association, waive his exemption from paying dues and begin paying dues to the Association. Upon such notice, the Developer shall no longer be obligated or required to make up any shortfall in funds by the Association. Waiving of the exemption by the Developer is permanent and final.

#### 16. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse alter to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges.

The Association shall be responsible for the maintenance; operation and repair of the surface water or stormwater management system. Maintenance of the surface or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the

surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

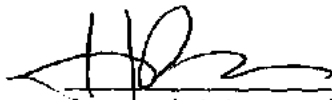
The Developer has constructed a drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage Swale is located.

**17. SURVIVAL OF RESTRICTIONS AND COVENANTS.**

Invalidation of any restriction or covenant herein contained, whether by Judgment, Decree or Order of any Court shall not affect the validity of any of the other restrictions or covenants which shall remain in full force and effect.

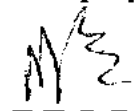
IN WITNESS WHEREOF, AMELIA PLANTATION GROUP, L.L.C. has caused this DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF AMELIA PLANTATION SUBDIVISION to be executed in its name by its Manager, with its Company Seal affixed hereto, together with attestation by a Member this 9th day of June, 2004.

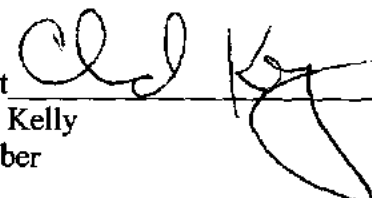
Witnesses:

  
\_\_\_\_\_  
Hollis Bittle

  
\_\_\_\_\_  
MARK GORDON

AMELIA PLANTATION  
GROUP, L.L.C.,  
a Florida Company

by   
\_\_\_\_\_  
Mark A. Brackett  
Manager

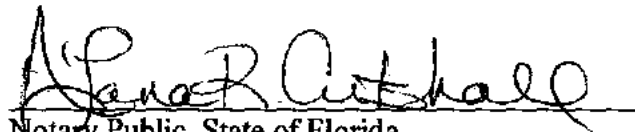
Attest   
\_\_\_\_\_  
Chad Kelly  
Member

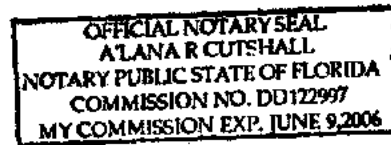
STATE OF FLORIDA

COUNTY OF INDIAN RIVER

PERSONALLY APPEARED, this day, before me, an officer duly qualified and authorized to administer oaths and take acknowledgments, Mark A. Brackett, the Manager, and Chad Kelly, a member of AMELIA PLANTATION GROUP, L.L.C., to me well known to be individuals and Members of said Company who are described in and who executed the foregoing or attached Declaration of Covenants, Conditions, and Restrictions of AMELIA PLANTATION SUBDIVISION, and they, and each of them, acknowledged to and before me that they secured the same as such officers of said Company, for the same uses and purposes expressed and set forth, and they affixed thereto the official seal of the Company.

IN WITNESS WHEREOF, see my Hand and Official Seal, at Vero Beach, Indian River County, Florida, this 9th day of June 2004.

  
Notary Public, State of Florida.



My Commission expires June 9, 2006