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JEFFREY K BARTON, CLERK OF COURT

AMENDED AND RESTATED MARBRISA DECLARATION OF COVENANTS AND RESTRICTIONS AS FILED OF RECORD IN INDIAN RIVER COUNTY, FLORIDA BY THE DEVELOPER AND NOTICE OF PROVISIONS OF THE MARBRISA HOMEOWNERS ASSOCIATION, INC.

The purpose of this Amended and Restated Declaration is to continue the purposes of the Declaration recorded in Official Records Book 790, Page 1386, et. seq. and amended in OR Book 800, Page 2001, et. seq., OR Book 815, Page 1671, et. seq., OR Book 910, Page 2012, et. seq., OR Book 923, Page 1137, et. seq. and OR Book 1261, Page 1973, et. seq., Indian River County, Florida.

WITNESSETH:

WHEREAS, real property located in Indian River County, Florida, and more particularly described in Exhibit "A", attached hereto, and made a part hereof is real property known generally as "Marbrisa"; and

WHEREAS, in accordance with the applicable provisions of State law and local ordinance, the above described real property was developed and, platted as Marbrisa, and plats thereof have been duly filed in the Public Records of Indian River County, Florida; and

WHEREAS, Marbrisa was developed as a low density, high quality, planned residential community; and

WHEREAS, Marbrisa was divided into parcels of property for attached, single family cluster homes, villas, single family homesites and zero lot line homesites, together with common areas for recreational amenities; and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of all phases or units of Marbrisa, and to provide for the effective administration of the Common Areas in any phases or units thereof; and

WHEREAS, a Florida non-profit corporation known as Marbrisa Homeowners Association, Inc., was formed to manage the Common Areas, collect assessments, and generally provide for the orderly enjoyment of Marbrisa.

NOW THEREFORE, this Amended and Restated Declaration is made, filed and recorded by the Association to reaffirm that, the real property described in Exhibit "A", is

and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations and liens (all sometimes referred to as the "covenants") hereinafter set forth. This Amended and Restated Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Indian River County, Florida.

ARTICLE I
DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions – The following words and terms when used in this Amended and Restated Declaration and any supplemental declaration or amendment, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to the Marbrisa Homeowners Association, Inc., a Florida Corporation not for profit, its successors and assigns, the membership of which will be Owners of "Dwelling Units" or "Lots", in Marbrisa and any other property subjected to this Declaration. All Owners in Marbrisa shall be members of this Association which is the umbrella or master association for the Marbrisa Community notwithstanding that some Owners shall also be members of other owners associations.

(b) "Developer" shall mean and refer to Marbrisa, a Joint Venture between Marbrisa Development, Inc. and Brandywine Enterprises, Inc., its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed or leased under a long term lease to the Association or shown on site plans or maps and designated in the Deed, recorded map or lease as "Common Areas" for the Community. All Common Areas of the Community are to be devoted to and intended for the common use and enjoyment of all Owners in Marbrisa, their families, guests of Owners, persons occupying Dwelling Units as a house guest or tenant, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any land or other property which is leased to the Association for use as Common Areas or common property shall lose its character upon the expiration of the lease. Nothing contained herein shall be deemed to include any property as Common Area for the master association which by a separate Declaration of Covenants and Restrictions is intended for use only by members of a separate owner's association.

(d) "Residential Lot" or "Lot" shall mean any parcel of land located within any phase or unit of Marbrisa, which is intended for use as a site for a single family Dwelling Unit. A parcel of land shall be deemed to be unimproved until the improvements constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Dwelling Unit" shall mean and refer to all or any portion of a building (proposed or constructed) situated anywhere in the Community designed and intended for use and occupancy as a residence for a single family including but not limited to a traditional single family residence, a villa, cluster home or zero lot line structure.

(f) "Community" or "Marbrisa Community" shall mean the real property described in Exhibit "A" which may be shown on various maps of Marbrisa.

(g) "Architectural Review Board" (hereinafter referred to as "ARB") shall mean a committee appointed by the Board of Directors of the Association in accordance with Section 2.3.

(h) "Pedestrian/Bicycle Easement" shall mean and refer to those tracts of land described in Section 1.2 hereof designated as Pedestrian/Bicycle Easements together with any improvements for the use and common enjoyment of the residents, as access and egress areas for pedestrians and bicyclists only. No motorized vehicles shall be allowed in these areas other than for maintenance of the areas.

(i) "Zero Lot Line Structure" shall mean a development concept with no requirement of any side yard set back for the structure and contemplates a customary platted Lot for construction thereon. A structure can be a zero lot line structure regardless of whether it sits on a property line.

(j) "Villa" shall mean a single family structure attached to at least one other single family structure and surrounded by open space. Villas may be so grouped to be Cluster Homes as defined herein.

(k) "Cluster Homes" shall mean a development concept where several single family Dwelling Units are situated together in closely related groups surrounded by open space.

(l) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Dwelling Unit which is part of the Community, but excluding those having such interest merely as security for the performance of an obligation unless and until such interest has been acquired pursuant to foreclosure, judicial sale or any proceeding in lieu of foreclosure.

(m) "Member" shall mean all those Owners who are members of the Association as provided in Article III herein.

(n) "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall mean the exercise of generally accepted garden management practices to promote a healthy weed free environment for optimum plant growth.

(o) "Structure" shall mean anything or object (other than trees, shrubbery and other landscaping) the placement of which upon any property may affect the appearance of such property including but not limited to any building or part thereof, garage, porch, balcony, shed, greenhouse, bathhouse, barbeque pit, patio, swimming pool, television or radio antenna, clotheslines, fence, curbing, paving, wall, recreational facilities, lawn decorative objects including but not limited to statutes and tables, living quarters of any nature or any other temporary or permanent improvements to such property and any excavation, fill, ditch, dune or other thing or device which affects or alters the natural flow of surface water from or across any property or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any property.

(p) "Party Wall" shall mean any wall located on a Lot line or partially on a Lot line, owned by two different Owners regardless of the means whereby ownership is acquired and any wall within one foot of any such dividing line between Lots if intended to separate properties or residences. This one foot variance is in recognition of the possibility of small deviations in surveys which could or may affect the location of a party wall. This definition shall apply to Dwelling Units sharing a wall within the Community.

(q) "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 water to prevent or reduce flooding, overdrainage, 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, F.A.C.

Section 1.2 – Common Areas including private road easements and pedestrian/bicycle easements. The Common Areas shall include those areas designated as Common Areas, private road easements, parking areas or pedestrian/bicycle easements on any plats, or site plan or otherwise conveyed as

Common Areas by the Developer to the Association. All roads in Marbrisa are private, shall be maintained by the Association (except for any roads designated as the sole responsibility of another owner's association), and shall be deemed part of the Common Areas. Such Common Areas shall be conveyed by quit claim deed to the Association by the Developer.

Section 1.3 – The property subject to this Amended and Restated Declaration of Covenants and Restrictions is that property described in Exhibit "A" and such other property as may become part of the Community by amendment hereto. In case of any conflict which can not be resolved between this Declaration and any other declaration applicable only to a portion of the property subject to this Declaration, this Declaration shall control except when only (1) member of the other association are affected and (2) the property subject to that other declaration is involved. In such event, that declaration shall control.

Section 1.4 – The use of any gender includes all other genders and the use of the singular includes the plural and vice versa. The headings used herein are for ease of reference only and do not constitute substantive provisions of this instrument.

ARTICLE II
RESTRICTIVE COVENANTS

Section 2.1 – No Lot or Dwelling Unit shall be used for any purpose except residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling Unit, which shall not exceed 35 feet in height (40 feet for villas) and appurtenances thereto approved by the ARB. Nothing contained herein shall prohibit the construction of single-family cluster homes, or villas homes in Marbrisa as shall be used for single-family Dwelling Units. Villas, cluster homes zero lot line structures and all other single family Dwelling Units shall have an attached garage of sufficient size to accommodate at least two full sized cars. All garages in the Community shall be equipped with automatic electric door closers. Nothing contained herein shall prohibit the construction of any type of amenities within the Community for the Community's use or of appropriate storage facilities or compound approved and designated by the Association for recreational vehicles, boats, trailers, campers and similar vehicles. All decisions as to the appearance of Common Areas and amenities shall be made by the Association.

Section 2.2 – No Dwelling Unit or structure shall be erected on, placed upon, have its exterior altered, or be permitted to remain on any Lot unless and until the Owner submits to the Architectural Review Board the floor plan, elevation, site clearing plan and abbreviated specifications (including exterior materials and colors) and such plans have been reviewed and approved by the ARB. The ARB shall review the proposed Dwelling Unit or structure (including the plans and specifications thereof) as to the materials, the harmony of the external design and location of the Dwelling Unit or structure with respect to topography, vegetation and the finished grade and elevation of the Lot, and any other relevant considerations which are based on acceptable

standards of planning, zoning and construction – including considerations based exclusively on aesthetic factors, compatibility with other structures and the general area, these restrictions and the guidelines adopted by the Association. All garages built shall be and remain garages, and garages shall not be converted, at any time, to any use, other than the storage of vehicles without the approval of the ARB. No garages shall be converted to another use without the substitution of another garage.

Section 2.3 – The ARB shall be composed of not less than three (3) nor more than five (5) persons who are members of the Association and are appointed by the Board of Directors for staggered three (3) year terms. Members of the ARB shall serve at the pleasure of the Board of Directors. In the event of death, resignation, inability to serve or other vacancy in office of any member of the ARB, the Board of Directors shall promptly appoint a successor member who shall serve. The membership, rules of procedure and duties of the ARB shall be prescribed by and, from time to time, changed or modified by the Board of Directors.

Section 2.4 – The ARB shall indicate its approval and disapproval of the matters required in Section 2.2 hereof to be acted upon by it, by a written instrument filed with the Secretary of the Association, and served personally or by certified mail upon the petitioner thereof. Said written instrument shall, identify the proposed Dwelling Unit or structure and if the same is disapproved, the reasons for any disapproval. The decision of the ARB may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of the Association. The Board of Directors shall act on such appeal and either fully or partially approve or disapprove the decision of the ARB within twenty (20) days after the receipt of the appeal. The action of the Board of Directors shall be final. If there is no appeal, then the decision of the ARB shall be final. If the ARB fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specifications (including exterior material and colors) have been received by the ARB, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the ARB.

Section 2.5 – All front, side and rear setback lines in the Community shall be as prescribed, from time to time, in the applicable zoning ordinance then in effect in the Town of Indian River Shores or as otherwise approved by the Town. Zero lot line structures shall contain at least 1,600 square feet of enclosed living area, and shall contain at least 2,000 square feet of total area covered by roof (including attached porticos, garages and porches). Traditional single family homes shall contain at least 2,000 square feet of enclosed living area, and shall contain at least 2,600 square feet of total area covered by roof (including attached porticos, garages and porches). Living area for cluster homes, and villas (e.g. Marbrisa Villas and Marbrisa Seaside Village) shall be as prescribed, from time to time, by the applicable zoning ordinances then in effect in the Town of Indian River Shores.

Section 2.6 – No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, recreational vehicle, tent, shack,

treehouse, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent. Nothing herein contained shall prevent the construction on a Lot of an individual compatible permanent storage facility which has been approved by the ARB in accordance with procedures set forth herein.

Section 2.7 – No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, recreational vehicle, camper, or any other vehicle shall be parked on any street (including the right-of-way thereof) or in Common Areas (except in any approved storage facility or compound) overnight or for a period of time in excess of ten consecutive hours.

Section 2.8 – No boat, boat and trailer, recreation vehicle, camper, motorized home, house trailer or other trailer shall be parked for any period of time in excess of 48 consecutive hours or stored or otherwise permitted to remain on any property except in an approved boathouse, enclosure, or garage at the Dwelling Unit or within a compound or storage facility approved by the Association. No truck over ¾ ton capacity or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time) or stored or otherwise permitted to remain on any property except in a garage at the Dwelling Unit or within any such compound or storage facility referred to above.

Section 2.9 – No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot or within a Dwelling Unit; provided, however, that dogs, cats or other domesticated household pets (not to exceed two dogs and/or cats per household) may be kept, provided such pets are not kept, bred or maintained for any commercial purposes and provided, further, that the Association may impose additional restrictions on pets in the rules and regulations of the Association. When outside, all pets shall be kept on leash or under the Owner's restraint and maintained in such a manner that they do not constitute an annoyance or nuisance to residents of the Community. The Board of Directors of the Association may order the removal from the Community of any pets authorized herein which constitute an annoyance or nuisance or which are not kept under restraint and shall have the right to adopt and to enforce reasonable rules and regulations regarding such pets.

Section 2.10 – No sign of any kind shall be placed, erected or displayed where visible to public view within the Community without the written approval of the Board of Directors of the Association. If permission is granted to any person or entity to erect a sign within the Community, the Board reserves the right to restrict the size, color, lettering and placement of such sign. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. Individual Lot or Dwelling Unit Owners shall not display or place at any location within the Community any sign of any character indicating a property is for sale, lease or rent without the written approval of the Board of Directors of the Association. The Association shall have the right to arbitrarily allow or disallow any sign request and may rescind any previously granted approval without prior notice thereof.

Notwithstanding the foregoing, a sign of reasonable size provided by a contractor for security services may be displayed within ten (10) feet of any entrance of a Dwelling Unit.

Section 2.11 – No noxious or offensive activity shall be carried on or suffered to exist on any Lot or within any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in a Dwelling Unit that may be or may eminently become an annoyance, a private or public nuisance, or which is illegal, immoral or constitutes a public safety hazard.

Section 2.12 – No property in the Community shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material except for any such area as may be provided for dumpster type receptacles. All property in the Community shall be kept free from the accumulation of rubbish, trash, garbage, other solid waste materials, and unsightly weeds and underbrush.

Section 2.13 – No wall, fence, or hedge over six feet in height shall be erected, placed, altered, maintained or permitted to remain on any Lot or Dwelling Unit unless and until the height, type and location thereof have been approved by the ARB. Only masonry walls and wooden or masonry fences shall be permitted. No fence or wall shall be permitted forward of the front elevation of any Villa or Zero Lot Line Structure. No fences or walls shall be permitted in any Villa, or Cluster Homes, except those erected by the Developer. Repair or replacement of any wall or fence erected by the Developer shall be approved by the ARB.

Section 2.14 – Restrictions regarding fences, walls, hedges or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provision of the Zoning Ordinance of Indian River Shores, Florida.

Section 2.15 – No discharge, overflow, or accumulation of sewage affluent from any drain field, or recreation vehicle storage tank, or other similar container shall be permitted to exist on any Lot or Dwelling Unit. No private sewage disposal system shall be permitted for any Lot or Dwelling Unit.

Section 2.16 – No driveway shall be constructed, maintained, altered or permitted to exist on any property if the driveway obstructs or would significantly impede the flow of surface drainage in the area adjacent to the such property or in the street right-of-way or swale area adjoining or abutting the property.

Section 2.17 – The system from primary utility lines, including but not limited to water, sewer, electric, telephone and cable TV (if any), shall be underground and the cost of the installation and maintenance thereof shall be at the expense of the Owner.

Section 2.18 – Trees having a diameter of four inches or more (measured four feet from ground level) may not be removed from any property in the Community without the prior approval of the ARB and governmental authorities of Indian River

Shores, Florida. All requests for approval of tree removal shall be submitted to the ARB along with a plan specifically locating such tree(s) and if incident to construction, at the time the builder or Owner submits his plans and specifications to the ARB for approval. No Lot or any other property shall be cleared until such approval is granted by the ARB. Notwithstanding the foregoing, in extraordinary circumstances in which there is a clear and imminent danger, the Board of Directors may allow Owners to remove trees damaged by a storm.

Section 2.19 – Anyone violating the provisions of Section 2.18 may be required to replace such trees with trees of comparable size and condition within thirty days after demand by the ARB. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the Lot or Dwelling Unit. The Owner grants to the Association, its agents, and employees an easement of ingress and egress over and across the Owner's property to enable it to accomplish compliance with Section 2.18 and this Section.

Section 2.20 – No driveway access for ingress and egress shall be permitted onto streets unless the driveway is concrete or concrete pavers of a minimum width of the right-of-way and shall meet any requirements for a driveway use permit as set forth by the Town of Indian River Shores.

Section 2.21 – All Dwelling Units and other structures shall be completed within a reasonable period of time which shall be that time period common to the building industry for the type of construction being done.

Section 2.22 – Miscellaneous Provisions:

(a) All air compressors, garbage receptacles, water conditioners, and the like shall be prohibited in the front yard. All such facilities shall be screened with a masonry or wooden screen.

(b) No exposed window air conditioning units shall be permitted within the Community.

(c) All Dwelling Units shall be pre-wired for cable television. Antennas and satellite dishes for the reception of video programming, less than one (1) meter in diameter, may be installed on a Dwelling Unit. Any such installation shall be in the rear of the Dwelling Unit if an acceptable signal can be achieved. All other antennas or satellite dishes are prohibited.

(d) Individual mailboxes, newspaper boxes, name plates and house numbers shall be approved by the ARB. Any outdoor clothes drying apparatus shall be approved by the ARB and must be completely screened from view by the structure, fencing or landscaping approved by the ARB.

(e) Individual swimming pools are permitted but must be approved by the ARB before construction thereof is commenced.

(f) Screened porches or pool enclosures shall be in harmony with the principal Dwelling Unit and must be approved by the ARB before construction thereof is commenced.

(g) All Lots and Dwelling Units within the Community shall have an underground irrigation system installed in connection with construction which shall be used to maintain the property and the system shall be connected to the Community irrigation system (non-potable water). All improved Common Areas except private roads shall have underground irrigation systems which shall be used to maintain the Common Areas. Individual owners associations which control designated areas within the Community that are subject to other declarations of covenants and restrictions in addition to this Declaration shall maintain underground irrigation systems to serve Common Areas within that area that are for the use of that association and its membership. The Association shall own and operate the Community irrigation system and shall establish the rates for use of the system. Any rates established, from time to time, for use of the Community irrigation system shall be in addition to the regular quarterly assessment; provided however, the Association shall have the same lien rights as for all other assessments provided herein for failure to pay for the water and water charges of the Association and such charges for water shall be treated the same as an assessment for all purposes under this Declaration.

(h) To protect the Community and to provide it with security, the Developer established a security system restricting access to the Community which includes secured entrances and security patrols. The expense of such Community security will be included in the regular assessments. The Association shall be responsible for determining the level of security to be provided to the Community and to establish reasonable rules and regulations regarding security and safety of the Community. Notwithstanding the foregoing, nothing contained herein shall in any way change or modify the private nature of the roads within the Community without the consent of the Association and acceptance thereof by the appropriate governmental entity.

Section 2.23 – In order to maintain uniformity of appearance, no Owner of any Dwelling Unit shall change exterior materials or colors, either of the exterior walls or roof of the Dwelling Unit or other structures without the written approval of the ARB. The ARB shall have the right from time to time to adopt and enforce rules and regulations for the maintenance and appearance of the exteriors of Dwelling Units and of other structures.

Section 2.24 – All Owners shall keep their property mowed and maintained, free of disease and bugs, and in a presentable condition. Owners shall not permit any unsightly growth, weeds or underbrush on their grounds. If an Owner fails to maintain his grounds as herein required, the Association shall have the power to correct such omission, and the cost thereof if unpaid by such Owner, shall be a lien against the property and enforceable in the same manner as a delinquent assessment. The Association shall have the right to adopt rules and regulations to enforce this provision.

Section 2.25 – Each Owner shall maintain fire and extended coverage casualty insurance on the Dwelling Unit and other improvements and shall use the proceeds thereof to repair or replace any damage to or destruction of improvements within a reasonable time after such casualty unless the same is totally destroyed by such casualty. If a Dwelling Unit is totally destroyed and not rebuilt, all debris, slabs and driveways shall be removed and the property restored to its natural condition.

Section 2.26 – In the event that any portion of any structure, including any boundary line wall, shall protrude over an adjoining Lot or Dwelling Unit, such structure or boundary line wall shall not be deemed to be an encroachment upon the adjoining Lot or Dwelling Unit. In the event there is such protrusion, the Owner or Owners of the Lot or Dwelling Unit on which such protrusion extends shall be deemed to have granted a perpetual easement to the adjoining Owner or Owners for continuing maintenance and use of such projection or boundary wall, including any replacement thereof.

Section 2.27 – For the purpose of providing access to each Owner of a boundary line wall or structure to permit painting, maintenance, repairs or reconstruction of such wall or structure that abuts such Owner's boundary line, the adjoining Owner or Owners of each Lot or Dwelling Unit which abuts such boundary line wall or structure hereby give and grant a perpetual easement to the Owner or Owners of such wall or structure to enter upon the property of such adjoining Owner or Owners for the specific purpose of painting, maintenance, repair or reconstruction of such wall or structure. Such entry will be made in a reasonable manner and only at reasonable times and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the Owner of the wall or structure who causes such entry to be made. In the event of controversy, the decision of the Board of Directors of the Association shall control.

Section 2.28 –

(a) As to any Zero Lot Line Structures, Villas or Cluster Homes which share a common wall, the common wall shall be a Party Wall as defined in Section 1.1(p) and shall be subject to the matters set forth herein. Owners of adjoining properties connected by a Party Wall shall recognize the full rights, each of the other to the use of said Party Wall, for whatever purposes the Owners choose to employ, except that such use shall not infringe upon the rights of the adjoining Owner for his enjoyment of said Party Wall. Each Owner shall refrain from taking any action whatsoever as to such Party Wall that would impair in any manner the value of the

Dwelling Unit or Party Wall, or structurally would weaken the Party Wall or Dwelling Unit in any manner. Except to the extent of being inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply hereto.

(b) No Owner shall have the right to damage, destroy, tear down, or make any alterations or structural changes in a Party Wall without the written consent of the adjoining Owner sharing the Party Wall. Nothing contained herein shall prohibit an Owner from decorating or maintaining any wall facing the interior of his Dwelling Unit which may be attached to the Party Wall provided that such decoration or maintenance does not affect the Party Wall structurally.

(c) The cost of maintenance of a Party Wall shall be shared by the owners who make use of the wall in proportion to such use.

(d) If a Party Wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for larger contribution from the other Owner(s) under any rule or law regarding liability for negligent or willful acts or omissions. Whenever possible the Party Wall shall be reconstructed at the same location on which it was initially constructed and be of the same size and general material and of like quality as the Party Wall at the time of damage or destruction, applicable ordinances and statutes permitted. Each Owner sharing a Party Wall shall insure the property as required in Section 2.25 above.

(e) Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

(f) The right of any Owner to contribution from any other Owner under this Section shall constitute a lien against the property of any other Owner(s) upon payment by the Owner entitled to contribution and upon recording a claim of lien by said Owner stating the nature and the amount of such entitlement to contribution. Such lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in this state. Any lien created hereunder shall be subordinate to the lien or mortgage of any institutional mortgagee.

(g) In the event that any portion of any structure constructed, including any Party Wall, shall protrude over an adjoining Lot, such structure or Party

Wall shall not be deemed to be an encroachment upon the adjoining Lot and shall be governed by the provisions of Section 2.26 of this Declaration. For the purpose of providing access to each Owner of a Party Wall to permit painting, maintenance, repairs, replacement or reconstruction of such wall or structure that abuts such Owner's lot line, the provisions of Section 2.27 of this Declaration shall control.

Section 2.29 – No bird baths, ponds, flag poles, lawn or shrubbery sculpture, artificial plants, bird houses, rock gardens or similar types of accessories are permitted on any property without the prior approval of the ARB.

Section 2.30 – Security gates shall be kept in a closed position except during the following times:

(a) For community-wide activities approved in advance in writing by the Association.

(b) Emergencies affecting the health, safety or general welfare of the Community and its Owners as determined by governmental authority or the Association.

ARTICLE III
ASSOCIATION

Section 3.1 – The Association has been created to provide for the effective and efficient administration of the Common Areas by the Owners in the Community. The Association shall operate, maintain and manage the Common Areas, including the private roads and any other property of the Association, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and the Bylaws of the Association. A true copy of the Articles of Incorporation and of the Bylaws of the Association are attached hereto as Exhibit "B" and Exhibit "C" and are incorporated by reference herein. The Association shall serve as an Owner's Association and provide a legal entity for the representation of all Owners in the Community; provided however that some members of this Association may be members of another association which association shall represent and govern its members as to matters affecting that association.

Section 3.1.1 – The Common Areas, the individual boat slips transferred to the Association and the real property of the Association, without limitation, shall not be transferred, conveyed, leased, sold, mortgaged or encumbered, nor shall any such property be used for any other purpose other than the purpose for which originally intended, unless and until seventy-five percent (75%) of the members of the Association approves such action.

Section 3.2 – Every Owner of a Lot or Dwelling Unit within the Community shall automatically become a member of the Association upon acquisition of an ownership interest in any Lot or Dwelling Unit. Each Lot or Dwelling Unit shall be entitled to one vote. When more than one person holds an interest in any Lot or Dwelling Unit, the vote for such Lot or Dwelling Unit shall be cast as may be set forth in the Articles of Incorporation and/or the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Dwelling Unit which is subject to assessment. Membership shall terminate automatically at the time that such Owner divests himself or is divested of such ownership interest or title to such Lot or Dwelling Unit, regardless of the means of divestment.

Section 3.3 – No person, corporation or other entity holding any lien, mortgage or other encumbrance upon any Lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other entity which acquires title to a Lot or Dwelling Unit either by foreclosure, judicial sale or by voluntary conveyance from its mortgagor or his successors or assigns.

Section 3.4 – In the administration, operation and management of the Common Areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the Common Areas and any other property of the Association and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

Section 3.5 - Without intending to limit any other right, obligation or duty of the Association under the terms of this Declaration or the Articles of Incorporation and Bylaws of the Association, all Common Areas landscaped by the Developer or the Association shall be maintained by the Association. Any retaining wall constructed by Developer or the Association shall be maintained by the Association unless such retaining wall is specifically accepted by the Town of Indian River Shores for maintenance.

Section 3.6 – The Association shall make available to Owners, mortgagees, holders or insurers of any first mortgage, current copies of the Declaration, the Articles, Bylaws and Rules and Regulations of the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, as provided in Florida Statutes §720.303(5)(2007) as amended from time to time.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 – Each Owner of each and every Lot and Dwelling Unit, whether or not the Owner is in possession of the Lot or Dwelling Unit, shall, by acceptance of a deed or other instrument of conveyance thereof, whether or not it shall be so expressed in any such deed or instrument, be deemed to have covenanted and agreed to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to have agreed to pay promptly to the Association or its successors or assigns the following:

(a) All quarterly assessments or charges; and
(b) All special assessments or charges for the purposes set forth in Section 4.2 of this Article.

Such assessments or charges shall be fixed, established, levied and collected, from time to time, as hereinafter provided. The quarterly and special assessments (together with such interest thereon and the cost of collection including reasonable attorney's fees as hereinafter provided) shall be a charge and continuing lien on the Lot or Dwelling Unit against which such assessment is made and shall also be the personal obligation of the person who was the owner of such Lot or Dwelling Unit at the time when the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to the Owner's successor in title unless expressly assumed by such successor. Both quarterly and special assessments must be fixed at a uniform rate for all Lots and Dwelling Units. In the case of co-ownership of a Lot or Dwelling Unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs and attorney's fees.

Section 4.2 – The assessments levied by the Association shall be used exclusively for the recreation, health, safety and welfare of the residents and for the improvement, maintenance (including landscaping), administration, operation, enhancement, enlargement, and operation of the Common Areas including the private roads and the pedestrian or bicycle pathways and any other property of the Association, to provide for the effective management, administration and operation of the Association and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes (including special district taxes, if any), governmental assessments, insurance premiums for Association property, construction of improvements, repairs, replacements, and acquisition of additions to the Common Areas and the Association property, payment of the cost to acquire labor, services, equipment, materials, management, and supervision necessary to carry out the authorized functions of the Association and for the payment of principal, interest and other charges connected with the loans made to or assessed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages, if any covering the Common Areas at the time of conveyance to the Association. The Association shall not be bound in setting assessments in

subsequent years by the amount of the assessments set in earlier years except as may be limited elsewhere herein. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to the extent which would violate the Association's non-profit status. The Association, however, shall maintain, establish and provide an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the Common Areas and all other property which the Association is required to maintain, replace or repair hereunder. Such reserve fund shall be maintained out of the regular quarterly assessments.

4.2.1 – The reserve fund shall be apportioned among specific catergories for deferred maintenance and/or replacement of Marbrisa capital assets, as determined by the Board of Directors pursuant to Section 6.2 of the Bylaws. Funds that have been accrued into the reserve accounts, including interest earned on investment of these funds, shall not be expended for any purpose other than the category for which the funds have been reserved unless their use for other purposes is approved in advance by a majority vote at a membership meeting at which a quorum is present. A majority vote of the Board of Directors shall be required to authorize any expenditure of reserve funds. Any proposed new capital expenditure, including building, acquisition or major upgrade of capital assets shall be funded without use of the reserve funds budgeted for deferred maintenance and/or replacement of Marbrisa capital assets.

Section 4.3 – Regular quarterly assessments shall be determined at the annual budget meeting of the directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by 75% of the voting members in attendance in person or by proxy in any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment (not to exceed one (1) months regular assessment) which emergency assessment may be levied only after ten (10) days notice to the membership.

Section 4.4 – Assessments which are not paid on or before the date the same shall become due shall be delinquent and each delinquent assessment shall bear interest at the highest rate of interest allowed by law, from time to time, until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the Lot or Dwelling Unit and other property of the Owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the Common Areas, by abandonment of the Lot or Dwelling Unit, by extended absence form the Community, or by or for any other reason.

Section 4.5 – The Association, upon written request of any Owner, shall furnish to a prospective purchaser, mortgagee or other authorized person a statement of the

current status of the assessments on such Owner's Lot or Dwelling Unit. When executed by any officer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.6 – All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be paid or applied by the Association, at the discretion of the Board of Directors, towards the payment of any costs and expenses related to the purpose of the assessments set forth in Section 4.2. Revenue collected by the Association from an Owner of a Lot or Dwelling Unit may be co-mingled with monies collected from other Owners.

Section 4.7 – Although all funds and other assets of the Association and any profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, encumber, hypothecate, pledge or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his Lot or Dwelling Unit. When an Owner of a Lot or Dwelling Unit ceases to be a member of the Association by reason of his divestment of his ownership of the Lot or Dwelling Unit, by whatever means that occurs, the Association shall not be required to account to that Owner for any share of the funds or assets of the Association.

Section 4.8 – In the event that any first mortgagee shall acquire title to any Lot or Dwelling Unit by virtue of foreclosure, judicial sale or a deed in lieu of foreclosure, then such first mortgagee who acquired title shall not be liable or obligated for the payment of any assessments which are in default and delinquent at the time title was acquired except as provided by Chapter 720 of the Florida Statutes. Any first mortgagee, person or other entity acquiring title to a Lot or Dwelling Unit as contemplated in this provision shall be liable and obligated for such assessments as may accrue and become due subsequent to the date of acquisition of such title.

Section 4.9 – Recognizing that proper management and operation of the Common Area (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted the right of lien upon all real property within the Community and the present and future interests of each member of the Association in the Common Area and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and any other right of lien created herein, and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees at trial and on appeal, which may be incurred by the Association in enforcing any such lien or the provisions of this Declaration.

Section 4.10 – Any lien established herein may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. Any lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced

by the Association in order to protect its interests, and the Association shall be entitled to interest on such payments or advances made from time to time, computed at the highest legal rate of interest on all such payments or advances.

Section 4.11 – All persons, firms, corporations, and other entities, which shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance on a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other entities shall acquire their right, title and interest in and to the Lot or Dwelling Unit expressly subject to the lien rights provided herein.

Section 4.12 – Any lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Indian River County, Florida, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect for the maximum time allowed by law or until all sums secured by the lien have been fully paid, whichever event occurs first. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon and any other right of lien, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by any officer of the Association. The claim of lien filed by the Association shall be subordinate to any lien, any other encumbrance or any claim of lien if the said lien, encumbrance or claim of lien is recorded prior to the Association's claim of lien.

ARTICLE V
AMENDMENT, TERMINATION AND ENFORCEMENT

Section 5.1 – The record Owners of seventy-five percent (75%) of Lots or Dwelling Units in the Marbrisa Community may amend, modify, rescind or terminate such provisions of this Declaration as they deem necessary or desirable.

The President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting of the Association duly called and at which a quorum was present in person (or by proxy) and that at least a seventy-five percent (75%) of the Owners approved the amendment, modification or other action. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Indian River County, Florida. It shall not be necessary for the Owners to join in any document to effectuate such amendment.

Section 5.2 – The Association or any Owner may enforce these covenants and restrictions by any proceeding at law or in equity including but not limited to an action at law for damages, or a proceeding for injunctive relief. All costs of enforcement,

including reasonable attorney's fees at trial and on appeal, shall be borne by the non-prevailing party. Failure of any person or entity to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the Association may levy fines against any member or any tenant, guest or invitee in accordance with Florida Statute §720.305(2)(2007) as amended from time to time.

ARTICLE VI
USE OF COMMON PROPERTY

Section 6.1 – Every Owner shall have right to and is hereby granted an easement for ingress and egress over and across all Common Areas. The Common Areas including private roads, parking areas and pedestrian/bicycle easements as described herein, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Owners of Lots and Dwelling Units lying within the Marbrisa Community for the use of such Owners and the use of their families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of the Owners. By accepting any instrument of conveyance or by taking possession or occupancy of any Dwelling Unit or Lot in the Community, each such person agrees to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that compliance with such rules and regulations is necessary for the orderly enjoyment of all Common Areas, including private roads, pedestrian/bicycle facilities and recreational facilities now existing or which may hereafter be designated. The private roads shall be maintained by the Association which maintenance shall include resurfacing, restriping and repair thereof and the Association, in its discretion, may take such actions as are necessary to limit access to the Marbrisa Community including secured entrances to the Marbrisa Community.

Section 6.2 – Any Common Area located within Marbrisa designated as a drainage retention area or any Common Area or part thereof designated as a drainage retention area on any final site plan approved by the Town of Indian River Shores shall be preserved in its natural state. Any such drainage retention area may not be filled, altered, modified or changed in any way by the Association without the express prior consent of the Town of Indian River Shores.

Section 6.3 – To provide for the adequate delivery of municipal services to the Marbrisa Community, the Developer, for valuable consideration, granted, bargained and conveyed unto the Town of Indian River Shores, a Florida municipal corporation, its licensees, agents, successors and assigns, the right of ingress and egress over and upon the Common Areas of the Marbrisa Community for the purpose of furnishing all municipal services provided, franchised, or contracted by the Town, including but not limited to, police protection, fire protection, water, sewer, garbage collection and inspection by Town Inspectors. Further, the Developer granted unto the Town of Indian

River Shores and any provider of water, sewer, garbage collection, telephone service, natural gas and cable television services the right of ingress and egress over, under, across and upon all of the Common Areas of the Marbrisa Community for the purpose of constructing, installing, maintaining, providing and servicing all of the utilities and all utility type services for the Community.

Section 6.4 – The Association reserves the right to grant such additional easements for (including but not limited to) irrigation, wells, pumps, electric, gas, water or other utilities or to relocate any existing utility or other easements onto any portion of the property as the Association shall deem necessary or desirable for the proper operation and maintenance of the property or any portion thereof, or for the general health or welfare of the Owners. Notwithstanding any other clause of these covenants and restrictions, each Lot, Dwelling Unit and the Common Areas shall be subject to easements for public protection, garbage and trash removal, water and sewer system, electric and gas service, cable television, telephone and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot, Dwelling Unit or the Common Areas in furtherance of such easement.

Section 6.5 –

A. A private boat docking facility was developed in the Indian River adjacent to the Marbrisa Community, subject to and according to all applicable governmental regulations. Such docking facility shall be for the exclusive use of Owners and their families, guests of Owners, and tenants, and it shall not be available to the general public. Any private boat docking facility in the Indian River adjacent to the Marbrisa Community shall never exceed 17 boat slips. This foregoing restrictive covenant limiting the number of boat slips to 17 has been required by the Florida Department of Natural Resources and the development of such private boat docking facilities shall always be subject to the restrictions and requirements of such governmental agencies. This foregoing provision may not be amended or changed unless the same shall be approved by the appropriate governmental agencies having jurisdiction thereover in addition to any approval required of Owners herein.

B. A separate boat slip owners association has been established for the administration, maintenance and operation of the docking facility subject to restrictions, rules and regulations promulgated by the Developer and subject to all restrictions imposed by governmental agencies having jurisdiction thereof. A Declaration of Covenants, Conditions and Restrictions of Dock and Pier Use and Ownership for Marbrisa Development has been created and recorded at Official Records Book 977 at Page 264, et. seq. Said Declaration governs and applies to the docking facility. Three (3) individual boat slips have been transferred to the Association for the use of the entire Marbrisa Community. The Association, subject to the restrictions and rules of the boat slip owners association, shall be responsible for all fees and expenses associated with each individual boat slip, provided however, the

Association may establish specific rules and regulations for the use of the individual boat slips transferred to the Association.

ARTICLE VII
COVENANTS AGAINST PARTITION
AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Section 7.1 – Recognizing that the full use and enjoyment of any Lot or Dwelling Unit within the Community is dependent upon the use and enjoyment of the Common Areas and the improvements made thereto and that it is in the interests of all Owners that the membership rights in the Common Areas be retained by the Owners of Lots and Dwelling Units, it is therefore declared that the membership rights of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall exist no right to transfer the membership rights in the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to or lease of a Lot or Dwelling Unit in the Community. Any conveyance or transfer of a Lot or Dwelling Unit in the Community shall include the membership rights in all Common Areas appurtenant to the Community whether such membership rights shall have been described or referred to in the deed by which the Lot or Dwelling Unit is conveyed.

ARTICLE VIII
COVENANTS TO RUN WITH LAND

Section 8.1 – The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Lot and Dwelling Unit and any appurtenant undivided interest in the Common Areas and upon their heirs, personal representatives, successors and assigns of each Owner. This Declaration shall be binding and in full force and effect for a period of thirty years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument signed by seventy-five percent (75%) of the then record Owners of the Lots and Dwelling Units in the Marbrisa Community, is recorded containing the agreement of the Owners with respect to the termination, of the provisions of this Declaration. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof which shall remain in full force and effect.

ARTICLE IX
SURFACE WATER MANAGEMENT SYSTEM

Section 9.1 – The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the

exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. 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 Water Management District.

Section 9.2 – Any amendment to the Covenants and Restrictions which alter 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 approval of the St. Johns River Water Management District.

Section 9.3 – 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.

This Amended and Restated Declaration of Covenants and Restrictions for Marbrisa Homeowners Association, Inc. has been approved by the owners of at least seventy-five percent (75%) of the Lots or Dwelling Units, which vote was sufficient for approval, at a meeting held on May 15, 2008.

The undersigned, Marbrisa Homeowners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 1st day of July, 2008.

WITNESSES AS TO PRESIDENT:

Aven L. Pedrer
Printed Name #1: Aven L. Pedrer

Laura L Stevens
Printed Name #2: Laura L Stevens

MARBRISA HOMEOWNERS ASSOCIATION, INC.

By: Jerry E Wilhelm
Jerry E. Wilhelm, Its President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on July 1, 2008, by Jerry E. Wilhelm as President of Marbrisa

Homeowners Association, Inc. [✓] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

NOTARY PUBLIC-STATE OF FLORIDA
Caryn H. Eichelberger
Commission # DD791201
Expires: JULY 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Caryn H. Eichelberger
Notary Public

WITNESSES AS TO SECRETARY:

Aven L. Pedersen
Printed Name #1: Aven L. Pedersen

Laura L. Stevens
Printed Name #2: Laura L. Stevens

MARBRISA HOMEOWNERS ASSOCIATION, INC.

By: Silvia Cancio
Silvia Cancio, Its Secretary

CORPORATE SEAL

MARBRISA HOMEOWNERS ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on July 1, 2008, by Silvia Cancio as Secretary of Marbrisa Homeowners Association, Inc. [✓] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

NOTARY PUBLIC-STATE OF FLORIDA
Caryn H. Eichelberger
Commission # DD791201
Expires: JULY 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Caryn H. Eichelberger
Notary Public

EXHIBIT "A"
to
Marbrisa Declaration of Covenants and Restrictions

Parcel 1: North ½ of Government Lot 4, Section 36, Township 31 South, Range 39 East, LESS Right-of-Way of A-1-A.

Parcel 2: Lots 1, 2 and 3, LOW'S SUBDIVISION, according to the plat filed in the office of the Clerk of the Circuit Court, St. Lucie County, Florida, in Plat Book 1, Page 27; said land now lying and being in Indian River County, Florida.