

KNOW ALL MEN BY THESE PRESENTS:

Whereas, ROUTE 50 CORPORATION, hereinafter called OWNERS, are the owners of land in the County of Brevard, State of Florida, more specifically described as follows

SECTION ONE:

Lot 34 & the W. 113' of Lot 35, Blk. 1 INDIAN RIVER HEIGHTS, as recorded in Plat Book 0, Page 23, of the Public Records of Brevard County, Florida. LESS AND EXCEPT Right-of-Way for State Road #50. Also lots 8, 9, 10 and 11, Block 5, Plat of Sun Valley Subdivision as recorded in Plat Book 11, Page 29, Public Records of Brevard County, Florida.

SECTION TWO:

The east 17.97' of Lot 8 and all of Lots 6 & 7, Block 5, SUN VALLEY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, Page 29, and the East 14' of Lot 35, all of Lot 36, and the West 99' of Lot 37, Block 1, INDIAN RIVER HEIGHTS, according to the Plat thereof, as recorded in Plat Book 0, Page 23, Both of the Public Records of Brevard County, Florida.

SECTION THREE:

Commence at the Northeast corner of Section 28, Township 22 South, Range 35 East, Brevard County, Florida; run thence N.89°28'07"W., along the North line of said Section 28, a distance of 424.80 feet; thence S.0°03'58"W., 75.94 feet to the Northeast corner of The Meadows South, Section Two as recorded in Plat Book 29, page 92 of the Public Records of Brevard County, Florida; thence along the boundary of said The Meadows South, Section Two the following three courses and distances: S.0°03'58"W., 584.69 feet; N.89°27'16"W., 59.42 feet; S.0°04'58"W., 115.26 feet to a point on the North Right-of-way line of 3rd Street (a 50' R/W); thence S.89°18'27"E along said North Right-of-way line, 459.78 feet to a point on the Westerly Right-of-way line of Apollo Road; thence along said Right-of-way line the following three courses and distances: N.0°01'40"E., 116.44 feet; S.89°27'16"E., 5.00 feet; N.0°01'40"E., 485.41 feet; thence run N.89°56'02"W., 264.90 feet; thence N.0°03'58"E., to a point on the South Right-of-way line of State Road 50 (a 114' R/W) said point being on the arc of a circular curve concave southerly having a radius of 2026.48 feet; thence along said South Right-of-way line the following two course and distances: Westerly along the arc of said curve thru a central angle of 2°33'06", a distance of 90.25 feet to the point of tangency; S.83°55'35"W., 50.38 feet to the point of beginning.

SAID Legal Description being a Replat of all of lots 1 thru 5 Block 5, Sun Valley Subdivision, as recorded in Plat Book 11 at Page 29, together with all of Lot 38 and a part of lots 37, 39 and 40, Block 1, Indian River Heights as recorded in Plat Book 0 at Page 23, all according to the Public Records of Brevard County, Florida.

WHEREAS, OWNERS desire that all of the above described real property be subject to like restrictions for the mutual benefit and protection of itself and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof.

NOW, THEREFORE, in consideration of the premises, OWNERS do hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding upon the said OWNERS and upon each and every person, both real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns. It is anticipated that the real property which is subject to

these restrictions shall be expanded by the addition of adjacent real property which OWNERS now own or are acquiring; however, nothing in this document shall be construed so as to commit OWNERS to go beyond this state. Said restrictions, reservations and conditions are as follows:

1. LAND USE AND BUILDING TYPE: No building shall be erected, altered, placed or permitted to remain on the above described land other than residential units, including multi-family units. Each lot is hereby restricted to residential or recreational use by the owner or owners thereof, their immediate families, tenants, guests and invitees.

2. HOMEOWNERS' ASSOCIATION: There shall be established a Homeowners' Association hereinafter referred to as "association," composed of record owners of each lot. The Association shall be THE MEADOWS SOUTH ASSOC. INC., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas of the development and collect from the owners and pay all common expenses such as maintenance of the common area and, if necessary, city water and sewer, garbage collection charges, cable TV, fire and extended coverage and liability insurance, if feasible. The Association shall have all of the power and duties set forth in this Declaration and the Articles of Incorporation and Bylaws and as granted by the laws of the State of Florida to nonprofit corporations.

3. MEMBERSHIP AND VOTING RIGHTS: OWNERS and all persons hereafter owning a vested present interest in the fee title to any one of the lots in the development and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members of the Association and their membership shall automatically terminate when they no longer own such interest.

There shall be one vote per lot in the development. The owner of each lot shall be entitled to cast one vote. Where the lot is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such lot, and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such lot of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include OWNERS.

4. POWERS OF THE HOMEOWNERS' ASSOCIATION: The Association shall have the power to make and establish reasonable rules and regulations governing the use of the units and grounds in the above described property. The Association shall have the power to levy and collect assessments against the owners of the lots for the purpose of maintaining or repairing the property in the event that the owner of a lot should fail to maintain his property. Each lot owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the unit and which may now or hereafter be affixed or contained within the lot. Such owner shall further be responsible for the maintenance, repair and replacement of all walls, roofs, and exterior surfaces of his unit and all other buildings or structures located on his property, including his unit, except where the Association may have insurance coverage. Such lot owner

shall further be responsible for the maintenance of the grounds of his lot, including the lawn, shrubbery, trees and plants located on his property. Each lot owner shall contribute his pro rata share of the expense of the maintenance of the common property to the Association. Said lot owner shall pay to the Association his pro rata share of the charges for city water, sewer, garbage collection, cable TV, and if applicable, insurance payments. In the event an owner fails to maintain or repair his property as required, the Association shall have the right to maintain or repair the property as required and shall have the right to assess the owner for the reasonable cost of such maintenance or upkeep. If all sums due from the lot owner are not paid by said owner within ten (10) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the said Association, its successors and/or assigns.

5. ARCHITECTURAL CONTROL: No building or other structure shall be erected, placed or altered on any building lot until two (2) sets of the building plans, two (2) sets of specifications and two (2) copies of a plot plan have been submitted to the Board of Directors of the Association and the same approved by it in writing in the following particulars: (1) that said building or other structure complies in all respects with these restrictions, reservations and conditions, and (2) that said building or other structure is in conformity and harmony not only with respect to the topography and finished ground elevations, but also with the architectural design of completed or proposed other structures located on said property. The Association's approval of said plans, specifications and plot plans shall be evidenced by its signature on and return to the applicant of one set of said plans, specifications and plot plans, the other copy of each to be retained by the Association. In the event the Association fails to approve or disapprove such design or location within thirty (30) days after the same have been submitted to said Association, such approval will not be required and this covenant will be deemed to have been fully complied with. The lots subject to this Declaration shall not be partitioned.

6. FENCES: With the exception of the existing fences or party walls as of the date of this instrument, no fence or fence walls shall be constructed, erected or maintained on or around any portion of a lot without the express written consent of the Association. No alterations or modifications of the existing fences and party walls may be made without the consent of the Association. The owners of the units having party walls shall at all times maintain said party walls in a good state of repair. This provision shall not apply to the OWNER or a builder during the construction phase of the project to be constructed on the subject property.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs of like size used by a builder to advertise the property during the construction and sales period. This provision shall not apply to OWNER, its successors or assigns.

8. MAINTENANCE OF VACANT LOTS AND DWELLINGS: Once a lot has been sold by OWNER, the same shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, then the said OWNER, its successors and/or assigns shall have the right to enter upon said lot for the purpose of cutting and removing each overgrown weeds and rubbish and the expense thereof shall be

charged to and paid by the owner of such lot. If not paid by said owner within (30) days after being provided with in a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the said Interstate, its successors and/or assigns.

9. GARBAGE AND TRASH DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all garbage containers shall be within a walled enclosure of such height, design and construction so that no garbage containers can be seen from the street. There shall be no burning of trash or any other waste material.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind except by lawful permit obtained from the applicable governmental body.

11. TEMPORARY STRUCTURES: No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

12. LIVESTOCK AND POULTRY: No livestock, horses, poultry, or animals 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 they are not kept, bred or maintained for any commercial purposes.

13. CLOTHESLINES: There shall be no clotheslines placed in the common areas, and no fence shall be used as a clothesline. Clotheslines are permitted behind fenced areas that are not visible to the other lots in the planned unit development.

14. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the said OWNERS. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. TERM: These covenants are to run with the land, and except as they may or might be amended in accordance with paragraph 16, shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof and these covenants and restriction shall be automatically extended for successive period of ten (10) years unless by a vote of the then owners of a majority of the lots it is agreed to change said covenants and restrictions in whole or in part.

16. AMENDMENT: So long as OWNER owns 50% or more lots or so long as the entity to whom OWNER specifically assigns the rights under this paragraph 18, or its subsequent assignees of this specific right, owns 50% or more lots, OWNER, or its just mentioned specific assignee, may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the public records of Brevard County, Florida. At any time after OWNER, or its just mentioned specific assignee, no longer owns 50% of the lots, the then owners of at least a majority of the lots may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the public records of Brevard County, Florida. Prior to changing, altering or adding to these restrictions, approval of the Titusville City Council must be obtained.

17. ENFORCEMENT: If the owner or owners of property in THE MEADOWS SOUTH or any other person or persons, or any of them, or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in THE MEADOWS SOUTH or OWNER to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them by injunction from so doing or continuing to do such acts and/or to recover damages or other dues for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees, including appeal, incurred by any moving party, in any legal proceedings which result in the successful enforcement and/or restraint, but injunction or otherwise, of any covenant or restriction, including paragraphs 4 and 8 above, contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

18. SEVERABILITY: Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. DRAINAGE AND UTILITY EASEMENTS: Except for any construction performed pursuant to specific prior approval from the City of Titusville, Florida, there shall be no construction whatsoever in any areas designated on the plat as a drainage or utility easement. The existing drainage on Lots 1 through 16 shall not be altered without the consent of the Homeowners Association.

20. EXTERIOR CONTROL: No owner of any lot may change, alter or add to the exterior of his respective unit without the prior approval of the Association.

21. OIL AND MINING OPERATIONS: No oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. TRANSFER OF CONTROL TO HOMEOWNERS' ASSOCIATION: OWNERS shall exercise all of the powers and duties of the Association until such time as fifty percent (50%) of the lots have been sold. At that time, the Association shall be formed and shall assume all power and duties provided herein.

23. DEFAULT. The holder of an institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale resulting from the foreclosure of an institutional first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lot or chargeable to the former lot owner which became due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all of the lot owners.

Any person who acquires an interest in a lot, except through foreclosure of an "institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor, for all unpaid liens or assessments up to the time of the transfer of ownership.

For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

(NOTE: Pursuant to the Amendment of Declaration of Restrictions of Real Estate, recorded in Official Records Book 2458, at Page 0784, et. seq., of the Public Records of Brevard County, Florida, the immediately preceding paragraph shall be replaced with the immediately following paragraph as to all properties within The Meadows South, Section Two, as recorded in Plat Book 29, Page 92, Public Records of Brevard County, Florida.)

For the purpose of this instrument an Institutional First Mortgage means any lending institution or real estate investment trust having a mortgage lien upon a Lot and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association. Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida; a mortgage banking company licensed in the State of Florida; and "Secondary Mortgage Market Institution" which includes Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing, their successors and/or assigns.

24. DEVELOPMENT PHASE EASEMENTS: Nothing herein shall prohibit or restrict the OWNER, its builders, successors or assigns, in any manner whatsoever, from constructing the proposed improvements to the subject property in such a manner as the OWNER may see fit. Until such time as all lots are sold and all improvements are installed, the OWNER reserves an easement over all lots and common areas in order to construct the proposed improvements.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date indicated below.

Signed, sealed and delivered
in the presence of:

ROUTE 50 CORPORATION

/s/

By: /s/ Charles E. Stoner (SEAL)
PRESIDENT

/s/

DATE SIGNED: 4/20/82

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles E. Stoner well known to me to be the President of the Corporation and he acknowledged before me that he executed the foregoing instrument in behalf of the corporation, as officer of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 20th day of April, 1982.

(NOTARY SEAL)

/s/

NOTARY PUBLIC STATE OF FLORIDA AT
LARGE
MY COMMISSION EXPIRES: Feb. 29th 1984