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REVIVED

GENERAL COVENANTS AND RESTRICTIONS

THE MOORINGS, UNIT 5 – THE ANCHOR

This Revived General Covenants and Restrictions has been approved for the purpose of reviving that certain General Covenants and Restrictions recorded in the Public Records of Indian River County, Florida, at Official Records Book 576, Page 2916, et. seq., and amended at Official Records Book 1060, Page 530, et. seq., and Official Records Book 1984, Page 2002, et. seq.

The undersigned, Moorings Development Company, a Florida corporation and owner of all of the lands lying within the plat of The Moorings, Unit 5 - The Anchor, per plat thereof recorded in the office of the Clerk of the Circuit Court for Indian River County, Florida, in Plat Book 9, Pages 98 through 98-D, does hereby make, declare and impose, as to all of the lots shown on said plat, the following covenants and restrictions which shall be covenants running with the land:

I

Definitions

"Developer", as the term is hereinafter used, shall mean the Moorings Development Company, a Florida corporation, and its successors and assigns:

"Association", as hereinafter referred to, shall mean a Florida corporation not for profit to be formed by Developer within three (3) years from the date of closing the first sale by Developer or when thirty percent (30%) of the lots are sold, whichever shall first occur. After recordation of articles of incorporation for

Association by Developer in the public records of Indian River County, Florida, every owner of a lot in The Moorings, Unit 5 – The Anchor, must become a member of the Association and become subject to such rules and regulations as the Association's Board of Directors may adopt; in no event shall Developer have the right to nominate or select a majority of the Board of Directors of Association when Association is formed and Developer has caused a copy of the articles of incorporation to be recorded in the public records of Indian River County, but rather, a majority of the Board of Directors shall be elected by the membership of Association from among owners of lots in The Moorings – Unit 5 – The Anchor, other than Developer; provided, however, that so long as Developer is the owner of any lot in the Moorings, Unit 5 – The Anchor, Developer shall be entitled to representation on the Board of Directors of Association. "Committee" or "The Architectural Committee" shall mean a committee consisting of three persons who shall be designated and appointed by Developer; should a vacancy occur in the committee, the Developer, its successors or assigns, shall have the sole right to appoint a replacement member of the committee; from and after formation of Association and recordation of articles of incorporation in the public records all function of committee provided herein shall vest in Association and committee shall cease to function. "Subdivision" shall mean all of the numbered lots shown on the plat of The Moorings, Unit 5 – The Anchor, per plat thereof recorded in Plat Book 9, Pages 98 through 98-D, public records of Indian River County, Florida.

II

Permitted and Prohibited Uses:

a. One lot, as shown on the plat of The Moorings, Unit 5 – The Anchor, shall be the minimum building area upon which a single family residence may be constructed. Garages shall be a minimum of two (2) cars, maximum three (3) cars, attached or detached from the residence but may not have entrances facing the street, unless approved in writing by the Anchor Architectural Committee. No

garage shall be enclosed or converted to another use. No carports shall be permitted. All garage doors shall be compatible with exterior design.

b. The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use. The ground floor area of the main dwelling shall not be less than 2,500 square feet for a one-story dwelling and 1,800 square feet for two stories with a total of not less than 2,500 square feet for both floors combined, exclusive of garage, covered walks and open porches. Living area is air conditioned space. The height of any building shall be not more than two (2) full stories above street level. The main roof of the dwelling shall have a pitch of not less than six (6) to twelve (12).

c. When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within the time set forth in the construction schedule approved by the Anchor Architectural Committee.

d. No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

e. No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents by barking or other acts.

f. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless it is completely screened from adjoining properties, street and waterfront.

g. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage, except for service companies using trucks in the normal course of their business, nor shall any

maintenance or repair be performed upon any motor vehicle upon any lot except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. No boats on or off trailers may be parked on any part of the property except in an enclosed garage. Boats may be maintained on davits affixed to the bulkhead at the waterfront line provided that approval first be obtained from the Architectural Committee for installation and maintenance of the same.

h. No boat houses shall be permitted. All boat docks and lifts must be approved by the Architectural Committee or by the Association before construction is begun.

i. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots. Each vacant lot must be mowed or underbrushed regularly, and at no time may growth thereon, exclusive of trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, then Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of construction liens.

j. All lots must have underground sprinkling for watering purposes.

k. All aerials, antennas and satellite dishes must be of the concealed type and must be specifically approved in writing by the Anchor Architectural Committee.

l. All plans for any and all building and any additions to existing structures, walls, fences, hedges used as walls, pools and pool enclosures, or any other improvements, and all exterior finish colors and materials, must be presented to and approved by the Architectural Committee or Association, in writing, prior to the start of any construction. All plans and specifications shall be evaluated as to harmony of external design, color and location in relation to other structures in the

subdivision. All plans of residences are to be drawn and stamped by a registered Florida Architect. All building contractors must be quality home builders, licensed to build in Indian River county. No successor in title to any Owner of a lot in the subdivision who acquires the property of such Owner when the same is improved with a single family dwelling and accessory structures at the time of acquisition of title need make inquiry as to compliance by any predecessor in title with this covenant and restriction, and this covenant and restriction shall have no application to a successor in title of any Owner who acquires title when the property conveyed to such Owner has been improved, at the time of acquisition of title by such successor in title, by a single family residence together with appurtenant structures, in which case any failure to comply with this covenant shall not affect the validity of any conveyance to such successor in title and no person shall have a cause of action for failure to comply with this covenant.

m. No land clearing, filling, grading, shrub or tree removal or pruning or any landscaping or other work shall be done until the Owner of a lot in the subdivision, his heirs, successors or assigns shall have submitted to the Architectural Committee or Association, detailed plans for the landscaping of any lot upon which such work is proposed to be done and shall have received from the Architectural Committee, or Association, written approval of any proposed landscaping work; when construction is proposed on any lot, landscaping plans must be submitted for written approval prior to commencement of construction and the Architectural Committee, or Association, may require a minimum expenditure for landscaping of five percent (5%) of estimated construction cost, as determined by the said Committee or Association. Landscaping according to the approved plan must be completed within thirty (30) days of substantial completion of a home.

n. Approved walls or fences may be no higher than four (4) feet except in the case of privacy walls for bathrooms, and these shall not exceed six (6) feet in height. Chain link fences are prohibited.

o. No sign of any kind shall be displayed to the public view on any lot in the subdivision except a sign displaying the owner's name, no greater in area than one (1) square foot.

p. Each home shall have a impervious hard surface drive with no less than twelve (12) feet in width, the comparison and design of which shall be submitted with house plans for approval. Asphalt or plain concrete driveways are not permitted. Brick, brick paver designs or concrete with brick borders compatible with the main structure are permitted.

q. All mailboxes or newspaper boxes within the subdivision are to be constructed in accordance with one of the two designs which have been adopted by the Association and must be approved by the Architectural Committee or by the Association prior to installation.

r. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

III

Covenants Relating to Sale or Lease:

a. From and after formation of Association and recording of a copy of the articles of incorporation of Association in the public records of Indian River County, Florida, the Owner of each lot in the subdivision, for himself, his heirs, successors and assigns, agrees that the premises will not be used or occupied by any person not a member of Association, except as may be specifically provided for by the Charter and By-laws of Association.

b. The Owner of each lot in the subdivision, on becoming such, covenants and agrees that, from and after recording of a copy of articles of incorporation of Association in the public records of Indian River County, Florida, the Association or its assignee shall have the right of first refusal to repurchase each lot, if, as and when the Owner thereof, or his heirs or assigns, shall elect to sell said property.

The Association shall have sixty (60) days within which to exercise its right to repurchase said property on the same terms and conditions as any bona fide offer which the Owner may have for the purchase of said property. Said sixty-day period shall commence upon written notice from the Owner to Association of Owner's intention to sell, and enclosure of a copy of the offer signed by the proposed purchaser. This covenant shall run with the land and be binding upon each Owner, his heirs and assigns, and inure to the benefit of Developer, its successors and assigns. The right of first refusal hereby given and granted to Association may be waived by Association or by Developer by endorsement of the approval of Association or Developer of any conveyance on any deed from the Owner of any lot of the words: "Conveyance approved and purchase right under General Covenants and Restrictions waived", followed by the signature of the President of the Association or of Developer. Such endorsement shall bind Association and Developer, their successors and assigns, and no grantee or mortgagee of any owner shall be obligated to make further determination of Association's waiver and approval but may rely upon the endorsement and waiver shown on the face of a deed by Developer or by Association. Further, no grantee or mortgagee or any Owner need make inquiry as to compliance with this covenant any predecessor in title of such Owner when the Owner has been in title of record for sixty (60) days or more. This provision shall have no force or effect until Developer has caused to be recorded a copy of the articles of incorporation of Association in the public records of Indian River County, Florida.

IV

Assessment for Maintenance of Roads, Streets and Other Public Services

a. Assessments

The Owner of each lot in the subdivision, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay annually his prorata share of the cost of security services, maintenance of cul de sacs, rights of-

way and other common areas and the cost of providing other reasonable and necessary public services within the Anchor and throughout the Moorings development, all as determined by the Board of Directors of Association. Each Owner's assessment in this regard shall be paid promptly when same becomes due. In the event of any Owner's failure to pay same promptly when due, it shall constitute a lien upon the above described premises and same may be enforced in equity as in the case of any lien foreclosure. Such annual assessment shall be set by Association, shall accrue to the benefit of and may be enforced jointly and severally by other property owners in the subdivision, or by Association.

b. Impact Fees

The Owner of each lot in the subdivision, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay the following road impact fees to the Association.

1. Two Per Cent (2%) of the cost of construction as stated in the Indian River County Building Permit for any new construction.

2. One and one-half Per Cent (1.5%) of the cost of construction which exceeds Fifty Thousand Dollars ($50,000.00) as stated in the Indian River county Building Permit for any interior or exterior renovation.

3. Five Thousand Dollars ($5,000.00) for the demolition of any existing residence.

4. One Thousand Dollars ($1,000.00) for construction of a pool for an existing residence.

Notwithstanding the above, road impact fees will not be due the Association if the construction or demolition directly results from damage caused by an act of nature, fire or water leaks.

V

Release and Waiver of Restrictions by Developer and by Association

Developer, for itself, for Association, and for its assigns, reserves and shall have the right, which each Owner of a lot in the subdivision acknowledges and assents to by acceptance of a deed from Developer, at any time prior to formation of Association and recordation of its articles of incorporation in the public records, to waive, release, alter or amend any of the above and foregoing covenants and restrictions in any respect whatever as to the property owned by any Owner or any other property heretofore or hereafter conveyed by Developer to others; and Developer shall have the further right to assign, by instrument in writing expressly referring to these covenants and restrictions, to Association, Developer's absolute and unqualified right and privilege so to waive, release, alter or amend the foregoing covenants and restrictions or any of them, such assignment shall have been deemed to be made, if not sooner made, upon formation of Association and recordation of its articles of incorporation in the public records, from and after which time, all rights of Developer under this provision shall cease and become vested in Association.

The legal descriptions and the current names and addresses of the Lot owners that will be subject to this document are listed on Attachment "A" attached hereto.

This Revived General Covenants and Restrictions has been approved by more than a majority of the Lot owners and the Department of Economic Opportunity as required by Florida Statutes §720.406(2018). The letter of approval by the Department of Economic Opportunity is attached hereto as Attachment "B".

The Articles of Incorporation of the Association are attached hereto as Attachment "C" and the Bylaws of the Association are attached hereto as

Attachment "D". The undersigned, The Anchor Property Owners' Association, Inc., hereby consents to the terms and conditions contained in the foregoing Revived General Covenants and Restrictions and assumes the duties and obligation imposed upon the undersigned hereunder.

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 26 day of March, 2019.

WITNESSES AS TO PRESIDENT:

Printed Name: LYNN M PAPPADOUPLOS

Printed Name: Allison McGraw

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

By: Melissa T. Rothenberger
Melissa T. Rothenberger, President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on 03-26-2019 2019, by Melissa T. Rothenberger, as President of The Anchor Property Owners' Association, Inc. [✓] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

LYNN M. PAPPADOUPLOS
MY COMMISSION # FF 977721
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

Notary Public
LYNN M PAPPADOUPLOS

WITNESSES AS TO SECRETARY:

Printed Name: LYNN M PAPPADOUPLOS

Printed Name: Allison McGraw

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

By: Helen Camp
Helen Camp, Secretary

THE ANCHOR PROPERTY OWNERS ASSOCIATION, INC.
CORPORATE SEAL
1980

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on Mar 26, 2019, by Helen Camp, as Secretary of The Anchor Property Owners' Association, Inc. [✓] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

Lynn M Pappadouplos
Notary Public

LYNN M PAPPADOUPLOS

LYNN M. PAPPADOUPLOS
MY COMMISSION # FF 977721
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

ATTACHMENT "A"

LEGAL DESCRIPTIONS
AND
CURRENT NAMES & ADDRESSES OF LOT OWNERS

LOT NUMBER	OWNER(S)	LEGAL DESCRIPTION
1	Jeffery & Helen Camp (H) 101 Springline Drive	Lot 1, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
2	Jeffery & Helen Camp 102 Springline Drive	Lot 2, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
3	Alain R. Singer, Jr (TR)(H) 103 Springline Drive	Lot 3, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
4	John & Aliene Maxon(H) 104 Springline Drive	Lot 4, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
5	William & Lydia Brancaccio (H) 105 Springline Drive	Lot 5, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
6	Mark & Margaret Birchall (H) 106 Springline Drive	Lot 6, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
7	Standish & Audrey Crippen (H) 107 Springline Drive	Lot 7, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
8	Gerald & Rebecca Pfund (H) 108 Springline Drive	Lot 8, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
9	Mary C. Weisbaum (H) 109 Springline Drive	Lot 9, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
10	Robert A McCarron (H) 110 Springline Drive	Lot 10, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
11	Matt & Liz Gaston (H) 111 Springline Drive	Lot 11, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
12	David P. Sommers & Heidi Hild (H) 112 Springline Drive	Lot 12, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
13	Mr. & Mrs. Henry Mortimer, Jr. (H) 113 Springline Drive	Lot 13, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
14	Paula Delaplane (H) 114 Springline Drive	Lot 14, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
15	Corinne Breer TTEE (H)	Lot 15, The Moorings, Unit 5 – The Anchor, according to

	115 Springline Drive	the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
16	Mr. & Mrs. John J. Campbell (H) 116 Springline Drive	Lot 16, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
17	Frank & Mary Lou Christy (H) 117 Springline Drive	Lot 17, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
18	Terrance & Karen Lynam (H) 118 Springline Drive	Lot 18, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
19	John & Patricia Zimbrick (H) 119 Springline Drive	Lot 19, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
20	Paul C. & Sarah Peckham Sack (H) 120 Springline Drive	Lot 20, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
21	Mrs. Herman F. Becker (H) 121 Springline Drive	Lot 21, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
22	Bruce Wardell & Patricia Wardell (H) 122 Springline Drive	Lot 22, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
23	123 Springline Drive, LLC (H) 123 Springline Drive	Lot 23, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
24	Arthur & Jean Budden (H) 124 Springline Drive	Lot 24, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
25	Ralph & Catherine Rosato (H) 125 Springline Drive	Lot 25, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
26	Mr. & Mrs. James S. Kappel (H) 126 Springline Drive	Lot 26, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
27	Valerie & Alan Grassano (H) 127 Springline Drive	Lot 27, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
28	Christopher & Pamela Delaney (H) 128 Springline Drive	Lot 28, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
29	Thomas W. Snyder, Sr. (H) 129 Springline Drive	Lot 29, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
30	Christopher & Ann Dolin (H) 130 Springline Drive	Lot 30, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98

		through 98-D of the Public Records of Indian River County, Florida
31	Adrian & Margaret Selby (H) 131 Anchor Drive	Lot 31, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
32	Gregory Charles McLean (H) 132 Anchor Drive	Lot 32, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
33	Richard Steinfeld (H) 133 Anchor Drive	Lot 33, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
34	Mr. R. William Becker (H) 134 Anchor Drive	Lot 34, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
35	Joseph J. Pereira, TR (H) 135 Anchor Drive	Lot 35, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
36	Robert Hill (H) 136 Anchor Drive	Lot 36, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
37	Jorge J. Quinoy (H) 137 Anchor Drive	Lot 37, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
38	Robert & Jane Janicki (H) 138 Anchor Drive	Lot 38, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
39	Jean Hyde & Edd Hyde (H) 139 Anchor Drive	Lot 39, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
40	James Kendall (H) 140 Anchor Drive	Lot 40, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
41	Mr. R. William Becker (H) 141 Anchor Drive	Lot 41, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
42	Mr. R. William Becker (H) 142 Anchor Drive	Lot 42, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
43	Mr. James E. Durbin (H) 143 Anchor Drive	Lot 43, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
44	Mr. & Mrs. Peter Illing (H) 144 Anchor Drive	Lot 44, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
45	Michael & Ellen Fifer (H) 145 Anchor Drive	Lot 45, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River

		County, Florida
46	Mr. & Mrs. Robert Wood (H) 146 Anchor Drive	Lot 46, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
47	Mrs. Al Hazlewood (H) 147 Anchor Drive	Lot 47, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
48	148 Anchor Drive	Lot 48, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
49	Douglas & Virginia Ederle (H) 149 Anchor Drive	Lot 49, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
50	William & Lois Kelley (H) 150 Anchor Drive	Lot 50, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
51	Christopher & Kathleen LaCroix (H) 151 Anchor Drive	Lot 51, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
52	Donald & Sharon Granter (H) 152 Anchor Drive	Lot 52, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
53	Mary Anne Neumeister (H) 153 Anchor Drive	Lot 53, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
54	Mrs. Francine Reed (H) 154 Anchor Drive	Lot 54, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
55	David & Lorri Garnett (H) 155 Anchor Drive	Lot 55, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
56	Nancy Briggs (H) 156 Anchor Drive	Lot 56, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
57	Mr. & Mrs. Paul L. Gunderson 157 Anchor Drive	Lot 57, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
58	Edward D. DuPont (H) c/o Elissa S. DuPont 158 Anchor Drive	Lot 58, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
59	Lynn Green 2006 IRR. Trust (H) 159 Anchor Drive	Lot 59, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
60	Floyd & Lisa Jiiison (H) 160 Anchor Drive	Lot 60, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River

		County, Florida
61	David P. Smith (H) 161 Anchor Drive	Lot 61, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
62	Anthony Caldarone (H) 162 Anchor Drive	Lot 62, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
63	Mr. & Mrs. Anthony Caldarone (H) 163 Anchor Drive	Lot 63, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
64	Guerdon & Jennifer Sauter (H) 164 Anchor Drive	Lot 64, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
65	Michael & Ellen Fifer (H) 165 Anchor Drive	Lot 65, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
66	Paul Lang (H) 166 Anchor Drive	Lot 66, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
67	Michael & Elizabeth Garavaglia (H) 167 Anchor Drive	Lot 67, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
68	Mr. & Mrs. Harvey J. Struthers, Jr. (H) 168 Anchor Drive	Lot 68, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
69	Mr. & Mrs. Wayne M. Sandlin, Jr. (H) 169 Anchor Drive	Lot 69, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
70	Mr. & Mrs. Raymond Benson (H) 170 Anchor Drive	Lot 70, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
71	Mr. & Mrs. Harry P. Allex (H) 171 Springline Drive	Lot 71, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
72	David A. DeWahl (H) 172 Springline Drive	Lot 72, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
73	Kirby J. & Ellen Kay Campbell (H) 173 Springline Drive	Lot 73, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
74	Mr. & Mrs. Walter Kasten II (H) 174 Springline Drive	Lot 74, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
75	John & Denise Stilley (H) 175 Springline Drive	Lot 75, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida

76	Mr. Donald D. Tubbs (H) 176 Springline Drive	Lot 76, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
77	Mr. & Mrs. Romas Sakalas (H) 177 Springline Drive	Lot 77, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
78	Mr. & Mrs. Richard Oehme (H) 178 Springline Drive	Lot 78, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
79	Joshua & Megan Knurr (H) 179 Springline Drive	Lot 79, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
80	George & Barbara Bryant (H) 180 Springline Drive	Lot 80, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
81	Mr. & Mrs. Stephen E. Grinde (H) 181 Springline Drive	Lot 81, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
82	William & Cynthia Barham (H) 182 Springline Drive	Lot 82, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
83	Mary Beth Leamer (TR)(H) 183 Springline Drive	Lot 83, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
84	John & Lisa Sarbak (H) 184 Springline Drive	Lot 84, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
85	Yoshihiro & Livya Barreirinhas (H) 185 Springline Drive	Lot 85, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
86	Mr. & Mrs. Ronald J. Rossi (H) 186 Springline Drive	Lot 86, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
87	Roland & Sharon Kurusis (H) 187 Springline Drive	Lot 87, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
88	John & Elizabeth Parker (H) 188 Springline Drive	Lot 88, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
89	Elizabeth Stewart (H) 189 Spinnaker Drive	Lot 89, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
90	William & Kathryn Chambers (H) 190 Spinnaker Drive	Lot 90, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
91	Mrs. Jennie G. Gulden (H)	Lot 91, The Moorings, Unit 5 – The Anchor, according to

	191 Spinnaker Drive	the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
92	Mr. & Mrs. Gregory Van Schaack (H) 192 Spinnaker Drive	Lot 92, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
93	William & Jane Watts (H) 193 Spinnaker Drive	Lot 93, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
94	Jeffrey & Rosanne Susi (H) 194 Spinnaker Drive	Lot 94, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
95	Lawrence & Mary Schumacher (H) 195 Spinnaker Drive	Lot 95, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
96	Daryle Butler Knight (H) 196 Spinnaker Drive	Lot 96, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
97	Robert & Grace Couture (H) 197 Spinnaker Drive	Lot 97, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
98	William & Elena Andrews (H) 198 Spinnaker Drive	Lot 98, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
99	Donald & Charlene Berryman (H) 199 Spinnaker Drive	Lot 99, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
100	Jane Frost (H) c/ Robin Bessin 200 Spinnaker Drive	Lot 100, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
101	Mr. & Mrs. Norbert Gits (H) 201 Spinnaker Drive	Lot 101, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
102	Mr. William Barrows (H) c/o T. Adams, Johnson Trust Co. 202 Spinnaker Drive	Lot 102, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
103	Giles & Amy Miller (H) 203 Spinnaker Drive	Lot 103, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
104	James S. & Melissa W. Lulhn (H) 204 Spinnaker Drive	Lot 104, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
105	Robert & Margaret Salmon (H) 205 Spinnaker Drive	Lot 105, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
106	Mrs. Judith Powell (H) 206 Spinnaker Drive	Lot 106, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98

		through 98-D of the Public Records of Indian River County, Florida
107	Richard A. Davis (H) 207 Spinnaker Drive	Lot 107, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
108	Scott & Sara Thomas (H) 208 Spinnaker Drive	Lot 108, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
109	Mr. Jonathan R. Giddings (H) 209 Spinnaker Drive	Lot 109, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
110	Christopher & Kathleen Baggett (H) 210 Spinnaker Drive	Lot 110, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
111	Mr. Hans U. Wolf (H) 211 Spinnaker Drive	Lot 111, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
112	Michael J. & Theresa Bounassi (H) 212 Spinnaker Drive	Lot 112, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
113	James & Jane Schwlering (H) 213 Spinnaker Drive	Lot 113, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
114	Dr. & Mrs. Michael Zimmer (H) 214 Rudder Road	Lot 114, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
115	Anthony & Megan D'Ella (H) 215 Rudder Road	Lot 115, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
116	Julie & Rolling D. Weary III (H) 216 Rudder Road	Lot 116, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
117	Ms. Maureen A. Hendricks (H) 217 Rudder Road	Lot 117, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
118	Mr. & Mrs. Donald Proctor (H) 218 Rudder Road	Lot 118, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
119	Mr. & Mrs. John A. O'Steen (H) 219 Rudder Road	Lot 119, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
120	Mr. & Mrs. John A. O'Steen (H) 220 Rudder Road	Lot 120, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
121	Brashear Family Trust (H) c/o Phillips Martin Realty 221 Rudder Road	Lot 121, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River

		County, Florida
122	James & Ann-Marie Suglia (H) 222 Rudder Road	Lot 122, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
123	Mr. & Mrs. Thomas Andrew Butz, Sr. (H) 223 Spinnaker Drive	Lot 123, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
124	Stephen & Carol Siana (H) 224 Spinnaker Drive	Lot 124, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
125	Thomas Terp (H) 225 Binnacle Point	Lot 125, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
126	Dr. & Mrs. William R. Beaty (H) 226 Binnacle Point	Lot 126, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
127	Michael & Jennifer Vincent (H) 227 Binnacle Point	Lot 127, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
128	Mr. & Mrs. John Maley (H) 228 Binnacle Point	Lot 128, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
129	Mr. & Mrs. John Maley (H) 229 Binnacle Point	Lot 129, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
130	Fred & Audrey Weber (H) 230 Binnacle Point	Lot 130, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
131	Melissa Rothenberger TTEE (H) 231 Binnacle Point	Lot 131, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
132	Timothy & Lisa Smith (H) 232 Binnacle Point	Lot 132, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
133	Mr. & Mrs. Robert A. Malin (H) 233 Binnacle Point	Lot 133, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
134	Pamela Harmon (H) 234 Binnacle Point	Lot 134, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
135	Kurt & Elaine Swenson (H) 235 Binnacle Point	Lot 135, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
136	Mary Campbell (H) 236 Binnacle Point	Lot 136, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida

137	Lee & Kelly Legler (H) 237 Springline Drive	Lot 137, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
138	Daniel & Joan Hunt (H) 238 Springline Drive	Lot 138, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
139	Elizabeth Button (H) 239 Springline Drive	Lot 139, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
140	Richard & Pauline Sameth (H) 240 Springline Drive	Lot 140, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
141	David Page, Trustee (H) 241 Springline Drive	Lot 141, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
142	James Scott Beckwith IV (H) 242 Springline Drive	Lot 142, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
143	Mr. Larry D. Walker, Trustee (H) 243 Springline Drive	Lot 143, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
144	Mr. & Mrs. George B. Marshall (H) 244 Springline Drive	Lot 144, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
145	Gary Gosnell (H) 245 Springline Drive	Lot 145, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
146	Daniel & Kathleen White (H) 246 Springline Drive	Lot 146, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
147	Steve & Bonnie Smith (H) 247 Springline Drive	Lot 147, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
148	Jack Bingleman (H) 248 Springline Drive	Lot 148, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida
149	James Singleton (H) 249 Springline Drive	Lot 149, The Moorings, Unit 5 – The Anchor, according to the plat thereof, recorded in Plat Book 9, Pages 98 through 98-D of the Public Records of Indian River County, Florida

ATTACHMENT "B"

LETTER OF APPROVAL BY DEPARTMENT OF ECONOMIC OPPORTUNITY

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

February 25, 2019

Elizabeth P. Bonan, Esq.
Ross Earle Bonan & Ensor, P.A.
Post Office Box 2401
Stuart, Florida 34995

Re: The Mooring, Unit 5 – The Anchor Property Owners' Association, Inc.; Approval; Determination Number: 19037

Dear Ms. Bonan:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Mooring, Unit 5 – The Anchor Property Owners' Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

ATTACHMENT "C"

ARTICLES OF INCORPORATION

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, the following amendments to and restatement of the Articles of Incorporation of THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC., having been proposed by the Board of Directors and approved by a majority vote of the Board of Directors at a special meeting held on the 18th day of April, 1995; and

WHEREAS, all amendments included herein have been adopted pursuant to Section 617.1007, Florida Statutes, and there is no discrepancy between the Articles of Incorporation as heretofore amended and these restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.1007, Florida Statutes, and the omission of matters of historical interest; and

WHEREAS, the following provisions have been amended or deleted: Preamble, Articles II, VI, VII, VIII, IX, X, XI, XII.

NOW, THEREFORE, the Articles of Incorporation are hereby amended and restated in their entirety as follows:

ARTICLE I

The name of the Corporation is: THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

The Corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered and shall have all of the

OR 3195 PG 2810

powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To establish, maintain and operate an association not for profit; to relieve and to assist the political subdivision of Indian River County, Florida, by supplying to the areas embraced within the plat of THE MOORINGS, UNIT 5 - THE ANCHOR, according to plat thereof recorded in Plat Book 9, page 98 through 98D, public records of Indian River County, Florida, and other areas within the Moorings development used by the members of the Association, municipal and maintenance services and to assist in the promotion of public safety and health by providing improvement and maintenance for the streets and right-of-way areas; and for doing any other thing necessary or desirable, in the interests of safety, health and protection, comfort and convenience of the residents and citizens and to engage in any other activities as may be to the benefit of those using the common areas embraced within such plat or plats and other areas within the Moorings development and the owners of property within the area embraced by such plat or plats.

(b) To make and establish reasonable rules and regulations governing the use or maintenance of property within the plat or plats of THE MOORINGS, UNIT 5 - THE ANCHOR, Indian River County, Florida.

(c) To levy and collect, from time to time, assessments against members of the Corporation to defray expenses of maintenance and repair of areas lying within the said plat or plats, and other areas within the Moorings development used by Association members, and other expenses incurred in implementing the Corporation's purposes in such manner as may be provided by the By-Laws of the Corporation, including, but not limited to provisions of security

OR 3195 PG 2811

services, taxes, reserves and expenditures for capital improvements and improvement and repair of common areas (such as water areas, easements, medians, guardhouse and entrance, recreation areas and streets). Assessments shall be payable in annual installments or in such other installments and at such times as may be determined by the Board of Directors of the Corporation. The Association shall have a lien upon any property of a member of the Association, lying within the plat or plats of THE MOORINGS, UNIT 5 - THE ANCHOR, for the payment of such assessments. The lien herein provided shall secure the monies due for all assessments levied against a member of the Association or any property owned by such member as provided in the By-Laws, together with interest upon delinquent assessments and for all costs and expenses including a reasonable attorney's fee, which may be incurred by the Association in enforcing its liens. This lien shall be enforced by recording in the public record of Indian River County, Florida, a claim of lien and by foreclosure in the manner as real estate mortgages may be foreclosed in the State of Florida.

(d) To enforce the provisions of any covenants or restrictions which are or may be made applicable to the lands embraced within the plat or plats of THE MOORINGS, UNIT 5 - THE ANCHOR, and which may be adopted from time to time as provided in the By-Laws of the Corporation.

ARTICLE III

To present a unified effort to the members in protecting the value of the property of the members in THE MOORINGS, UNIT 5 - THE ANCHOR, and to engage in such other activities as may be to the mutual benefit of the owners of property in THE MOORINGS, UNIT 5 - THE ANCHOR.

OR 1061 PG 2812

ARTICLE IV

Acquisition of the fee title to real property lying within the confines of THE MOORINGS, UNIT 5 - THE ANCHOR, a subdivision, shall, subject to filing application, qualify the owner for membership as prescribed in the By-Laws of the Association. Resident relatives by blood or marriage of such owners may also qualify for membership as may be prescribed in the By-Laws. Such membership in the Association is not transferable and shall be automatically terminated upon a member's being divested of fee simple ownership of any of the above-described real property.

ARTICLE V

This Corporation shall have perpetual existence, unless dissolved according to law, provided, however, that upon dissolution of this corporation, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to some organization or organizations qualified as tax-exempt, under the laws of the United States of America (being also described as exempt under Section 501(c) of the Internal Revenue Code), the selection of the organization to be in the absolute discretion of a majority of the Directors of this Corporation. Should no such organization be so designated, then the assets shall be distributed to the State of Florida, or should the State be unable to administer the assets properly, the assets shall be distributed to the Federal Government. The organization which shall receive the assets shall use them for the purposes set forth in this Charter, or if this becomes or is impossible, use them for general charitable purposes or other public purposes and none of the assets shall be distributed to any member, Officer or Director of this Corporation.

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ARTICLE VI

The affairs of the Corporation will be managed by a Board of Directors which shall consist of no fewer than three (3) nor more than seven (7). Directors shall be elected annually. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Corporation. The Board of Directors shall elect or appoint a President, Vice-President, Secretary, Assistant Secretary and Treasurer, and such other Officers as may be required by the By-Laws or determined necessary or desirable by the Board of Directors.

ARTICLE VII

The street address of the principal office of this Corporation is 100 Springline Drive, Vero Beach, Florida 32963. The Board of Directors may from time to time move the principal office of the Corporation to any other address in Florida.

ARTICLE VIII

Amendments to the By-Laws of the Corporation may be proposed by any member of the Board of Directors and adopted by a majority vote of the Board of Directors, and approved by a majority vote of active members present in person or by proxy, at any meeting of the membership. In addition, the membership may, through a petition of at least twenty (20) members, have the power to propose amendments, alterations, or rescissions to these By-Laws and cause the Board of Directors, with or without its concurrence, to submit such amendments to the membership and to be effective when approved by a majority vote of active members present in person or by proxy, at any meeting of the membership provided notice of such

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meeting and the proposed amendments shall have been mailed to each member of the Corporation at least fifteen (15) days prior to the meeting.

ARTICLE IX

Amendments to the Articles of Incorporation of the Corporation may be proposed by any member of the Board of Directors and adopted by a majority vote of the Board of Directors, and approved by a majority vote of active members present in person or by proxy, at any meeting of the membership. In addition, the membership may, through a petition of at least twenty (20) members, have the power to propose amendments, alterations, or rescissions to these Articles of Incorporation and cause the Board of Directors, with or without its concurrence, to submit such amendments to the membership and to be effective when approved by a majority vote of active members present in person or by proxy, at any meeting of the membership provided notice of such meeting and the proposed amendments shall have been mailed to each member of the Corporation at least fifteen (15) days prior to the meeting.

ARTICLE X

The Corporation shall indemnify any and all of its Directors or Officers or former Directors or Officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been Directors or Officers, or a Director or Officer of the Corporation, or of such other corporations, except in relation to matters as to which any such Directors or

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Officers or former Directors or Officers or persons shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

In case of a criminal action, suit or proceedings, a conviction or judgment (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial), shall not be deemed as adjudication that such Director or Officer or person is liable for negligence or misconduct in the performance of his duties, if such Director or Officer or person was acting in good faith, in what he considered to be the best interests of the Corporation and with no reasonable cause to believe that the action was illegal.

In case any such action, suit or proceeding shall result in a settlement, and if in the judgment of a disinterested majority of the Board of Directors or of any disinterested committee or group of persons to whom the question may be referred by the Board of Directors, any such person was not negligent or guilty of bad faith in relation to the matters complained of herein, the Corporation shall reimburse him or indemnify him for or against all costs and expenses reasonably incurred by him in connection wherewith, other than for any sums paid to the Corporation.

Such determination shall not be deemed exclusive of any rights to which these indemnified may be entitled under any By-Law agreements, vote of stockholders, or otherwise.

ARTICLE XI

This Corporation shall be authorized to exercise the powers permitted non-profit corporations under Chapter 617 of the Florida Statutes, provided, however, that this Corporation, in exercising any one or more of such powers shall do so in furtherance of the exempt purpose for which it has been organized as described in Section 501(c)(3) of the Internal

OR 1061 PG 2815

Revenue Code.

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

BY: _____
Scott H. Buzby, President

(corporate seal)

ATTEST:

BY: _____
Jean Andon, Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared **SCOTT H. BUZBY** well known to me to be the President of **THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.**, and he executed the foregoing Amendment to and Restatement of the Articles of Incorporation in the name of and on behalf of the Corporation that as such corporate Officers are duly authorized by the Corporation to do so and that the foregoing Amendment to and Restatement of the Articles of Incorporation is the act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid this 12th day of May, 1995.

_____
Notary Public, State of Florida at Large.

OFFICIAL NOTARY SEAL
ANGELA S KOUNS
COMMISSION NUMBER
CC233959
MY COMMISSION EXP.
DEC. 7,1996

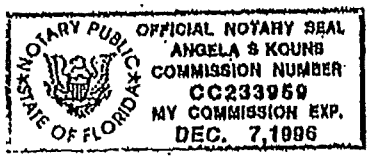
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared **JEAN ANDON**, well known to me to be the Secretary of **THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.**, and she executed the foregoing Amendment to and Restatement of the Articles of Incorporation in the name of and on behalf of the Corporation that as such corporate Officers are duly authorized by the Corporation to do so and that the foregoing Amendment to and Restatement of the Articles of Incorporation is the act and deed of the Corporation.

95 PG 2817

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid this 12TH day of MAY, 1995.

Angela S Kouns
Notary Public. State of Florida at Large.



OR 106 PG 2818

ATTACHMENT "D"

BYLAWS

SECOND AMENDED AND RESTATED BYLAWS OF

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

Identity

The following Bylaws shall govern the operation of THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit, hereinafter, the "Association".

The Association is an incorporated non-profit association, organized and existing pursuant to Chapter 617 Florida Statutes and the General Covenants and Restrictions agreed to by all who acquire property located in Unit Five, The Anchor, The Moorings, Vero Beach, Florida, hereinafter "The Anchor", per plat thereof described as follows:

> The Moorings, Unit Five, "The Anchor", according to the plat thereof recorded at Plat Book 9, pages 98 through 98D, inclusive, of the public records of Indian River County, Florida.

Section 1. The office of the Association shall be at 100 Springline Drive, Vero Beach, Florida 32963, or at such other place in the State of Florida as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Corporation will bear the name of the Corporation, and the word "Florida", the words "Corporation Not for Profit", and the year of the incorporation, an impression of which is as follows:

Section 3. The purpose of the Corporation shall be to maintain and preserve the beauty and desirability of the properties, promote its members' health, safety and welfare, and to pursue such other purposes as are enumerated in the Articles of Incorporation of the Association.

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to owners of lots within The Anchor. For all purposes except voting, resident relatives by blood or marriage of a lot owner will also qualify as members of the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate membership in the

Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said property shall be members eligible to hold office and attend meetings, but, as hereinafter indicated, the vote of a lot owner shall be cast by the "voting member". If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Section 2. Voting.

.1 The owner(s) of each lot shall be entitled to one vote for each lot. The vote of a given lot shall not be divisible and shall be cast by the "voting member".

.2 Provided a quorum is present in person or by proxy, a majority of the total votes cast shall decide any questions, unless otherwise provided in the Bylaws or Articles of Incorporation, in which event the number of votes so required shall control.

Section 3. Quorum. Unless otherwise provided in these Bylaws, the presence, in person or by proxy, of a majority of the lot owners' total votes shall constitute a quorum.

Section 4. Proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the homeowners. All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below) and shall be filed with the Secretary of the Association before, or at the meeting in which they are to be used. Proxies shall be valid only for the particular meeting, or adjournments thereof, as therein designated. A proxy is not valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Where a lot is owned jointly by a husband and wife and they have not designated one of them as a voting member, a proxy which designates a third person must be signed by both husband and wife.

Section 5. Designation of Voting Members.

.1 Lot owned by one person: the right to vote shall be established by presentation to the Secretary of the Association of a certified copy of the Deed of Conveyance to the lot. The sole owner shall be the "voting member".

.2 Lot owned by more than one person: a certified copy of the Deed of Conveyance of the lot together with a Certificate, signed by all of the

record owners of the lot, designating the member entitled to vote shall be filed with the Secretary of the Association. If the lot is owned by husband and wife, the provisions of subsection .4 hereof will govern.

.3 Lot owned by a corporation or trust: the officer or employee or beneficiary thereof entitled to cast the vote for the lot of the corporation or trust shall be designated in a Certificate for this purpose, signed by the appropriate corporate officer or trustee, attested to by the Secretary or assistant Secretary of the corporation or trust, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast a the vote for a lot shall also be known as a "voting member". If such a Certificate is not on file with the Secretary of the Association for a lot owned by more than one person or by a corporation, the vote of the lot concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the lot. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the lot concerned.

.4 Lot owned jointly by a husband and wife: the following three provisions apply:

a. They may, but they shall not be required to, designate a voting member.

b. If they do not designate a voting member, and if both are present at a meeting, they may jointly cast one vote. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

c. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the lot individually, and without establishing the concurrence of the absent person.

ARTICLE III

Meeting of the Membership

Section 1. Time. The Annual members' meeting shall be held each year at a time and place designated by resolution of the Boards of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

Section 2. Place. All meetings of the Association membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to dispatch a notice of each annual or special meeting, stating the time and place thereof, to each voting member, not less than ten (10) days nor more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be dispatched by first class mail to the address of the lot owner as it appears on the books of the Association.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by a majority of the Board of Directors, or must be called by the President or Secretary at the request, in writing signed by at least twenty (20) voting members of the entire membership, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to that stated in the notice thereof.

Section 5. Order of Business at Annual Members' Meeting. The order of business at the Annual Members' Meeting and as practical at other members' meetings will be:

.1 Call to Order by the President.
.2 Election of Chairman of the meeting in the event the President and Vice President are absent.
.3 Calling of the roll and certifying of proxies.
.4 Proof of Notice of Meeting.
.5 Reading and disposal of any unapproved minutes.
.6 Reports of Officers.
.7 Report of Committees.
.8 Election of Directors.
.9 Election of Nominating Committee.
.10 Unfinished Business.
.11 New Business.
.12 Approve annual budget.
.13 Adjournment.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV

Directors

Section 1. Number, term, and qualifications. The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) members, who shall be members of the Association. Each Director shall serve for a three (3) year term, unless the Board determines it necessary for a Director to serve for a term less than three years to maintain staggered terms so no fewer than two and no more than three Directors are elected in any one year.

.1 After election, the term of each Director shall be for the number of years for which he has been elected and until his successor is duly elected and qualified, or until he is removed in the manner provided for in Section 2 below.

.2 Each time a Director has been elected to the Board, at least one (1) year must lapse from the end of the term to which he was so elected to the commencement, by election, of any other term on the Board.

.3 If a Director is appointed to fill an unexpired term, that Director may be elected without a one-year lapse.

Section 2. Removal of Directors. At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the total membership.

Section 3. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the person receiving the next highest number of votes at the time of the previous election will fill said opening by special appointment of the Board, serving only until the next annual meeting, at which time a Director will be elected to serve the balance of the unexpired term. If the vacancy cannot be filled in accord with the previous sentence, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office until the next annual meeting.

Section 4. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified herein, such resignation shall take effect upon acceptance by the Board of Directors.

Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his or her lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, but not later than the date of transfer of title, unless that Director continues to own another lot in The Anchor. No members shall continue to serve on the Board should the payment of an assessment due from said member be more than sixty (60) days delinquent. Said delinquency shall automatically constitute a resignation effective when said delinquency is certified to the Board of Directors as per Article VII, Section 7.1.

Section 5. Directors' Meetings. An organizational meeting of each new Board of Directors will be held within ten (10) days following each annual election. Meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving not less than five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of meeting shall state the purpose of the meeting. Meetings of the Board of Directors shall be open to all lot owners and notices of meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 6. Directors' Waiver of Notice. Before, or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 7. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things permitted by law, by the Articles of Incorporation or by these

Bylaws. These powers shall specifically include, but shall not be limited to, the following:

.1 To exercise all powers specifically set forth in the Articles of Incorporation, in these Bylaws, and all powers incidental thereto.

.2 To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

.3 Upon receipt from the Treasurer of Certification of default by a member to suspend the voting rights and right to use of the recreational facilities of such member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

.4 To issue, or to cause an appropriate officer to issue, upon demand by any interested person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a Certificate states an assessment has been paid, such Certificate shall be conclusive evidence of such payment.

.5 To employ, dismiss and control the personnel necessary for the maintenance and preservation of Unit 5, The Anchor including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

.6 To make and amend rules and regulations not inconsistent with the General Covenants and Restrictions respecting the operation and use of the lots and facilities, and the use and maintenance of any property acquired by the Association.

.7 To initiate the adoption, amendment, alteration or rescission of any part of these Bylaws as provided in Article VIII of the Articles of Incorporation, as amended.

.8 To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

.9 To designate a Nominating Committee as set forth in Article V hereof.

.10 To designate an Architectural Committee as set forth in Article IX hereof.

.11 To procure and maintain adequate liability and hazard insurance on property owned by the Association.

.12 To designate one or more other committees, as may be required to facilitate the operation of the Association. All committee members serve at the pleasure of the Board of Directors.

Section 9. Nominations for Director. Included with the fourth quarter statement mailing to members will be a request for names of individuals who would be willing to serve on the forthcoming Board of Directors. Names of candidates willing to serve must be received by the Secretary of the Board of Directors no later than November 1st. All candidates must submit a brief resume. The Nominating Committee will prepare and distribute a slate, containing up to but not more than twice the number of openings, to all members no later than thirty (30) days prior to the annual meeting. The Nominating Committee shall be responsible for obtaining candidates should volunteers not be available.

The slate of candidates will be listed in alphabetical order and will include a brief resume for each person listed. Ballots will be distributed with the announcement of the annual meeting of the members. Signed ballots are to be returned to the Secretary of the Board of Directors ten (10) days prior to, or handed in at, the annual meeting. Validation and counting of signed ballots at the annual meeting will be the Nominating Committee's responsibility. The Chairman will announce the newly elected members of the Board at the annual meeting. Proxies will not be used in this election.

ARTICLE V

Nominating Committee

The Nominating Committee will be comprised of five (5) members of the Association with each member to serve for one (1) year. The President will appoint a member of the Board of Directors, with the concurrence by the remainder of the Board, as one member of the Nominating Committee; however, this member will not be eligible to serve as Chairman of the Committee. The remaining four (4) members of the Committee will be elected by the general membership at the annual meeting.

Included with the fourth quarter statement mailing to members will be a request for names of individuals who would be willing to serve on the forthcoming Nominating Committee. Names of candidates must be received by the Secretary of the Board of Directors no later than November 1st and will be compiled by the outgoing Nominating Committee. A slate of candidates will be prepared by the outgoing committee, not to

exceed eight (8), and ballots listing said names will be mailed together with the notice of annual meeting. The outgoing Nominating Committee shall be responsible for obtaining candidates should volunteers not become available.

Election of the Nominating Committee will be done by ballots counted at the annual meeting of the members. Only ballots returned to the Secretary of the Board of Directors ten (10) days prior to the annual meeting will be used, with the four (4) candidates receiving the largest number of ballot votes to be declared the winner. Proxies will not be used during this voting process.

ARTICLE VI

Officers

Section 1. Elective Officers. The principal Officers of the Association shall be a President, Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other Officers as may from time to time be deemed appropriate by the Board of Directors. All such Officers shall be elected by the Board of Directors. One person may hold more than one of the aforementioned offices; except, however, that the President shall not also hold the office of Secretary. Only members of the Board of Directors may be elected to the offices of the President and Vice President.

Section 2. Appointive Officers. The Board may appoint an Assistant Treasurer and such other Officers as the Board deems necessary or desirable.

Section 3. Term and Compensation. The Officers of the association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If any office becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 4. The President. The President shall be the chief executive Officer of the Association; he shall preside at all meetings of the lot owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the association and other Officers. He shall sign all written contracts and perform all of the duties incident to his office as well as those which may be delegated to him from time to time by the Board of Directors.

Section 5. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be assigned to him from time to time by the Board of Directors.

Section 6. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the lot owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary in the Secretary's absence.

Section 7. The Treasurer.

.1 Shall prepare for the Board of Directors each year a proposed annual budget of the Association.

.2 Shall have custody of the Associations' funds and securities, and keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association.

.3 Shall disburse, subject to the stipulation of Article VII, Section 1, the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper record of such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer of the financial condition of the Association.

.4 Shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

.5 Shall give status reports to potential transferees of Anchor lots on which reports the transferees may rely.

If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 8. Compensation. No compensation will be paid to Officers of the Association.

ARTICLE VII

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two (2) Officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Association handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the amount of monies an individual handles or controls, including monies in a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year of the Association shall conform to the calendar year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America.

Section 4. Determination of Assessments.

.1 As set forth in the General Covenants and Restrictions, the Board of Directors shall fix and determine, from time to time, the sum or sums necessary and adequate for the expenses of the Association. Expenses shall include expenses for the security services, maintenance of cul de sacs, rights-of-way and other common areas within The Anchor and other areas within the Moorings Development used by members of the Association, taxes, attributed to common areas and Association property, costs of carrying out the powers and duties of the Association, insurance premiums and expenses relating thereto, including fire insurance and extended coverage, the providing of reasonable and necessary public services, and any other proper expenses as determined by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments. The amount required for annual expenses and disbursements will be provided through assessments of equal amount against each property parcel in The Anchor. Unless otherwise ordered by the Board of Directors said assessments shall be payable yearly, collectible quarterly in advance, and shall be due on the first day of each year in advance.

.2 Special assesaments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

.3 When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each owner a statement of said owner's assessment. All assessments shall be payable to the Association, and upon request, the Treasurer shall give a receipt for each payment made.

.4 As a basis for determining and collecting annual assessments referred to in Section 4.1 of this Article, the Board of Directors shall adopt a budget of estimated receipts and expenditures for each fiscal year. Such budget shall set forth the estimated amount of funds required to cover:

(a) current expenses, including reasonable allowance for working funds and contingencies,

(b) betterments, including provisions for necessary capital expenditures for improvements or additions that will be part of Association property, and

(c) the creation of reserves, when appropriate, for long-term repair requirements or to meet actual or anticipated losses.

.5 The Board of Directors shall direct the Treasurer to have an annual audit and accounting of the Association's funds in accordance with procedures specified by the Board, at the end of each fiscal year.

Section 5. Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Acceleration of Assessment Installments Upon Default. The Board of Directors shall have the power to collect assessments in monthly installments. If an owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after

dispatch by certified mail or a Post Office Certificate of Mailing of such notice to the owner.

Section 7. Lien. As set forth in the General Covenants and Restrictions, each of the lots in The Anchor will become subject to a lien and permanent charge in favor of the Association; in the event of any Owner's failure to pay promptly any assessment or charge, and any special assessment. Assessments shall accrue to the benefit of the Association, and may be enforced jointly and severally by the Association, and other property owners in The Anchor.

.1 In the event that any assessment shall not have been paid within sixty (60) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail or Post Office Certificate of Mailing to the delinquent member. In the event that any assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors may then cause to be prepared, for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Indian River County, Florida. When necessary, on receipt of payment of a delinquent assessment, a Satisfaction of Lien shall be executed and recorded. In the event that any assessment continues to remain in default, the Association shall pursue its remedies at law or in equity. Recording fees and other expenses attributable to the delinquency will be for the account of the delinquent member.

.2 The lien of the Association may be enforced in equity as in the case of any lien foreclosure. Delinquent assessments shall bear interest from the date of delinquency at the highest rate allowed by law. Failure of the Board to enforce an assessment lien shall not constitute a waiver of the right to do so thereinafter as to later assessments.

ARTICLE VIII

Compliance and Default

Section 1. Violation. In the event of a violation (other than the non-payment of assessments) by the lot owner in any of the provisions of these Bylaws, of the Articles of Incorporation, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Directors, may notify the lot owner by written notice of said breach, transmitted by certified mail or Post Office

Certificate of Mailing, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and material breach of the Bylaws, Articles of Incorporation or General Covenants and Restrictions, and the Association may then, at its option, have the following elections:

.1 An action at law to recover damages on behalf of the Association or on behalf of the other lot owners;

.2 An action in equity to enforce performance on the part of the lot owner; or

.3 An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon failure of the association to maintain such action at law or in equity within thirty [illegible]s from date of a written req[illegible] owner [illegible] the Board of Directors, any lot owner may bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the lot owner as a specific item.

Section 2. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be determined by the court.

Section 3. No Waiver of Rights. The failure of the association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the association or lot owner to enforce such right, provision, covenant or condition in the future.

ARTICLE IX

Construction and Landscaping

Section 1. The Board of Directors is authorized to establish and appoint the Architectural Committee, hereinafter "Committee", and to delegate to the Committee the following powers:

.1 To adopt, administer, publish, and enforce uniform architectural and landscaping standards which promote the purposes of the architectural, landscaping and other restrictions of the General Covenants and Restrictions recorded as to the property within the area. Said

standards are to be adopted with the goal of maintaining and enhancing the beauty of the natural environment of the area, and harmonizing residential building within The Anchor.

.2 To adopt, administer and appoint review committees with the goal of fairly and impartially enforcing architectural, landscaping, and docking facilities standards.

Section 2. Said Committee shall consist of five (5) members who shall be members of the Association. One (1) of said five (5) shall be a member of the Board of Directors, shall be appointed by the Board of Directors, and shall serve as Chairman of the committee. The other four (4) members of the Committee shall be appointed by its Chairman. The Board of Directors with the advice of the Committee may employ a professional Architect and a professional Landscape Architect and may provide that said professional Architect and professional Landscape Architect be fairly compensated for so serving. No member of the Committee may be actively engaged in constructing a home for himself or paid as a consultant or contractor to build for others, where such building is within The Anchor. The Board of Directors may approve and distribute funds to meet the reasonable expenses of said Committee.

Section 3. Vacancies on the Committee shall be filled by appointment by its Chairman.

Said Committee shall be responsible to the Board of Directors, which shall have the authority to review any decision made by the Committee. Said review procedure may be requested by an owner applicant who had final plans disapproved for major and material reasons, and who has first made an effort to conform to the requirements of the Committee. Decisions of the Committee may be modified or revoked by a majority of the Directors at any Board of Directors' meeting.

Section 4. Performance Agreement. In order to protect the Association and its members and to insure compliance with the General Covenants and Restrictions, the Board of Directors hereby requires, as a condition to the Architectural Committee commencing to review plans and specifications for improvements to a lot as required under Article II - 1 of the General Covenants and Restrictions, and as to its review of plans and specification for landscaping to the lot as required under Article II - m of the General Covenants and Restrictions, a Performance Agreement shall be posted by the owner of the lot in the form attached to these Bylaws as Appendix "A". The penal sum of the Performance agreement for new construction shall be Twenty-Five Thousand Dollars ($25,000.00) and for additions and renovations, the amount shall be Five Thousand Dollars ($5,000.00).

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ARTICLE X

Notices

Whatever notices are required to be sent to members shall be sent to the addresses of the lots, unless the owner gives written notice, by certified mail or Post Office Certificate of Mailing, to the Secretary of the Association that notices are to be sent to some other address.

ARTICLE XI

Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected to said lot owners' ownership and membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XII

Rules and Regulations

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of properties within The Anchor in order to insure compliance with the Architectural and Landscaping Standards and any facilities or services made available to the owners. A copy of the Rules and Regulations adopted form time to time, as herein provided, shall be kept at the office of the Association and be made available for review by the members of the Association.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these Bylaws, the Articles of Incorporation, or the restrictive covenants, the Articles of Incorporation and restrictive covenants shall prevail.

ARTICLE XIII

Lease of Lots and Docks

Section 1. Lots may be used and leased only for residential purposes. A lot may not be leased unless it has a home constructed upon it which has received final Association approval. No owner of a lot containing a residence may dispose of his lot or any interest therein by lease without approval of the Association. No lot may be

leased for a period of less than ninety (90) days and is restricted to two (2) leases per calendar year.

Section 2. A lot owner, described in 1 above, intending to accept a bona fide offer to lease his lot or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee, and all such other information as the Association may reasonably require and an executed copy of the proposed lease.

Section 3. Within thirty (30) days of the receipt of such notice and information the Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a Certificate executed by the President (or a Vice President) which shall be delivered to the lessee. If disapproval, the President (or a Vice President) shall so notify the lot owner and lease shall not be made.

Section 4. Any lease which is not authorized pursuant to the terms of these Bylaws shall be void unless subsequently approved by the Association.

Section 5. A corporation, per se, cannot occupy a lot for residential use. If a lot lessee is a corporation, the approval of lease to the corporation shall be conditioned upon requiring that the persons occupying the lot shall be members of the same family and shall also be subject to approval by the Association.

Section 6. There is an absolute prohibition against any lot owner entering into any lease of dock space. Any such lease shall be null and void from its inception.

Section 7. Notwithstanding the time constraints contained in Article VIII, Compliance and Default, the Board of Directors may elect to proceed at an action in law or in equity to enforce the provisions of the Article without the necessity of notice or if notice is given, without the necessity of waiting thirty (30) days to bring legal action for enforcement.

ARTICLE XIV

Living Aboard

Living aboard water craft moored or docked in The Anchor is prohibited. However, it is recognized that circumstances may exist wherein the Board of Directors may determine that a Special Exception to this general prohibition is warranted.

Without such a Special Permit from the Board of Directors, no person shall use or maintain living quarters on any motor boat, yacht, houseboat, floating home or any other type of watercraft moored or docked on any of the waters of The Anchor. A special permit will not be granted if the lot upon which the dock is located does not have

Association approved landscaping, lighting and parking, or if the sewage from the vessel is not disposed of through lines from the vessel to the sewage system on the lot.

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