

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.
LESSEE ACKNOWLEDGMENT

Prior to release of the Certificate of Approval to Lease, lessee must acknowledge the following:

I/We agree to abide by the rules and regulations of THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC. A complete copy of the below documents has been provided to us by the owner or agent. I/We acknowledge that we have read the rules and accept the covenant it represents. I/We understand that the Board of Directors may take up to 15 days after receiving this application to complete action on this matter.

1. Covenants and Restrictions

All Adult Lessees Please Sign This Acknowledgment

WITNESS	LESSEE	DATE
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WITNESS	LESSEE	DATE
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PET APPROVAL

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 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. If you wish to obtain approval for keeping a household pet during your lease period, please complete the information requested below.

PETE TYPE: DOG, CAT, OTHER

TYPE: _____ PET NAME: _____ BREED: _____

TYPE: _____ PET NAME: _____ BREED: _____

TYPE: _____ PET NAME: _____ BREED: _____

I/We attest that this pet has had all the shots required for it to be licensed.

I/We agree that sanitary disposal of pet excrement is the responsibility of every pet owner. I will not permit my pet to relieve itself on grass, planter areas, light posts, or other areas where people walk, work, or play. If the animal insists on stopping in those places, I will take whatever steps necessary to clean it up.

WITNESS	LESSEE	DATE
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WITNESS	LESSEE	DATE
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ANCHOR PROPERTY OWNER'S ASSOCIATION LESSEE INFORMATION SHEET

Property Information:

Lot Number: _____

Street Address: _____

Owner Name: _____

Lessee Information:

Lessee Name: _____

Persons in residence:

Telephone: _____

Fax Number: _____

E-Mail: _____

215413

GENERAL COVENANTS AND RESTRICTIONS

THE MOORINGS, UNIT 5 - THE ANCHOR

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 99-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 lands:

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 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 functions 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 99-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 may be attached or detached from the residence but may not have entrances facing the street, unless approved by the Architectural Committee or Association, when formed.

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 1,800 square feet for a one-story dwelling and 1,500 square feet for two stories with a total of

not less than 2,400 square feet for both floors combined, exclusive of garage, covered walks and open porches. 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 once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

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. Clothes' lines or drying yards shall be so located as not to be visible from the street serving the premises or from the 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. 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 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 Developer or 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 mechanics' liens.

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

k. All antennae must be of the concealed type installed inside attic space.

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, when formed, 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, when formed, 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 and lot value, as determined by the said Committee or Association. Landscaping according to the approved plan must be completed within sixty (60) days of substantial completion of a home.

n. Approved walls or fences may be no higher than four (4) feet. 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 and except for any sign erected in connection with the sale and promotion of three or more lots and homes.

p. Unless otherwise expressly permitted by the Architectural Committee or Association, all driveways must be concrete or paved with asphalt.

q. All mailboxes or newspaper boxes within the subdivision are to be of the same design and must be approved by the Architectural Committee or by Association prior to installation.

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 of any Owner need make inquiry as to compliance with this covenant by 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

From and after formation of Association and after a copy of the articles of incorporation of Association has been recorded in the public records of Indian River County, Florida, by Developer, 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, 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, by Developer or by Association. Provided, however, that The Moorings Development Company shall not be obligated to pay assessments on lots owned by it, but shall only be obligated to pay such amount of the common or annual expenses approved by it which have not been produced and collected by assessments against other lot owners than The Moorings Development Company.

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.

IN WITNESS WHEREOF, the MOORINGS DEVELOPMENT COMPANY has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the 2nd day of November 1978.

Signed, sealed and delivered in the presence of:

Quia Lardi
Paul J. Quinn

MOORINGS DEVELOPMENT COMPANY

By: Jorge Gonzalez, President

(CORP. SEAL)

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 JORGE GONZALEZ, well known to me to be the President of the corporation named above, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, 1978.

Quia Lardi
Notary Public, State of Florida at
Large. My Commission expires:

6-1-80

The Notary Public for
MICHAEL CHASE
BIRTH 02-20-1925, 48 & 2, 1/2
3103 CARDINAL DRIVE
VERO BEACH, FLORIDA 33570

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Smith O'Haire, Thatcher & Quinn Attorneys At Law 3103 Cardinal Drive Vero Beach, Florida 33570
(305) 509-7800

EX-1576-2420

EXHIBIT "A"
AMENDMENTS TO GENERAL COVENANTS AND RESTRICTIONS

THE MOORINGS, UNIT #5 - THE ANCHOR

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

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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.

IV

Assessment for Maintenance of Roads, Streets and Other Public Services:

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.