

**CERTIFICATE OF AMENDMENTS
TO THE
AMENDED AND RESTATED
REVIVED GENERAL COVENANTS AND RESTRICTIONS
FOR
THE MOORINGS, UNIT 5 – THE ANCHOR**

The General Covenants and Restrictions for The Anchor has been recorded in the Public Records of Indian River County, Florida, at Official Records Book 576, Page 2916, et. seq., amended at Official Records Book 1060, Page 530, et. seq., Official Records Book 1984, Page 2002, et. seq., Official Records Book 2412, Page 2341 et. seq., Official Records Book 2567, Page 1936 et. seq., and revived at Official Records Book Records 3195, Page 1956, et. seq., and amended and restated at Official Records Book 3388, Page 1218. The same Revived General Covenants and Restrictions is hereby amended as approved by at least a majority of the lot owners by written consents.

1. Article II, Sections g, l, m and s(3) are amended as follows:

II

Permitted and Prohibited Uses:

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. Except for non-commercial light duty pick-up trucks, no trucks of any nature, or commercial vehicles 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 Review Committee for installation and maintenance of the same.

l. All plans for any and all buildings and exterior alterations or 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 Review Committee or Association, in writing, prior to the start of any construction. All interior renovations or additions with a cost of more than \$50,000 must be presented to the Architectural Review Committee, in writing, prior to the start of any construction, for the assessment of Road Impact Fees and, where applicable, posting of a Performance Agreement. All plans and specifications for exterior alterations or additions, 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. For new construction or major landscaping changes 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 Review 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 Review 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 Review 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.

s. Motor Vehicles and Golf Carts.

3. The operation upon the lands lying within The Moorings, Unit 5 – The Anchor of a motor vehicle, including golf carts, which has the capability of traveling more than twenty miles per hour is restricted as follows:

- A. Such vehicles must be equipped with headlamps, stop lamps, turn signal lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.
- B. Such vehicles must be registered with a state government and insured.
- C. Such vehicles may only be operated by a person with a valid driver's license which must be in his or her possession while operating the vehicle.

(The balance of Article II remains unchanged.)

2. Article III, Section b, is amended to read as follows:

III

Covenants Relating to Sale or Lease:

b. The Owner of each lot in the subdivision, on becoming such, covenants and agrees that 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, and thirty (30) days to give notice of whether or not the Association will be exercising its right to repurchase 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 the Association, its successors and assigns. The right of first refusal hereby given and granted to Association may be waived by Association by endorsement of the approval of Association 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. Such endorsement shall bind Association, its 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 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.

(The balance of the Covenants and Restrictions remains unchanged.)

3. The foregoing amendments to the Amended and Restated Revived General Covenants and Restrictions for The Anchor were approved by at least a majority of the lot owners by written consent.

4. All provisions of the Amended and Restated Revived General Covenants and Restrictions for The Anchor are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

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 22 day of April, 2021.

WITNESSES AS TO PRESIDENT:

[Signature]
Print Name: Robert J. Whitford

[Signature]
Print Name: Dana Murphy

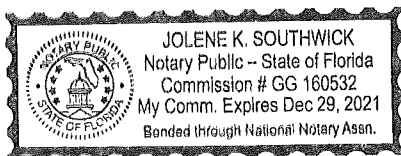
THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

By: Michael O. Fifer
Michael O. Fifer, President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Michael O. Fifer, as President of The Anchor Property Owners' Association, Inc., ☐ who is personally known to me, or ☐ who has produced _____ as identification on April 22, 2021.

Notarial Seal



[Signature]
Notary Public
Print Name: Jolene K. Southwick
My Commission Expires: 12/29/21

WITNESSES AS TO SECRETARY:

[Signature]
Print Name: Robert J. Whitford

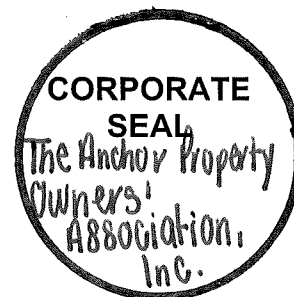
[Signature]
Print Name: Dana Murphy

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

By: Helen Camp
Helen Camp, Secretary

Secretary:

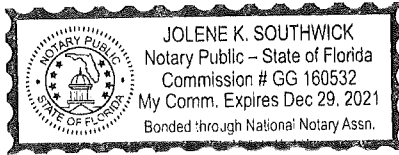
STATE OF FLORIDA
COUNTY OF Indian River



The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Helen Camp, as Secretary of The Anchor Property Owners' Association, Inc., ☐ who is personally known

to me, or [] who has produced _____ as identification on
April 22, 2021.

Notarial Seal



Jolene K Southwick
Notary Public
Print Name: Jolene K Southwick
My Commission Expires: 12/29/21