

28.50  
70 Deed \$.

THIS INSTRUMENT PREPARED BY/  
RECORD AND RETURN TO:  
MICHAEL R. FLAM, ESQUIRE  
WESTINGHOUSE TREASURE COAST  
COMMUNITIES, INC.  
3300 UNIVERSITY DRIVE  
CORAL SPRINGS, FLORIDA 33065

DOCUMENTARY STAMPS

DEED \$.70

NOTE \$

JEFFREY K. BARTON, CLERK  
INDIAN RIVER COUNTY

RECORD VERIFIED  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA

MAINTENANCE EASEMENT AND AGREEMENT

THIS MAINTENANCE EASEMENT AND AGREEMENT ("Agreement") made and entered into this 1st day of April, 1993, by and between WESTINGHOUSE TREASURE COAST COMMUNITIES, INC., a Florida corporation, having its principal place of business at 3300 University Drive, Coral Springs, Florida 33065 (hereinafter called the "GRANTOR") and BERMUDA BAY FOUNDATION, INC., a Florida not-for-profit corporation, whose post office address is 3300 University Drive, Coral Springs, Florida 33065 (hereinafter called the "GRANTEE");

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR hereby grants unto GRANTEE, a non-exclusive easement for the installation, maintenance, operation, repair and replacement of buffer walls and fences, together with the right to install, maintain, operate, repair and replace landscaping, irrigation systems, subdivision identification signage and lighting attendant thereto; and the right and obligation to maintain such buffer walls, fences, signage and other improvements which may be installed on the Easement Land (as such term is hereinafter defined), by or for GRANTEE, in good condition (as such term is hereinafter defined), on, upon or over that certain real property situate, lying and being in the Town of Indian River Shores, Indian River County, Florida, legally described on Exhibit "A" (consisting of 2 pages) appended hereto and made a part hereof (hereinafter referred to as the "Easement Land").

1. "Good condition" shall herein mean and refer to the replacement or restoration of any damaged or missing portions of said buffer walls, fences, signage, or other improvements which may be installed on the Easement Land occasioned by the acts or omissions of GRANTOR, its successors and assigns, or their contractors, agents, tenants, licensees or invitees, such that said buffer walls, fences, signage, or other improvements, present a uniform and continuous appearance.

2. GRANTEE shall be further obligated to replace and replant any landscaping material on, upon or over the Easement Land which is dead or dying and shall maintain all landscaping material on, upon or over the Easement Land in good and living condition (as such term is hereinafter defined).

a.) "Good and living condition" for the landscaping material shall mean and refer to the proper irrigation, fertilization, grooming and trimming thereof.

b.) "Good and living condition" shall also mean and refer to the replacement of dead, diseased and/or missing landscaping material with material of the same species, height, width and quality as the remaining landscaping material on, upon or over the Easement Land.

3. GRANTOR, for itself, its successors and assigns, as the OWNER (as such term is defined in the hereinbelow described Declaration) of the following real property:

Lots 39, 40 and 41, of SABLE OAKS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 54, of the Public Records of Indian River County, Florida,

(hereinafter collectively referred to as the "Lots"), (which abut said buffer walls, fences and signage), hereby agrees to maintain the interior face of said buffer walls and fences (that side of the buffer walls and fences facing the main portion of the Dwelling Units on the Lots), in good condition. Any other necessary buffer wall and fence maintenance, including, but not limited to, the replacement or restoration of damaged or missing portions of the buffer walls and fences (occasioned other than as set forth in Paragraph 1. hereinabove), shall be the obligation of, and shall be performed by, GRANTEE, its successors and assigns.

4. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through the Easement Land.

5. GRANTOR hereby reserves unto itself, its successors, assigns and designees, a concurrent easement for the maintenance and repair of said buffer walls, fences, landscaping and signage on, upon or over the Easement Land. Said concurrent easement may be used by GRANTOR if, in GRANTOR'S sole judgment, said buffer walls, fences, landscaping and signage on, upon or over the Easement Land has not been maintained in accordance with the obligations set forth in this Agreement.

6. Upon the failure of GRANTEE to maintain said buffer walls, fences, landscaping and signage on, upon or over the Easement Land to the satisfaction of GRANTOR, and upon the GRANTEE'S or OWNER'S failure to make such correction within fifteen (15) days of written notice from GRANTOR, GRANTOR may enter upon the Easement Land and make such improvements or corrections as may be necessary, the cost and expense of which shall be paid by GRANTEE or OWNER, as the case may be. Such entry by GRANTOR shall not constitute a trespass and by acceptance of a deed for the Lots, said OWNERS of the Lots have expressly given GRANTOR, its successors, assigns and designees, the continuing permission to do so, which permission may not be revoked. If GRANTOR, its successors and assigns, incurs any costs and expenses in maintaining or repairing said buffer walls, fences, landscaping and signage on, upon or over the Easement Land, on behalf of GRANTEE, the entire cost and expense of said maintenance or repair shall be borne by GRANTEE and be payable within fifteen (15) days of demand; or at the option of GRANTOR, the entire cost and expense of said maintenance or repair shall be borne by the OWNERS. In order to apportion said costs and expenses among the OWNERS, GRANTOR shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said costs and expenses as are possessed by the Foundation (as such term is defined in the following described Declaration) in Article II, Paragraph 15, of the FIRST DECLARATION OF NEIGHBORHOOD COVENANTS FOR BERMUDA BAY RIVERSIDE I NEIGHBORHOOD, as recorded in Official Records Book 914, at Pages 679 through 686, both inclusive, of the Public Records of Indian River County, Florida.

7. Prior to the commencement by GRANTEE or an OWNER of any substantial repair or alteration of said buffer walls, fences, landscaping or signage, GRANTEE or OWNER shall obtain the prior written approval of GRANTOR for said substantial repair or alteration. The determination as to whether any repair or alteration is deemed "substantial" shall be made in the sole discretion of GRANTOR.

8. If legal proceedings are required to enforce the covenants contained herein against GRANTEE or an OWNER, as the case may be, GRANTOR shall additionally be entitled to recover attorney's fees and costs including those court costs and attorney's fees caused by appellate proceedings.

9. This Agreement shall be a covenant running with the land, binding upon the GRANTOR, its successors and assigns, as OWNER or OWNERS of the Lots, and shall be enforceable by GRANTOR against subsequent OWNERS of the Lots by a proceeding in law or at equity.

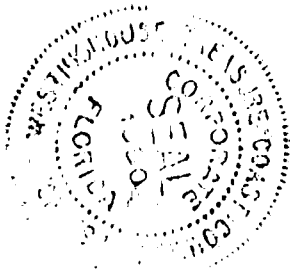
10. This Agreement shall be subject to easements, restrictions, covenants, conditions, limitations and reservations of record, if any.

11. The easement hereby granted by GRANTOR unto GRANTEE shall not be alienable by GRANTEE without the prior written consent of GRANTOR, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, by its undersigned duly authorized officers and its corporate seal duly affixed hereto, the day and year first above written.

WESTINGHOUSE TREASURE COAST  
COMMUNITIES, INC.

[Corporate Seal]



By: [Signature]  
W. Bunttemeyer, President

Attest: [Signature]  
Ronald C. Dillon,  
Assistant Secretary

APPROVED  
**MRF**  
**GEH**

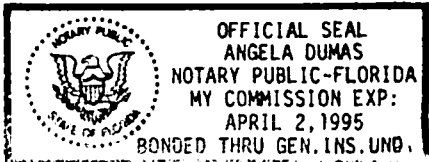
STATE OF FLORIDA       )  
                                  :    ss  
COUNTY OF BROWARD    )

The foregoing Agreement was acknowledged before me this 1st day of April, 1993, by W. BUNTEMEYER, President, and RONALD C. DILLON, Assistant Secretary, of WESTINGHOUSE TREASURE COAST COMMUNITIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

[Signature]  
Name: Angela Dumas  
Notary Public  
Commission No. CC089188

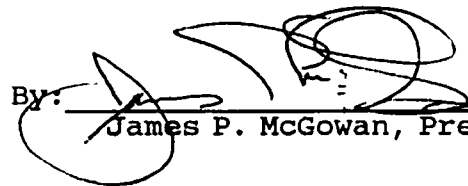
My Commission Expires: 4/2/95

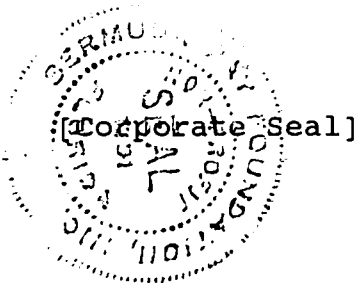
[Notary Seal]



IN WITNESS WHEREOF, the GRANTEE hereby accepts all the terms, provisions, conditions and obligations set forth in this Agreement, and has caused these presents to be executed in its name, by its undersigned duly authorized officers and its corporate seal duly affixed hereto, the day and year first above written.

BERMUDA BAY FOUNDATION, INC.

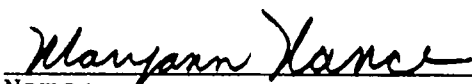
By:   
James P. McGowan, President



Attest:   
J. P. Taravella, Jr.,  
Secretary

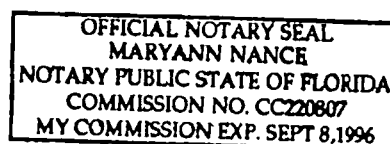
STATE OF FLORIDA       )  
                                  :   SS  
COUNTY OF BROWARD    )

The foregoing Agreement was acknowledged before me this 1st day of April, 1993, by JAMES P. MCGOWAN, President, and J. P. TARAVELLA, JR., Secretary, of BERMUDA BAY FOUNDATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

  
Name: Maryann Nance  
Notary Public  
Commission No. CC220807

My Commission Expires:

[Notary Seal]



# EXHIBIT

## "A"

A portion of Lots 39, 40 and 41, of SABLE OAKS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 54, of the Public Records of Indian River County, Florida, described as follows:

The south 5.00 feet of said Lots 39 and 40.

TOGETHER WITH a portion of said Lot 41, described as follows:

BEGINNING at the southeast corner of said Lot 41;

thence South 60°20'14" West, along the south line of said Lot 41, a distance of 111.53 feet to the southwest corner of said Lot 41;

thence North 27°14'54" West, along the west line of said Lot 41, a distance of 5.00 feet;

thence North 53°10'29" East, a distance of 40.10 feet to a line parallel with and 10.00 feet northerly from said south line;

thence North 60°20'14" East, along said parallel line, a distance of 40.95 feet;

thence North 29°39'46" West, a distance of 23.00 feet to a line parallel with and 33.00 feet northerly from said south line;

thence North 60°20'14" East, along said parallel line, a distance of 26.07 feet;

thence North 18°55'21" East, a distance of 6.00 feet to the east line of said Lot 41;

thence South 29°39'46" East, along said east line, a distance of 36.97 feet to the POINT OF BEGINNING.

Said land being in the Town of Indian River Shores, Indian River County, Florida.

Containing 0.040 Acres, more or less.

3/26/93  
JEC

OR0969PG1376

THIS IS NOT A SKETCH OF SURVEY

Bearings are based on the south line of Lot 41, SABLE OAKS SUBDIVISION, Plat Book II, Page 54, Indian River County Records

J&U Esmt. = Drainage and Utility Easement

O = Plat Permanent Control Points

CL = Center line of Right of Way

POB = Point of Beginning

A = Arc distance

D = Delta angle

R = Radius

NOT TO SCALE

INDIAN HARBOR

Plat Book 10, Page 79, Indian River County Records

Sable Oak Drive

POB

25'

25'

N 18° 55' 2" E, 6.00'

N 60° 20' 14" E, 26.07'

Drainage and Utility Easement

N 29° 39' 46" W, 23.00'

N 60° 20' 14" E, 40.95'

Lot 41

N 53° 10' 29" E, 40.10'

N 27° 14' 54" W, 5.00'

Lot 40

Lot 37

River Oak Lane

OAKS

SABLE

Plat Book 11, page 54

Lot 38

Lot 39

TRACT "A"

SUBDIVISION

County Records

Plat of Fred R. Turk Drive  
Plat Book 7, Page 86, Indian River County Records

S 60° 20' 14" W  
111.53'

72.14'

S 62° 53' 04" W  
119.71'

