

BK: 2926 PG: 510

161/918 RECORDED IN THE RECORDS OF JEFFREY A BARTON, CLERK CIRCUIT COURT INDIAN
RIVER CO FL, BK: 1834 PG: 2243, 02/14/2005 08:15 AM

CERTIFICATE OF AMENDMENT**KNOW ALL MEN BY THESE PRESENTS:**

THIS CERTIFICATE OF AMENDMENT is executed this 2nd day of February, 2005 by the President and Secretary of The Shores Property Owners' Association, Inc., a Florida corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions, Limitations and Agreements for The Shores dated the 12th day of January, 1984, hereinafter referred to as "Declaration", which governs The Shores Subdivision was recorded in Official Records Book 678, beginning at Page 176, Public Records of Indian River County, Florida, on January 16, 1984; and

WHEREAS, pursuant to Article XI, Section 6. of the Declaration, the Association has taken the necessary steps to conduct a Special Meeting of the membership of the Association, duly noticed and held, to consider amending and restating the Declaration; and

WHEREAS, the Association now desires to set forth said Amendment to the Declaration in this Certificate of Amendment.

NOW, THEREFORE, the Association does hereby file this Certificate of Amendment and states as follows:

1. The above recitals are affirmed as being true and correct and hereby incorporated herein by reference.
2. The Declaration is hereby amended and restated as set forth in the Amended and Restated Declaration of Covenants, Restrictions, Limitations and Agreements of The Shores, attached hereto and incorporated herein by reference.
3. Those members of the Association, constituting no less than two-thirds (2/3) of the membership entitled to vote upon said Amended and Restated Declaration, consented to and voted in favor of the Amended and Restated Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals

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on the date set forth above on behalf of the Association.

THE SHORES PROPERTY OWNERS'
ASSOCIATION, INC., a Florida
Corporation

BY: [Signature]
President

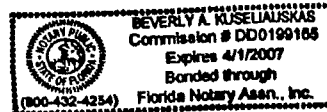
(CORPORATE SEAL)

ATTEST: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 2nd day of February, 2005, by [Signature], and [Signature], the President and Secretary of THE SHORES PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification.

[Signature]
Notary Public



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1 THE SHORES

2
3 INDIAN RIVER SHORES, FLORIDA4
5 I. DECLARATION OF COVENANTS, RESTRICTIONS,
6 LIMITATIONS AND AGREEMENTS FOR THE SHORES PROPERTY OWNER'S ASSOCIATION,
7 INC.8
9 II. BY-LAWS OF THE SHORES PROPERTY OWNERS ASSOCIATION, INC.
1011
12
13 DECLARATION OF COVENANTS, CONDITIONS
14 RESTRICTIONS, LIMITATIONS AND AGREEMENTS
15 FOR
16 THE SHORES PROPERTY OWNER'S ASSOCIATION, INC.
1718 This Declaration of Covenants, Conditions, Restrictions, Limitations and Agreements for THE
19 SHORES Property Owner's Association, Inc. WAS ORIGINALLY made the 12th day of January, 1984, by
20 THE SHORES OF INDIAN RIVER, INC., a Florida corporation
21

22 WITNESSETH

23
24 WHEREAS, the Declarant WAS ORIGINALLY- the owner in fee simple of that real property more
25 particularly described in Exhibit "A" attached, and previously recorded in the Office of the Clerk of the
26 Courts, located in Indian River County, Florida, and more particularly known as THE SHORES
27 (hereinafter referred to as the "Property"); and
2829
30 Whereas the Declarant no longer owns, or has any other interest in and of the Property; and
3132 Whereas the Declarant subjected the said Property to the provisions of this Declaration and to create
33 on the Property a residential community of single family housing on all or part of the Property and
3435 Whereas the Declarant Desired to provide a flexible and reasonable method for the administration,
36 operation, maintenance, and development of such property; and
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1 NOW, THEREFORE, for the purposes of protecting the value attractiveness and desirability of the
2 Property the Association hereby declares that all of said Exhibit "A" property shall be held, sold and
3 conveyed subject to the following easements, covenants, conditions, restrictions, limitations and agreements
4 which shall run with the real property submitted to this Declaration and which shall be binding on all parties
5 having any right, title or interest in the described properties or any part thereof, their heirs, successors,
6 successors-in-title, and assigns, and shall inure to the benefit of each owner thereof as more particularly
7 provided hereunder.

8 ARTICLE I

10 DEFINITIONS

11 Section 1. "Declarant" referred to The Shores of Indian River County, a Florida Corporation.

12 Section 2. "Association" shall mean and refer to THE SHORES Property Owner's Association, Inc., a
13 Florida corporation not for profit, its successors and assigns.

14 Section 3. "Property (s) or Real Property" shall mean and refer to the real property described in Exhibit
15 "A" attached hereto.

16 Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of
17 any Lot which is part of the Property(s) but excluding any party holding the fee simple title merely as
18 security for the performance of an obligation.

19 Section 5. "Common Area" shall mean all the portions of the Property now or hereafter owned by the
20 Association for the common use and enjoyment of the Owner(s). The Common Areas owned by the
21 Association are Tracts A through H inclusive, all as more particularly shown on that plat recorded in Plat
22 Book 11, page 61, 61A, Public Records of Indian River County, Florida, less and except the individual Lots
23 shown thereon, and shall further include all other portions of the Property not subdivided into individual
24 platted Lots.

25 Section 6. "Lot" shall mean a portion of the Property intended for any type of separate, independent
26 ownership and single family use.

27 Section 7. "Easements" shall that portion of the Property(s) including lots or portions thereof, which have
28 heretofore or which may hereafter be set aside by the Declarant for the limited or common use of Owners,
29 their invitees, guests, successors or assigns for ingress, egress, utilities, water, sewer, lighting, drainage, or
30 otherwise and for all purposes related to THE SHORES Subdivision or as may be indicated on any plat filed
31 among the Public Records of Indian River County, Florida, with respect thereto.

32 Section 8. "Property" shall mean and refer to the Exhibit "A" real property.

33 Section 9. "THE SHORES property Owner's Association, Inc. or Association" shall mean and refer to
34 THE SHORES Property Owner's Association, Inc., a Florida non-profit corporation, which corporation has
35 been formed for the primary purpose of enforcing the covenants, conditions, restriction and agreements
36 contained herein and whose membership shall be comprised of all owners of the property in THE SHORES.

37 Section 10. "Architectural Review Board" (referred to as ARB) shall mean and refer to a board of
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persons appointed by the Board of Directors of the Association for the primary purpose of assuring that all Owners of Lots improve and maintain the same in conformity with restrictions, covenants and architectural requirements described herein.

Section 11 : "ARB Criteria" or "Architectural Planning Criteria" shall mean the Architectural planning Criteria described in Article IX hereof.

Section 12: Covenant, Restriction, or Rule: shall mean any provision in this Declaration, the ARB Criteria or rules and regulations duly adopted hereunder, or the By-Laws as may be from time to time amended.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by the Declarant and shall henceforth be held, transferred, sold conveyed and occupied subject to this Declaration is located in Indian River County, Florida, and is legally described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) the right of the Association to limit the number of guests and/or invitees of Owners, utilizing Common Areas.

(b) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner, or the holder of any mortgage, irrespective of when executed, given by any Owner encumbering any Lot located within THE SHORES.

(c) the right of the Association to suspend the voting rights and right to use of the facilities, if any, of an Owner for any period during which any assessment of the Association against said Owner's Lot remains

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1 unpaid, and for any infraction of any Owner of the Association's rules and regulations for the duration of
2 the infraction and for an additional period thereafter not to exceed thirty (30) days.

3 (d) the right of the Association, its successors or assigns, to grant easements or rights-of-way in and
4 to the Common Area contained within the Property(s) to any public agency, authority or utility for such
5 purposes as benefit only the Property or portion thereof and Lots contained therein.

6 (e) the right of the Association to dedicate or transfer all or any portion of the Common Property to
7 any public agency, authority or utility for such purpose and subject to such conditions as may be approved
8 by the members of the Association. No such dedication or transfer shall be effective unless an instrument
9 agreeing to such dedication or transfer has been signed and voted upon by the number required in the
10 Articles of Incorporation and By-Laws of the Association.

11 Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the
12 Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her
13 family, tenants, other social invitees and contract purchasers who reside on the property.

14 Section 3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and
15 egress over, upon and across the Common Areas necessary for access to Owner's Lot and shall have the
16 right to lateral support for Owner's Lot and such rights shall be appurtenant to and pass with the title to each
17 Lot.

18 Section 4. Regulation of and Use of Lots. Except as provided hereinbelow, each Lot shall be used for
19 residential purposes only. Lease or rental of a Lot or any building thereon for residential purposes shall not
20 be considered to be a violation of this covenant so long as the lease is in compliance with rules and
21 regulations as may be promulgated by the Board of Directors. Any lessee or tenant shall in all respects be
22 subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.
23 Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept in
24 any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any
25 part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive
26 activity, or any activity constituting a nuisance shall not be carried on in any Lot or in the Common Area or
27 any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity.
28 Each owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment,
29 discomfort or annoyance to the other Owners, and the Board of Directors shall have the power to make and
30 to enforce reasonable rules and regulations in furtherance of this provision.

31 Notwithstanding the above, the following supplemental and additional covenants, conditions and
32 restrictions, also enforceable by the Board of Directors of the Association, shall apply, as follows:

33 (a) The Property subject to this Declaration may be used for single family residential living
34 units, and for no other purpose. No business or commercial structure may be erected on any Lot or portion
35 thereof. No commercial venture involving goods for sale, direct visitation by customers or nonresident
36 employees or tradesmen shall be allowed. This includes, but is not limited to garage sales, house ware
37 parties, real estate and other For-Sale open houses intended for the general public, and manufacture of any
38 type of commercial product. No building or other improvement shall be erected upon any Lot without prior
39 ARB approval thereof, as elsewhere herein provided. No dwelling or other structure or improvement shall
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1 be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot
2 according to the recorded Plat of The Shores. No Lot shall be divided, subdivided, or reduced in size,
3 except as it increases the size of the Common Area or an adjacent Lot or Lots, to be developed as a whole,
4 with Unity of Title, and does not result in noncompliance with the requirements of Paragraph (a). In the
5 event that more than one full platted Lot is developed as a unit, the provisions of this Declaration shall apply
6 thereto as a single Lot except as otherwise provided under Article VIII, Sections 9 and 10 hereof.

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8 (b) No tents, trailers, vans, shacks, storage buildings, communication devices, tanks or temporary or
9 accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent
10 of the ARB.

11 (c) No aerial, antenna, or satellite dish shall be placed ~~on~~ upon any Lot, or affixed in any manner to
12 the exterior of any building in THE SHORES, without specific approval by the ARB, which approval shall
13 in any event be granted if, and to the extent that, such approval is required by law. All antennas and aerials
14 must be installed within attic areas, or concealed in a manner acceptable to the ARB. Antennas, aerials or
15 satellite dishes shall not be visible from the front of the house.

16 (d) Except as otherwise provided below, no commercial vehicles, boats or off-road vehicles, pickup
17 trucks, recreational vehicles or other motor vehicles, except four wheel passenger automobiles and
18 passenger SUV's shall be placed, parked or stored upon any Lot, except service or construction companies
19 using trucks in the normal course of their business. No maintenance or repair may be performed upon any
20 boat or motor vehicle upon any Lot, or within any garage, as part of any commercial business operation.

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22 (e) No motorcycles, "dune buggies" or go carts, or other two or three wheeled motorized
23 vehicles shall be permitted on the Property, except that two wheeled motorbikes or "mopeds" shall be
24 permitted to be operated on the Property provided the following requirements are met:

25 (1) The wheels of such vehicles shall not exceed 17 inches in diameter.

26 (2) The maximum speed attainable by such vehicle shall not exceed 45 miles per hour.

27 (3) The power of such vehicle shall not exceed 5 ½ horsepower.

28 In all events, said vehicles shall be operated in a safe and cautious manner only by individuals
29 having valid driver's licenses. Further, such vehicles shall have properly operating mufflers or other noise
30 reduction equipment. The Association shall have the right to adopt more specific regulations controlling the
31 use of such vehicles on the property.

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33 (f) No tree or shrub, the trunk of which exceeds four inches in diameter as measured 5 ft. above
34 grade shall be cut down or otherwise destroyed without the prior written consent of the ARB.

35 (g) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the
36 exterior portion of any Lot, unless approved by the ARB. Any landscape or other exterior lighting shall be
37 subject to the approval of the ARB.

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39 (h) No automobile garage shall be altered or converted to any other purpose, except where a new
40 garage meeting ARB approval shall be erected in its stead. No carports shall be permitted and all new
41 garages shall be at least 24 feet wide by 22 feet deep. All garages must have doors that are to be
42 maintained in a working condition and that are operated by electric door openers. Garages shall not exceed
43 thirty eight (38') feet in width.

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45 (i) No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being

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1 the intention hereof that all such facilities shall be provided within the building to be constructed on the
2 Lot.

3 (j) A detailed landscaping plan for each home must be submitted to and approved by the ARB.

4 (k) Nothing shall be done or maintained on any Lot which may be or become an annoyance or
5 nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance,
6 such dispute or question shall be submitted to the Board of Directors, which shall render a decision in
7 writing, which decision shall be dispositive of such dispute or question.

8 (l) No sign of any kind shall be displayed to the public view on any Lot except for the following:

9 (1) Number signs on unimproved Lots.

10 During the construction of a new home, a sign no larger than 2 ft. by 3 ft (maximum)
11 containing no more than the Lot number, owners name, the builder's name, the builder's phone number, and
12 any other information as may be required by law.

13 (2) The size and design of all signs on Lots or Common areas shall be subject to the approval
14 of the ARB.

15 (m) No animals, birds or fowl shall be kept or maintained on any part of the property except dogs,
16 cats and pet birds, which must be kept thereon in reasonable numbers as pets for the pleasure and use of the
17 occupants, but not for any commercial use or purposes. All pets must be kept under control, and under leash
18 at all times if off the Lot of the Owner, and must not become a nuisance by any act.

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21 (n) (i) There shall be allowed storm protection only in the event of and during the period of time
22 of a storm likely to cause damage to the house.

23 (ii) ARB approved hurricane protection (no galvanized or plywood) which is clear, painted
24 white, or painted to match the house may be installed and remain in place only between June 1 and
25 November 30, only on the sides and back of the home. All hurricane protection must be removed from the
26 home by December 5.

27 In the event of a hurricane watch or warning, for Indian River County, Florida, ARB approved
28 hurricane protection may be installed on the front of the home as well – this must be removed within ten
29 (10) days from when the hurricane watch/warning is lifted for Indian River County, FL.

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35 (o) There shall be no change in the topography of the lot either for construction or landscaping
36 without the approval of the ARB.

37 (p) No window or wall air conditioning units shall be permitted. All exterior pumps, motors,
38 compressors, tanks, or similar mechanical devices shall be properly screened from view by such means as
39 shall be approved by the ARB.

40 (q) No exterior stairways, other than any steps leading to a primary entrance and any other ground
41 floor entrance shall be permitted.

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1 (r) No time sharing, interval ownership, or other similar division of the fee simple ownership of any
2 Lot or any single family dwelling erected thereon shall be permitted. However, this provision shall not
3 prevent the leasing of any single family dwelling to a tenant for normal single family residential purposes.
4 No home may be leased for less than fifty nine (59) consecutive days, nor shall there be more than two (2)
5 different leases in any one calendar year.

6 (s) Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and
7 shall not be visible from the street nor adjoining properties, except when appropriately placed for pick up.

8 (t) No weeds or other unsightly growths shall be permitted to grow or remain upon any Lot, and no
9 refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in
10 the event that any Owner shall fail or refuse to keep his or her Lot free of weeds, underbrush or refuse
11 piles, or unsightly growths or objects, then the Association or its authorized contractors may enter upon said
12 Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

13 (u) Owners of respective residential units shall be directly financially responsible to the Association
14 or to the abutting Lot owners for damage to installed utilities, sewer, water, landscape materials, sod and
15 drainage systems resulting from the actions of said Owner or contractors furnishing labor or materials to or
16 for said Owner. In the event the Association or the abutting Owner must repair or replace any utilities,
17 including sewer, water, drainage systems, electrical, telephone lines, sod, landscaping materials, sidewalks,
18 paving, shrubbery, trees, fences or other improvements as a result of the actions of any Owner or contractor
19 furnishing labor or materials to and for said Owner, then in that event, said Owner shall pay for the cost of
20 said repair or replacement including labor and materials and such cost shall bear interest at the maximum
21 legal rate allowed by the law in the State of Florida from the date of the expenditure for said replacement or
22 repair. In the event the Association advances funds on behalf of said Owner for repair and replacement of
23 said damaged property, said amount together with interest, court costs and attorney's fees shall be included
24 in the lien rights as set forth in this Declaration.

25 (v) With respect to the interior lakes and lagoons (surface water management system) located on the
26 property constituting common areas, the following restrictions shall be applicable:

27 (1) No power boats or other powered water craft shall be permitted.

28 (2) No docks shall be permitted.

29 (3) The Association and/or the ARB may require necessary measures to protect and beautify the
30 shore lines.

31 (4) All permitted boats and water craft utilizing the interior lakes and lagoons shall be stored
32 within the interior of the residence located on the property when not in use.

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35 (w) Tract G is designated as a site for tennis court facilities, to be maintained by the Association.
36 There shall be no lighting installed for the purpose of illuminating the tennis courts or other facilities on
37 Tract G. Provisions to the contrary notwithstanding, this restriction cannot be amended or repealed pursuant
38 to Article XIII, Section 6 of these Covenants without the written, recordable consent of the Owners of Lots
39 34, 35, 39 and 70.

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2 Section 5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations
3 concerning the use of the Common Area and Lots. Copies of such regulations and amendments thereto shall
4 be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be
5 binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such
6 regulation, rule or requirement be specifically overruled, cancelled or modified by the Board or in a regular
7 or special meeting by the vote of members holding a majority of the total votes in the Association. The
8 Board shall have the authority to impose reasonable monetary fines and other sanctions as may be provided
9 in this Declaration, and monetary fines may be collected by lien and foreclosed as provided herein.

10 Section 6. Easements for Utilities, Etc. There is hereby reserved the power to grant specific or blanket
11 easements upon, across, over and under all of the Common Area for the development of the Property and/or
12 for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems,
13 security and similar systems, and all utilities, including but not limited to water, sewers, drainage, cable
14 television, telephones and electricity. The Board of Directors of the Association shall, upon written request,
15 grant such easements as may be reasonably necessary for the development of any property made subject to
16 this Declaration. By virtue of any such easement, it shall be expressly permissible for the providing utility
17 company or other supplier of service to erect and maintain the necessary poles and other utility wires,
18 circuits and conduits on, above, across and under the roofs and exterior walls of the residences.
19 Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines
20 or other utilities may be installed or relocated on said property except as may be approved by the Board of
21 Directors or as provided herein. Should any entity furnishing a service covered by the general easement
22 herein provided request a specific easement by separate recordable document, the Board of Directors shall
23 have the right to grant such easement on said property without conflicting with the terms hereof. The
24 easements provided for in this Article shall in no way affect any other recorded easement affecting the
25 Property.

26 Section 7. Storm Drainage and Sanitary Sewer Systems. Storm drainage systems and sanitary sewer
27 systems may be located under certain lots throughout the Property(s). Any such storm drainage and sanitary
28 sewer systems shall be maintained in good order and repair by the Association unless dedicated to and
29 accepted by any private utility or public authority. To the extent required to effectuate the foregoing plan,
30 there shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the
31 storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to
32 easements in favor of all of the other Lots providing for the passage through any portion of such Lot of
33 necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted
34 and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use,
35 occupancy or enjoyment of all or any part of the Lot subject to such easements or to which such easements
36 are appurtenant.

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ARTICLE IV

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MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS; COMPENSATION1
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Section 1. Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot.

Section 2. Voting Rights. The Association members shall have one class of voting membership: All Owners shall have one vote per Lot.

Section 3. Board of Directors Compensation. No member of the Board of Directors of the Association shall receive any compensation for services rendered in such capacity.

ARTICLE V

MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of the Lot, unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Lot. No Owner shall:

- (i) decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the ARB, or
- (ii) do any work which, in the reasonable opinion of the ARB would jeopardize the soundness and safety of the Property(s), reduce the value thereof, or impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all the other Owners.

Further, each Owner shall maintain in good repair all above ground improvements and landscaping within the Lot and any easement areas located therein.

Section 2. Association's Responsibility. Except as may be otherwise provided herein, the Association shall maintain and keep in good repair the Common Area, which responsibility shall be deemed to include, but not be limited to: (1) the maintenance and repair of such utility lines, pipes, wires, glass, conduits and systems which are a part of the Common Area and (2) maintenance, repair or otherwise of all the Common Area. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair, and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense, of all trees, fences, shrubs, grass, streets, parking spaces, walks and other improvements situated upon the Common Area, if any, and (3) insurance provided herein.

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1 Section 3. Owner's Responsibility. In the event that the Board of Directors of the Association
2 determines that:

3 (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the
4 maintenance, repair, or replacement of items for which he or she is responsible hereunder, or

5 (ii) that the need for maintenance, repair or replacement which is the responsibility of the
6 Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests,
7 lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event the
8 Association, except in the event of an emergency situation, shall give the Owner written notice of the
9 Association's intent to provide such necessary maintenance, repair or replacement, at the Owner's sole cost
10 and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed
11 necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair or
12 replacement. If any Owner does not comply with the foregoing provisions of this Section 3, hereof, the
13 Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense, and
14 said cost shall be added to and become a part of the assessment to which such Owner is subject and shall
15 become a lien against the Lot owned by such Owner. Such lien shall be enforceable by the Association.

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ARTICLE VI

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INSURANCE AND CASUALTY LOSSES

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21 Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the
22 authority to and shall obtain and maintain insurance for all insurable improvements on the Common Area
23 against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious
24 mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or
25 reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public
26 liability policy covering all the Common Area and all damage or injury caused by the negligence of the
27 Association or any of its agents, which public liability policy shall have personal injury and property
28 damage combination single limit coverage of at least three million (\$3,000,000.00) dollars. Premiums for all
29 such insurance shall be common expenses of the Association. The policy may contain a reasonable
30 deductible, and the amount thereof shall be added to the face value of the policy in determining whether the
31 insurance equals at least the full replacement cost.

32 Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

33 (a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed,
34 the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of
35 such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of
36 repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital
37 improvements account. This is a covenant for the benefit of any mortgagee of a residence and may be
38 enforced by such mortgagee.

39 (b) If it is determined as provided for in Paragraph 3 of this Article that the damage or destruction

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1 for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in
2 the manner as provided for excess proceeds in Section 1(a) above.

3 **Section 3. Damage and Destruction.**

4 (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the
5 Property covered by insurance written in the name of the Association, the Board of Directors or its duly
6 authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and
7 obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged property.

8 (b) Any such damage or destruction shall be repaired or reconstructed unless at least seventy five
9 percent (75%) of the total vote of the Owners shall decide within sixty (60) days after the casualty not to
10 repair or reconstruct. If for any reason, either the amount of the insurance proceeds to be paid as a result of
11 such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both,
12 are not made available to the Association within said period, then the period shall be extended until such
13 information shall be made available; provided, however, that such extension shall not exceed sixty (60)
14 days. No mortgagee shall have any right to participate in the determination of whether the damage or
15 destruction shall be repaired or reconstructed.

16 (c) In the event that it should be determined by the Association in the manner described above that
17 the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be
18 restored to its natural state and maintained as an undeveloped portion of the Common Area by the
19 Association in a neat and attractive condition.

20 **Section 4. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are
21 paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the
22 Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against
23 all Owners and in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. If
24 the funds available from insurance exceed the cost of repair, such excess shall be deposited in the
25 Association's capital improvements account, as previously described.

26

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ARTICLE VII

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29

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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31 **Section 1. The Common Area.** The Association, subject to the rights of the Owners set forth in this
32 Declaration, shall be responsible for the exclusive management and control of the Common Area and all
33 improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and
34 repair, pursuant to the terms and conditions hereof.

35 **Section 2. Services.** The Association may obtain and pay for the services of any person or entity to
36 manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the
37 Association shall determine to be necessary or desirable for the proper operation of the Property, whether
38 such personnel are furnished or employed directly by the Association or by any person or entity with whom
39 or with which it contracts. If the Association enters into a management agreement, it shall be by written

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1 contract cancelable upon ninety (90) days written notice. The Association may obtain and pay for legal
2 and accounting services necessary or desirable in connection with the operation of the Property or the
3 enforcement of this Declaration. The Association may but shall not be required to arrange as an Association
4 expense with others to furnish water, trash collection, sewer service and other common services to each Lot.
5 It is anticipated that such contracts will be entered into when economically feasible and acceptable to both
6 parties.

7 Section 3. Personal Property and Real Property for Common Use. The Association through action of its
8 Board of Directors may acquire and hold tangible and intangible personal property and real property and
9 may dispose of the same by sale or otherwise.

10 Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and
11 enforce reasonable rules and regulations governing the use of the Lots and of the Common Area, which
12 rules and regulations shall be consistent with the rights and duties established by this Declaration.
13 Enforcement may include the imposition of reasonable fines, which if not paid when due shall constitute a
14 lien as provided in other Articles herein.

15 Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly
16 by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence
17 of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

18 ARTICLE VIII

19 ASSESSMENTS

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21
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23 Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be
24 used for the general purposes of promoting the health, safety, welfare, common benefit and enjoyment of
25 the Owners and occupants of residences and maintaining the Property(s), all as may be more specifically
26 authorized from time to time by the Board of Directors.

27 Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by
28 acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant
29 and agree to pay the Association:

30 (a) annual assessments or charges,

31 (b) special assessments, such assessments to be established and collected as hereinafter provided,

32 and

33 (c) specific assessments against any particular Lot which are established pursuant to the terms of this
34 Declaration, including, but not limited to reasonable fines as may be imposed in accordance with other
35 Articles herein.

36 All such assessments, together with interest at the highest rate allowable under the laws of the State
37 of Florida from time to time, costs and reasonable attorneys' fees, shall be a charge on the land and shall be
38 a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with
39 interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the

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Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors of the Association which may include, without limitation, acceleration of the annual assessments for delinquents; unless otherwise provided by such Board, the assessments shall be paid in quarterly installments.

Section 3. Computation. It shall be the duty of the Board of Directors of the Association, at least thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective at the annual meeting by a vote as required by the Articles of Incorporation or By-Laws of the Association; provided, however, that in the event the membership fails for any reason to approve the proposed budget or the Board of Directors of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget and the annual assessment therefore shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year, and the Board of Directors shall, without vote of the members, levy on behalf of the Association, so much of the annual assessment as is required to cover the budget. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a statement basis.

Section 4. Special Assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the assent of the membership as required by the Articles of Incorporation or By-Laws of the Association for purposes of deciding such a question; provided however, that the Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the year in which adopted.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

- (a) Liens of ad valorem taxes; and
- (b) A lien for all sums unpaid on a first mortgage to an institutional lender; duly recorded in the Public Records of Indian River County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instruments;
- (c) Any prior lien in favor of the Association.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

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1 Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments
2 which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten
3 (10) days shall incur a late charge in an amount as the Board of Directors may determine from time to time.
4 The Association shall cause a notice of delinquency to be given to any member who has not paid within ten
5 (10) days following the due date. If the assessment has not been paid within thirty (30) days from the due
6 date, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest
7 on the principal amount due plus the late charge at the maximum allowable rate from the date first due and
8 payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided
9 or permitted by law. In the event that the assessments remain unpaid after ninety (90) days from the due
10 date, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose
11 its lien. Each Owner, by acceptance of a Deed to a Lot, vests in the Association or its agents, the right and
12 power to bring all actions against him or her personally for the collection of such charges as a debt or to
13 foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien
14 provided for in this Article shall be in favor of the Association and shall be for the benefit of all other
15 Owners. The power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and
16 convey the same, shall be held by the Association, acting on behalf of the Owners. No Owner may waive or
17 otherwise escape liability for the assessments provided for herein, including by way of illustration but not
18 limitation, abandonment of his or her Lot. Additionally, the lien of the assessment provided for herein shall
19 be subordinate to the lien of any mortgage or mortgages as provided for in Section 5(b) of this Article. Sale
20 or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is
21 subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu
22 of foreclosure thereof, shall extinguish the lien of such assessments as the payments thereof which became
23 due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments
24 thereafter becoming due or from the lien thereof.

25 Section 7. Exempt Property. The Common Area shall be exempt from all the assessments created herein.

26 Section 8. Date of Commencement of Annual Assessments.

27 (a) The annual assessments provided for herein shall be due and payable in a manner and on a
28 schedule as the Board of Directors of the Association may provide

29 Section 9. Adjustment of Assessments - Building Sites Using Multiple Lots. Provisions to the contrary
30 notwithstanding, where a residential structure is constructed on two or more platted lots, for assessment
31 purposes (both annual and special assessments) one lot will be assessed in the normal way but each
32 additional lot included within the building site shall be assessed on the basis of 50% of the assessment
33 levied per lot, that is to say, that each additional lot in excess of one, included within one building site shall
34 be treated as 1/2 of a lot for assessment purposes. The lien for assessments as to such multiple lot building
35 sites shall be deemed to attach to and encumber all lots within the building site. Such assessment adjustment
36 shall become effective as of the beginning of the quarter following the issuance of a Certificate of
37 Occupancy by the Town of Indian River Shores on the residence constructed thereon.

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Section 10. Adjustment of Assessments – Elimination or Merger of One or More Lots.

Provisions to the contrary notwithstanding, if one or more platted Lots are eliminated or merged as a result of the division of one or more Lots as provided in Article III, Section 4, Paragraph (a), hereof, or otherwise, the resultant Lot which contains the largest portion of the divided platted Lot or Lots shall be deemed a multiple Lot and shall be assessed in the same manner as multiple Lots are assessed under Section 9 above, unless more than half of the divided platted Lot or Lots have become part of the Common Area.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No structure of any kind, including, without limitation, any building, fence, wall, tennis court, screen enclosure, dock, davits, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications and designs shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Furthermore, refusal of approval of design, plans and specifications by the Association may be based upon any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association shall seem sufficient.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of not less than three nor more than five designees who need not be members of the Association. Designees to the ARB shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any designee thereof shall be filled by the Board of Directors of the Association

Section 3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:

(a) Architectural Planning Criteria. To establish, modify and amend, from time to time, an Architectural Planning Criteria for THE SHORES. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed for such purpose, and at which a quorum is present and voting. Notice of any duly adopted modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each

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1 member of the Association of notice and a copy of any modification or amendment to the Architectural
2 Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or
3 modification.

4 (b) Adoption of Initial Architectural Planning Criteria. In accordance with the duties and obligations
5 imposed upon said Board as stated within the covenants of the Association, the Board of directors of the
6 Association, upon recommendation of the ARB does hereby adopt, as part of these covenants, the following
7 Architectural Criteria:

8 (i) Fencing and Walls. The composition, location and height of any fence or wall to be constructed
9 on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence
10 or walls to be consistent with the material used in the surrounding Lots and residential units. Screening for
11 garbage areas and air conditioning and soft water conditioning equipment shall be indicated on plans
12 submitted to the ARB.

13 (ii) Changes to Existing Exterior Color Plan. The ARB shall have final approval of all exterior color
14 plans, and each Owner must submit to the ARB a color plan showing the color of all exterior surfaces. The
15 ARB shall determine whether the color plan is consistent with the surrounding areas and the color plan
16 conforms with the natural color scheme of the overall aesthetics of THE SHORES.

17 (iii) Additional Landscaping. All additional landscaping to be installed by the Owner must be
18 submitted to and approved by the ARB prior to commencement of landscaping. The ARB shall make the
19 initial determination as to whether or not the additional landscaping plan for the residential units is in
20 conformity with the drainage and water retention plan of THE SHORES. In the event there is a dispute
21 between the Owner and the ARB regarding said conformity, the Association shall make the final
22 determination as to whether or not the landscaping plan shall be acceptable.

23 (iv) Equipment. All water softeners, air conditioners, pool equipment, sprinkler system equipment,
24 bottle gas, garbage or trash containers, and electrical transformers must be located underground or placed
25 within screened or walled-in areas so that they shall not be visible from adjoining lots or streets. The method
26 and manner of said screening must be submitted to and approved by the ARB prior to commencement of
27 said screening. No portion of any lot shall be used as a drying or hanging area for any laundry of any kind.
28 In addition to and not limiting the foregoing, air conditioner compressors and electrical transformers shall be
29 similarly screened from view and buffered by a wall or shrubbery so as to reduce the noise level resulting
30 from operation thereof.

31 (v) Additional Criteria. Additional criteria, together with modifications of the aforementioned, may
32 be approved by the ARB from time to time, provided such modifications and amendments be in written
33 form, executed with the formalities of a deed, and recorded as amendments to this covenant in the Public
34 Records of Indian River County, Florida. All such additional criteria shall be consistent with the terms and
35 provisions of this Declaration unless otherwise approved by the Board of Directors of the Association.

36 Section 4. Procedure Before the ARB. Prior to the commencement of any work on any Lot contemplated
37 for improvement, an applicant must submit to the ARB three (3) complete sets of plans and specifications
38 for any improvement or structure of any kind, together with such fully executed application form and fees as
39 may then be required by the ARB and such additional information as required by this Declaration. No later

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1 than thirty (30) days after receipt of said plans and specifications, the ARB shall respond to the
2 application in writing by approving said application, or disapproving said application. In the event the ARB
3 fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved. In
4 the event of disapproval of plans and/or specifications as submitted, no work or construction shall be
5 commenced in furtherance of the proposed improvement. In the event of approval of said plans and
6 specifications, the applicant shall provide the ARB with written notice of the completion of the staking of
7 the property. No further work shall be performed upon the property until the ARB has inspected the
8 premises and approved said stakeout. In the event the ARB fails to respond within forty-eight (48) hours
9 (excluding Saturdays, Sundays and legal holidays) after receipt of said notice, said work shall be deemed
10 approved and this requirement shall be deemed waived by the ARB

11 Section 5. Time Limitation on Completion of Construction. The ARB shall have the right to set a
12 completion date for all construction or landscaping so as to preserve the aesthetics of the surrounding areas.
13 . If said date is not met, fines, as recommended by the ARB, and determined by the Board of Directors, may
14 be imposed on the Owner. Neither construction trash bins, nor porta-potties are permitted to be placed or
15 remain on any Common Area.

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ARTICLE X

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USE RESTRICTIONS AND RULE MAKING

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Section 1. Authority and Enforcement. The Association shall be used only for those uses and purposes
set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make
and to enforce reasonable rules and regulations governing conduct, use and enjoyment of the Lots and the
Common Area, provided that copies of all such rules and regulations be furnished to all owners. If any
Owner violates any Covenant, Restriction or Bylaw, the Board of Directors of the Association shall have the
power to impose reasonable fines which shall constitute a lien upon the Lot owned by such Owner and to
suspend an Owner's right to vote and to use the Common Area. Such suspension may be for the duration of
the infraction and may continue for an additional period thereafter not to exceed thirty (30) days. Such
Board shall be authorized and empowered to begin any action in any court on behalf of the Association and
all Owners to abate any nuisance or otherwise enforce this Declaration.

Section 2. Procedure. The Board of Directors of the Association shall not impose a fine, suspend voting
or seek to enforce this Declaration for violations of rules unless and until the following procedure is
followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the
alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and

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(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing if the violation is continuing.

(b) Notice. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same Covenant, Restriction, or Bylaw is subsequently violated, the Board shall serve the violator with written notice of a Hearing to be held by the Board in executive session. The notice shall contain

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence and witness on his or her behalf; and

(c) Hearing. The hearing shall be held, consistent with Florida Statutes, by an independent hearing board comprised of residents not on the Board of Directors, nor related to members of the Board of Directors. The Hearing Board shall consider the penalty(s), if any imposed by the Board, and response of the Owner, (or his/her designee) affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the Deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for herein. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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1 Section 3. Duration and Term. The covenants, provisions, agreements and restrictions of this
2 Declaration shall run with the title to the Property and be binding on and inure to the benefit of and be
3 enforceable in accordance with its terms by the Association, each Owner and their respective legal
4 representative, heirs, successors and assigns for a period of ten (10) years from the date this amended
5 Declaration is recorded, after which time said covenants, provisions, agreements and restrictions shall
6 automatically be extended for successive periods of ten (10) years each, unless instruments signed by the
7 then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate the covenants,
8 provisions, agreements and restrictions herein contained in whole or in part.

9 Section 4. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or
10 executes a contract for deed of any Lot (including without limitation any improvement constructed thereon)
11 the Owner will be required to give to the Association in writing the name of the purchaser, lessee or
12 mortgagee of the property.

13 Section 5. Additional Remedies for Violation. Notwithstanding any provision set forth in this
14 Declaration, the Association, shall have the right in addition to any other remedies to proceed at law or in
15 equity to compel compliance with the terms of any conditions, covenants, restrictions, provisions or
16 otherwise of this Declaration and to prevent the violation or breach of any of them, and the expense of such
17 litigation shall be borne by the then Owner of the portion of the Property alleged to be in violation provided
18 such proceeding results in the finding that such Owner was in violation of said covenants, provisions or
19 restrictions. Such expenses of litigation shall include reasonable attorneys' fees incurred by the Association
20 in seeking such enforcement at the trial and Appellate level.

21 Section 6. Amendments. This Declaration may be amended at any time and from time to time upon the
22 execution and recordation of an instrument executed by Owners holding not less than two-thirds of the
23 voting interest of the membership.

24 Section 7. Indemnification. The Association shall indemnify every officer and director, committee
25 member, (standing or ad hoc), or volunteer, against any and all expenses, including reasonable counsel fees,
26 reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other
27 proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to
28 which he may be made a party by reason of being or having been an officer or director at the time such
29 expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence,
30 or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The
31 officers and directors shall have no personal liability with respect to any contract or other commitment made
32 by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may
33 also be members of the Association) and the Association shall indemnify and forever hold each such officer
34 and director free and harmless against any and all liability to others on account of any such contract or
35 commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to
36 which any officer or director, or former officer or director, may be entitled. The Association shall as a
37 common expense maintain adequate general liability and officers and directors liability insurance to fund
38 this obligation.
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1 Section 8. Any action proposed by any committee, and then approved by the Board of Directors,
2 must be re-submitted to the Board for re-approval if substantive changes are made to the original proposal.
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4 ARTICLE XII

5 USAGE
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7 Whenever used herein, the singular shall include the plural and the use of any gender shall include
8 all genders.
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11 ARTICLE XIII
12 EFFECTIVE DATE
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14 This amended Declaration shall become effective upon its recordation in the Public Records of
15 Indian River County, Florida, whereupon this declaration shall supersede the declaration of Covenants,
16 Restrictions, Limitations and agreements for the Shores Subdivision dated January 14, 1984, as amended by
17 the First Amendment thereto, dated March 21, 1984.
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21 EXHIBIT A

22 Exhibit A : Legal Description:
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24 Commencing at the Northeast Corner of Gov't Lot 2, Section 1, Township 32 South, Range 39 East, Indian
25 River County, Florida, thence 500'00'18" E on the East Line of Gov't Lot 2, a distance of 1567.31 feet to
26 the shoreline of the Indian River, thence 500'08'18" E on a projection of the East line of Gov't Lot 2, a
27 distance of 260.00 feet more or less to the North Line of the Eastside borrow canal as described in a deed
28 obtained from the trustees of the Internal Improvement Fund of the State of Florida and filed in O.R. Book
29 183, Page 108, on Dec 11, 1963, in the public records of Indian River County, Florida. Thence run N
30 83°28'18" W along aforesaid borrow canal Right-of-Way a distance of 570.00 feet to a point on said North
31 Right-of-Way. Thence run S 88°51'42" W a distance of 500.00 feet to the West Right-of-Way of spoil area
32 I.R. - 5. Thence run N 16°20'02" E a distance of 270.00 feet to the South Boundary of Gov't Lot 2, and the
33 Southeasterly shore of the Indian River; thence meander westerly along the aforesaid Southeasterly shore of
34 said river to a point which is 2050.00 feet West of the East line of Gov't Lot 2, thence run North and parallel
35 to the East line of Gov't Lot 2, a distance of 1450.00 feet to a point which is 270.00 feet South of the North
36 line of Gov't Lot 2, thence N 22°03'53" for 253.35 feet; thence S 89°57'05" E along a line 35.00 feet South
37 of and parallel with the North Boundary of said Gov't Lot 2 for 1694.00 feet to a Point of Curvature, thence
38 Northeasterly along a circular curve to the left having a radius of 1026.12 feet a central angle of 15°00'28"
39 for an arc distance of 268.78 feet to the Point of Beginning.
40

41 Containing 78.0 Acres, more or less
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1744752 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN
RIVER CO FL, BK: 2021 PG: 1825, 04/19/2006 04:29 PM

This Instrument Prepared by and Return to:
CHARLES W. McKINNON, ESQUIRE
5070 North A1A, Suite 200
Vero Beach, Florida 32963
Courthouse Box 87

**CERTIFICATE OF AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS, LIMITATIONS AND AGREEMENTS
OF
THE SHORES PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, being the President and Secretary of **The Shores Property Owners Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the property owners of lots in the above-named subdivision, held on the 28th day of March, 2006, in accordance with the requirements of Florida law, and of the Declaration, recorded in Official Record Book 678, beginning at Page 176, Public Records of Indian River County, Florida, not less than two-thirds (2/3), of the voting members in the aforementioned condominium affirmatively voted to amend the Declaration as hereinafter set out.

Article III, PROPERTY RIGHTS, Section 4. Regulation of and Use of Lots, paragraph (n) (i), and (ii) have been deleted in its entirety and replaced herewith a new paragraph (n) (i), (ii), (iii), and (iv) to read as follows:

(n) (i) Hurricane shutters may not be installed or closed in the months of January, February, March, April, May or December.

(ii) Only ARB approved hurricane shutters which are either clear, painted white, or painted the color of the house upon which they are installed, may be installed or closed in the months of June, July, August, September, October and November in any year.

(iii) Notwithstanding any of the above, hurricane shutters designed to protect pool and/or patio screens may not be installed without the ARB's prior written approval which may include requirements that incremental screening in the form of trees, plants or shrubs be installed to buffer the hurricane shutters.

(iv) Notwithstanding any of the above, in the event a hurricane watch or hurricane warning is issued for Indian River County, Florida or within a one hundred (100) mile radius of Indian River County, Florida, any form of storm protection devices may be installed on a building or other improvement and remain in place for up to ten (10) days after the hurricane watch or hurricane warning is lifted.

BK: 2926 PG: 543

BK: 2021 PG: 1826

IN WITNESS WHEREOF, the undersigned President and Secretary of have executed this Certificate of Amendment to the Declaration of Covenants, Restrictions, Limitations and Agreements this 10 day of April, 2006.

**THE SHORES PROPERTY OWNERS
ASSOCIATION, INC.**

By: Paula S. Augustine
President (SEAL)

ATTEST:
By: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)ss:

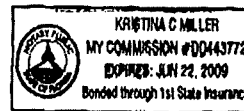
I HEREBY CERTIFY that before me, a Notary Public, personally appeared Paula Augustine as President of THE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 10 day of April, 2006.

Kristina C Miller
Name: [Signature]
Notary Public, State of Florida

(Affix Seal)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____



This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

1@ \$10.00	= \$	10.00
2@ \$ 8.50	=	17.00
Total:	\$	27.00

**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS AND AGREEMENTS
OF
THE SHORES PROPERTY OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, being the President and Secretary of **THE SHORES PROPERTY OWNERS ASSOCIATION, INC.**, hereby certify that at a duly called meeting of the Lot Owners of the Association, in accordance with the requirements of Florida law, the Bylaws of **THE SHORES PROPERTY OWNERS ASSOCIATION, INC.** and the Declaration of Covenants, Conditions, Restrictions, Limitations and Agreements for **THE SHORES SUBDIVISION**, as originally recorded in Official Record Book 678, Beginning at Page 176 Public Records of Indian River County, Florida, and as subsequently amended, not less than two-thirds (2/3) of the voting interest of the membership, affirmatively voted to amend the Declaration of Covenants, Conditions, Restrictions, Limitations and Agreements as hereinafter set out.

I. Article III, Section 4, Paragraph (a) The Property subject to this Declaration may be used for single family residential living units, and for no other purpose. No business or commercial structure may be erected on any Lot or portion thereof. No commercial venture involving goods for sale, manufacturing of any type of commercial product, direct visitation by customers or nonresident parties, real estate or other For-Sale open houses intended for the general public, with the following limited exception: Open Houses will only be allowed between the hours of 12:00 p.m. and 4:00 p.m. on Sundays. The Owner or their Agent must notify the appropriate administrative assistant at the Association's Management Company no less than four (4) days in advance of an Open House. An Open House requires the following:

1. An appropriate advertisement in the local media.
2. A copy of the advertisement to the Association's Management Company. The Association's Management Company will contact the access control personnel so that they will be prepared to greet anyone coming to an Open House. The control access personnel will note the license plate and name of anyone coming to an Open House.
3. The Owner or their Agent must provide appropriate maps or directions for the access control officer to give to the Open House visitor.

4. Signs advertising an Open House in The Shores or on any area or road outside The Shores will invalidate any general public limited Open House, and visitors to such an Open House will be turned away.

No building or other improvement shall be erected upon any Lot without prior ARB approval thereof, as elsewhere herein provided. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of The Shores. No Lot shall be divided, subdivided, or reduced in size, except as it increases the size of the Common Area or an adjacent Lot or Lots, to be developed as a whole, with Unity of Title, and does not result in noncompliance with the requirements of Paragraph (a). In the event that more than one full platted Lot is developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as otherwise provided under Article VIII, Sections 9 and 10 hereof.

II. Article III, Section 4, Paragraph (d) Except as otherwise provided below, no commercial vehicles, boats or off-road vehicles, recreational vehicles including golf carts that do not have special approval from the ARB, or other motor vehicles, except four wheel passenger vehicles, which include non-commercial pickup trucks and SUVs shall be placed, parked or stored upon any Lot, except service or construction company trucks used in the normal course of their business. No maintenance or repair may be performed upon any boat or motor vehicle upon any Lot, or within any garage, as part of any commercial business operation.

III. Article III, Section 4, Paragraph (t) Maintenance of Unimproved Lots: any Lot which does not have a dwelling on it must be maintained periodically and kept in a neat condition.

No unsightly growth shall be permitted upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or remain on any unimproved Lot. All vacant Lots shall be mowed at the direction of the Association, a minimum of six (6) times per year. The cost of these mowings will be an assessment against the Lot. In the event that any owner shall fail to keep his Lot free of weeds, refuse piles or other unsightly growth or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner. Such entry shall not be deemed a trespass. The cost of the removal shall be an assessment against the Lot. Notwithstanding the foregoing, no tree or shrub, the trunk of which exceeds four (4) inches in diameter as measured at a point on the tree four (4) feet above the grade, shall be cut down or otherwise destroyed without the prior written consent of the ARB.

On an annual basis, all vacant Lots shall be tree and Palm pruned at the direction of the Association at the Owner's expense.

For health and safety reasons, all vacant Lot Owners must have all necessary elevation adjustments made to ensure that water drains off of the property after heavy rain. This will prevent pooling and a mosquito breeding environment. If such elevation adjustments are required, the

Owner must have the work completed within two months after notification by the ARB. If such work is not completed, the Association will, with notice to the Owner, complete the work and the cost of the work will be an assessment against the Lot.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment, this 13 day of January, 2016. 7

THE SHORES PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
President

(CORPORATE SEAL)

ATTEST:

By: Nancy A. Laurie
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that before me, a Notary Public, personally appeared David Morgan and Nancy A. Laurie, respectively the President and Secretary of The Shores Property Owners Association, Inc., who ☐ have produced _____ as identification or who ☒ are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this _____ day of _____, 2016.

[Signature]
Print Name: Julie Barrett
Notary Public, State of Florida at Large (Affix Seal)

