

PREPARED BY AND RETURN TO:
Seth D. Chipman, Esq.
3490 N. Hwy US 1
Cocoa, FL 32926

FIRST RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MONACO ESTATES

THIS FIRST RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for MONACO ESTATES ("Restatement"), is made this 1st day of January 2013, by the MONACO ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), pursuant to the Declaration of Covenants, Conditions and Restrictions For Monaco Estates (the "Declaration") as recorded in Official Records Book 3743, Page 0005, and as thereafter amended. The undersigned hereby executes this Restatement for the purpose of consolidating and restating the previously filed Declaration and amendments. Nothing in this Restatement purports to otherwise alter or amend the Declaration as amended.

WITNESSETH:

WHEREAS, Monaco Estates Development, Inc. (the "Developer") held fee simple title to all of the lots shown on the Plat of MONACO ESTATES SUBDIVISION according to the plat thereof, as recorded in Plat Book 43, at Pages 58 and 59, Public Records of Brevard County, Florida, hereinafter referred to in the aggregate as the "Subdivision" and in its several parts as "Lot" or "Lots," which is more particularly described in Exhibit "A" hereof and which is platted as:

MONACO ESTATES SUBDIVISION
Section 8, Township 27 South, Range 37 East
City of Melbourne, County of Brevard, Florida and

WHEREAS, the Developer has conveyed, or otherwise utilized the Subdivision subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth or in the plat provided; and

WHEREAS, the Developer relinquished its control of the management of the Subdivision to the Monaco Estates Homeowners Association, Inc. (the "Association") by virtue of the Subdivision turnover on or about May, 1998; and

WHEREAS, the property owners of Monaco Estates Subdivision, hereafter often referred to collectively as "Monaco Estates," by virtue of their ownership of land in the County of Brevard, State of Florida, more particularly described in Exhibit "A", constitute and are members of the Monaco Estates Homeowners Association, Inc., a not for profit Florida Corporation, hereafter often referred to as the "Association;" and

WHEREAS, all of the real property described in Exhibit "A" attached hereto is and shall be subject to restrictions for the mutual benefit and protection of itself and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof,

NOW, THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof. Said restrictions, covenants and conditions are as follows:

DEFINITIONS

"ARC" shall mean and refer to the Architectural Review Committee appointed by the Board of Directors pursuant to Article II and having the responsibilities set forth therein.

"Association" and "Homeowners Association" shall both mean and refer to "MONACO ESTATES HOMEOWNERS ASSOCIATION, INC.," a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

"Board" shall mean the Board of Directors of the Association.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as A&B, on the plat of MONACO ESTATES as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association.

"Conservation Easement Area(s)" shall mean and refer to those Common Areas designated as such as shown on the plat, if any.

"Declarant" shall mean and refer to MONACO ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls erected by the developer, his successor(s) in interest or the Association (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Monaco Estates Subdivision.

"Member" shall mean members of the Association.

"Owner, Lot Owner or Property Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697 Florida Statutes.

"Rear fence line" or "rear building setback line" shall mean a twenty (20) foot setback from the rear of the property line.

"Subdivision" shall mean that property platted as Monaco Estates Subdivision, the legal description of which is described above.

"Surface Water or Stormwater Management System" means and refers to all lands designated on a plat or plats encompassing a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION UNLESS STIPULATED IN THE BY-LAWS OR OTHER GOVERNING DOCUMENT

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting on the Common Areas; maintaining the drainage easements, Conservation

Easement Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3. Membership.

Association members shall be all Lot Owners, and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 4. Membership Vote.

Voting will be allowed by each voting member of the Association in person or by proxy, on all issues that require a vote by the full Association. Voting in elections to the Board of Directors may be conducted in person, by proxy, or written ballot. The maximum number of votes that may be cast is the sum of all votes held by qualified Association members either present in person, or by written proxy at the time the vote is taken at a meeting. The number of votes needed for a quorum on any vote in person or by written proxy, or written ballot of the Association members shall be a minimum of thirty percent (30%) of the sum of all the votes held by qualified Association members. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners that represent the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a member must not be more than ninety (90) days delinquent with regard to any monetary obligation due to the Association. If a member is more than ninety (90) days delinquent with regard to any monetary obligation owed to the Association, then the Association may suspend the voting rights of that member.

ARTICLE II ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control and Review Committee.

(a) There shall exist an Architectural Control and Review Committee (hereinafter referred to as "Architectural Review Committee"), hereafter referred to as "ARC", which shall consist of three (3) or more persons who need not be members of the Association.

(b) All members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Members of the ARC may include members of the Board of Directors and property managers retained by the Association.

(c) The ARC shall provide a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the Monaco Estates Subdivision. In addition, the ARC shall recommend, from time to time, to the Board of Directors modifications and/or amendments to the Architectural Planning Criteria which may be required.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the ARC.

(b) Two sets of construction plans and specifications shall be submitted to the ARC showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 may be charged by the Association for processing application and plans for each submission. The ARC shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the ARC's approval or disapproval of any project. Said written notice may be signed by any one member of the ARC Committee.

(c) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The ARC shall have the right, in its sole discretion based upon these Covenants, Conditions and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

(d) In the event there is a violation of the Covenants, Conditions and Restrictions or a violation and/or breach, thereof, a fine may be imposed by the Board of Directors upon recommendation by the ARC. This will include commencement of improvements not approved by the ARC and/or improvements made which vary from those approved. It shall be deemed as if approvals were not given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence may be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements are corrected to comply with an approval given. If after 120 days from the date the first fine is assessed and the non-compliance has not been corrected, the ARC may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to make said assessment every 120 days until the violation has been corrected.

Section 3. Clearing. Maintenance of Lots. Common Area Restoration.

If any unauthorized clearing, including but not limited to the removal of any trees, shrubs, or other vegetation, takes place on any Lot or Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The restoration plans as to location of plant material, size, and type must be submitted to the ARC for approval. If the Owner of any Lot (or his contractors, agents or invitees) has cleared without written authorization of the ARC or a Lot Owner fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the ARC, then the ARC may complete the required restoration. The cost to the Association of said restoration shall become a lien against the Lot which may be enforced in the same manner as enforcement of Assessments as set forth herein.

Lots designed to have a rear or side yard berm or swale shall be maintained by the owner of the respective Lot in accordance with the original purpose in which the berm or swale was constructed.

Section 4. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A typical or several master landscape plan(s) may be submitted to management for approval by the ARC in accordance with regulations herein. This plan may be altered to accommodate any existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted

with trees, shrubs, flowers, or sodded including all easements and right of ways directly in front, side and rear of all lots as approved by the ARC. All lake lots must sod down to the water's edge.

(b) Two (2) street palm trees shall be planted in a location between the sidewalk and the curb as determined by the ARC. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(c) A minimum of five (5) 3 gallon shrubs must be planted in the front and side yard of each residence. This requirement shall meet or exceed City of Melbourne landscape code, whichever is greater.

(d) All lots shall be fully sodded with floritam sod and shall include a sprinkler system. Each Lot shall be entirely sodded including all easements, right-of-ways and common areas directly in the front and rear of all Lots. All Lots that have lot frontage on a lake must be sodded, maintained and irrigated by the Lot Owner down to the waterline, in the area directly behind the Lot line down to the water's edge.

Section 5. Roofs, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12 unless approved. All roofs shall be pitched except for those areas over porches and patios.

The ARC must approve the type, color, and style of all shingle and roof covering materials. Shingles must be fungus-resistant 240 lb. architectural grade dimensional shingles, or higher quality. The ARC may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 6. Exterior Covering, Siding, Driveways and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the ARC as to type, color, and texture of the material.

All paint used on the exterior body of any residence or driveway shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence or driveway. A written approval listing the manufacturer and paint sample, number of all paint colors including body and trim paint must be submitted for each residence to the ARC.

Section 7. Overhead Garage Doors.

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used unless approved. Garage doors should remain closed when not in use.

Section 8. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,150 square feet for a residence. Garages shall not be converted to living space, and no carports shall be permitted.

Section 9. Building Location.

No building, other than that allowed by City Code, shall be located on any Lot nearer than 20 feet to

the front Lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 10. Post Lights.

Each residence constructed shall be required to install and maintain an electric or gas exterior post light in the front set back area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each lot. The type and location of the post light shall be determined by the Association. The color of the post and fixture shall be black.

Section 11. Street Address Numbers and Mail Boxes.

The location type and color of street address numbers shall be as uniform as possible on each residence as determined by the Association. All mail boxes shall be uniform as to type, color and design as determined by the Association. Unless an alternative is otherwise approved by the Association, each mailbox shall have a 4" x 4" post, painted black and the black mail box shall be of a standard size. The location and type of the mail boxes shall be determined by the Association.

ARTICLE III GENERAL RESTRICTIONS – USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on a Lot or Common Area(s) or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the ARC and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot Owner.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Maintenance and Repair.

Improvements including fencing and landscaping placed or maintained on a Lot shall at all times be

maintained in good condition and repair.

Section 6. Completion of Construction.

All construction and landscaping approved by the ARC shall be completed within six (6) months from the date of written approval. The ARC may grant a greater period of time to complete said construction or may grant an extension of said six-month (6) period.

Section 7. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that: buildings necessary for construction or sales taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Association.

Section 8. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used for a project approved by the ARC and is used for the construction of buildings or structures upon the Lot on which the material is stored.

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

Section 9. Fences. Walls. Hedges. Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the ARC.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the ARC.

(c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence. With respect to any Lot adjoining a lake or retention area, no fence or wall shall be constructed behind the rear building setback line (the "rear fence line") of the residences on any such Lot except upon the granting of a variance by the ARC in accordance with the following guidelines and procedures:

- i. An application, including plans and specifications for the fence must be submitted to the ARC and processed as set forth in Article II and this section.
- ii. The ARC shall have the right, in its sole discretion, based upon these Covenants and

Restrictions, to approve or disapprove the variance.

- iii. The Lot Owner must demonstrate to the ARC a special safety need for the fence based upon the physical, mental or medical condition of a full time occupant of the Lot. Such condition must be substantially similar to one of the following conditions:
 - a. An occupant who is under the age of ten (10);
 - b. An occupant, regardless of age, who is functioning at a mental level below that of age ten (10), based upon the determination made by an appropriate doctor in writing;
 - c. An occupant who is unable to swim and the lake may present a potential hazard as a result of a physical and/or mental disability as confirmed in writing by an appropriate doctor.
- iv. The variance shall not be permanent in nature and shall expire upon the termination/elimination of the physical, mental or medical condition forming the basis of the original variance granted, whether by a child reaching the age of ten (10), the sale of the residence to new owners with no special conditions or otherwise. The fence shall be removed within thirty (30) days of variance expiration.
- v. No variances will be granted on the need to fence or protect pets, nor will a variance be granted solely because an occupant has not learned to swim.
- vi. No variance permitting a solid wall will be granted.
- vii. No variance permitting a fence exceeding 4 feet in height will be granted.
- (d) No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.
- (e) All fences to be constructed in the Subdivision shall be of uniform design and finish. The type and style shall be decided by the ARC. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location and confirming the use of the pre-approved style and color of the proposed fence or wall to the ARC for approval.

Section 10. Animals. Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 11. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 12. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and

proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 13. Parking.

The parking of commercial vehicles, or any vehicle advertising a business and/or service, which description shall include cars, trucks, tractor-trailers, semi-trailers, and commercial trailers, is prohibited at any time on driveways, on said premises, on common areas, or on the public streets of said subdivision, except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or with (6') foot fence screening, if approved by the ARC so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 14. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit.

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings or Common Area vegetation. In the event an Owner does damage wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification the Association Board of Directors. The Owner may be fined as provided herein.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 15. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the ARC in writing prior to construction.

Section 16. Signs.

Except for signs permitted by the Association and except for signs utilized by the property owner to

advertise dwelling units for sale and except as otherwise permitted by the Association, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry or as allowed by City or County code, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 17. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the ARC. **Trash shall be placed in proper receptacles when put out for collection. When being stored, trash containers must be placed in the garage or placed so they are not visible from the street.**

Section 18. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or other Lot owner(s).

Section 19. Preservation of Common Areas.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any common area, easement or preservation area without first obtaining written approval from the ARC. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 20. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 21. Open Burning.

Open burning to reduce solid waste, or for any other purpose, on any Lot is not permitted.

Section 22. Swimming Pools.

A swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the ARC. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the ARC. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad. All pools are required to receive a building permit by the local governmental authority prior to any construction.

Section 23. Right to Inspect.

The Homeowners Association's Board of Directors or ARC may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 24. Antennae, Aerials and Satellite Dishes.

The Federal Communications Commission has published rules that govern the right of homeowners to receive programming from direct broadcast satellite (DBS), multi-channel, multi-point distribution (wireless cable) service (MMDS) and television broadcast stations (TVBS). The Association is prohibited from the following:

- (1) Restrictions that impair the installation, maintenance or use of antennae to receive video programming as well as satellite dishes which are less than thirty-nine (39) inches in diameter.
- (2) Restrictions that unreasonably delay or prevent, or unreasonably increase the cost of, the installation, maintenance or use of such antennae, or which preclude the reception of an acceptable quality signal.

The Association does not have the right to regulate the above-described telecommunications equipment with respect to landscaping and safety. When possible, all exterior antennae or aerials shall be placed in the rear or side yard, in such a manner as to be as unobtrusive as possible. Any matter of safety will be handled on a case by case basis by the Association.

Any homeowner who wishes to install an antenna or a satellite dish should submit a sketch showing its location relative to the home to the ARC.

Section 25. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The ARC may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any basketball standards shall be constructed of uniform black enamel pole and white backboard or as otherwise approved by the ARC and shall be a minimum of twenty (20) feet from any paved public street.

Section 26. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the ARC. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 27. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 28. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than ten (10) feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 29. Tanks.

No permanent above ground oil, petroleum or chemical tanks, or bottled gas tanks may be placed on Lots containing residences.

Section 30. Structures in Side Yard Easements.

No enclosures of any kind are permitted within the side yard easement.

ARTICLE IV PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive 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 the following provisions:

(a) The right of the Association to sell, lease, dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility, or other entity for such purposes and subject to such conditions as may be agreed to by the Association, provided no such dedication or transfer shall be effective unless:

- (i) such dedication or transfer is approved by the affirmative vote of at least 30% of Members; and,
- (ii) the approval of such dedication or transfer has been properly recorded; and

(b) That the Conservation Easement Areas, if any, be left in their natural condition as set forth in Section 7 herein below.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

"The Lease Premises are a part of a Subdivision. All persons occupying property in Monaco Estates are required to observe the Covenants, Conditions and Restrictions of the Monaco Estates Development Homeowners Association, Inc. Copies of all Covenants, Conditions and Restrictions are to be obtained from the Landlord."

In addition, all Owners leasing their Lots or Homes are required to provide the Association the names and addresses and phone numbers of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions and Rules of Conduct that may be promulgated or posted.

Section 5. Damage by Lot Owners including Builders.

The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or

replacements resulting from the actions of the Owner's contractor or other entity acting on an Owner's behalf in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants. Provided however this shall not apply if there are insurance proceeds available to pay for damage in full.

Section 6. Motor Boat Use Restriction.

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vehicles may be used in wetland areas within the Conservations Easement Areas.

Section 7. Conservation Easement Areas As Designed on the Record Plat.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("District"), its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- (a) The construction, installation, or placement of signs, buildings, fences, walls, roads, or any other structures and improvements on or above the ground of the Conservation Easement Areas; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and
- (d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and
- (e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition; and
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- (g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Association, District, and their successors and assigns shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner; to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the St. Johns River Water Management District, its successors and assigns by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River

Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Association, the District, and to their successors and assigns.

Section 8. Maintenance and Operation of Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

The Builder has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repairs of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allows the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St Johns Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 9. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements within Common Areas if said duty is not assumed by any governmental agency pursuant to any dedication agreement. It shall be the duty of a Lot Owner to maintain the drainage easement located on said individual Lot. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not, be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drain ways must be as permitted, or as approved by St. Johns River Water Management District and City of Melbourne pursuant to a permit modification.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the

Common Areas or by disputing the purpose of the assessment or for any other reason.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants, Conditions and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment as determined by the Board. Initially, annual assessments shall be payable in one annual installment. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association if not paid. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall ~~only~~ be payable upon conveyance of a Lot to a Home Owner Member, and at the beginning of each fiscal year of the Association thereafter.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 50% of the membership. The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

(a) The annual assessment shall be set by the Association and may be increased each year by up to 10% above the previous year without a vote of membership.

(b) The maximum annual assessment may be increased by more than said 10% only by a majority vote of those needed for a quorum of 50% of voting homeowners. The vote should be by certified written ballot mailed to each owner thirty (30) days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

ARTICLE VI ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby

authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within ten (10) days after the due date shall accrue an administrative late charge of \$25.00 or 10% of the amount due, whichever is greater, plus interest beginning ten (10) days from the due date at the rate of 18% per annum until paid. The Association may bring an action against the Owner of the Lot personally for non-payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within thirty (30) days of receipt of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said thirty (30) days receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine accrual at the time of filing this Declaration is \$50.00 per day with a limit of \$1,000.00 per occurrence, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage, but not to any other mortgage, loan, etc. Such subordinations shall apply only to the assessments

which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage, Sale or transfer of any Lot shall not affect any assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, mortgage company or insurance authorized to transact business in the State of Florida.

ARTICLE VII RIGHTS RESERVED BY ASSOCIATION

Section 1. Easements for Utilities.

The Association reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Association may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by the Association are and shall remain private easements and the sole and exclusive property of the Association, to be held or else conveyed in the Association's discretion to utility companies, or appropriate government agency.

Section 2. Drainage.

Drainage flow shall not be obstructed or diverted from drainage easements. The Association may but shall not be required to cut drainways for surface water drainage and other utility repairs wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drainways must be permitted or as approved by the St. Johns River Water Management District and City of Melbourne pursuant to a permit modification. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3. Maintenance Easement.

The Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration. Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the

date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

This Declaration may be amended in whole or in part upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken by vote of approval, by proxy or in person at any annual or special meeting of the Association so long as written notice of such proposed action or amendment is given thirty (30) days prior to the meeting or scheduled vote. No such amendment shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

The foregoing notwithstanding, any amendments to the covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. Johns River Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least 50% of the total membership vote.

Section 4. Notices.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

Section 5. Effective Date.

This Restatement to the Declaration shall become effective upon its recordation in the Public Records of Brevard County, Florida.

Section 6. Indemnification.

Every officer of the Association, including the Board of Directors, Architectural Review Committee and any other Association board or committee shall be indemnified by the Association up to the limits of the Association's Directors and Officers Liability insurance policy coverage against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of his being or having been an officer of the Association, whether or not he/she is an officer at the time such expenses are incurred, except in such cases wherein the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Any claim for reimbursement of indemnification hereunder based upon a settlement by said officer shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer may be entitled.

IN WITNESS WHEREOF, the undersigned has caused this Restatement to the Declaration to be duly recorded as provided by law.

Signed, sealed and delivered
in the presence of:

MONACO ESTATES DEVELOPMENT, INC.

Scarlett Huber
Witness

Michele L. Janowski
Witness

BY: [Signature]
Print Name: Benjamin Plechatz
Title: President
Address: 1653 Cape Palos Dr

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 12 day of January, 2012, by BENJAMIN PLECHATZ, President of Monaco Estates Homeowners Association, Inc., on behalf of the corporation who produced PERSONALLY KNOWN as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

