

## **MOORINGS COVENANTS & RESTRICTIONS**

All residents of the Moorings should familiarize themselves with the "Restrictions Relating to the Moorings" document. It was written and recorded by the developers of the property to maintain desirable living standards and preserve our property values. They have the force and effect of law.

The Moorings Association Review Committee must first approve any new construction, such as buildings, walls, fences, seawalls, and docks. Information pertaining to this can be found in Paragraphs 2 and 22. Please check with your Street Representative or Moorings Association Review Committee before proceeding with new construction.

RESTRICTIONS RELATING TO  
THE MOORINGS  
as shown by the plat of said subdivision  
recorded in Plat Book 20, Page 67,  
Public Records of Brevard County, Florida

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned, T. O. L. Inc., is the owner in fee simple of that following described real estate in Brevard County, Florida:

All that tract of land known as THE MOORINGS,  
in Brevard County, Florida, as shown by the  
plat recorded in Plat Book 20, at page 67,  
Public Records of Brevard County, Florida.

WHEREAS, the said owner is desirous of placing certain covenants and restrictions upon the use of the aforementioned property, said covenants and restrictions to run with the title to said property or any part of it.

NOW THEREFORE, for and in consideration of the premises and mutual promises herein made and other valuable considerations, the said owner for itself, its successors, legal representatives, and assigns, hereby restricts the use, as hereinafter provided, all of the above described property as follows, to wit:

1. CONTROL: For the purpose of insuring the development of the lands platted as THE MOORINGS as an area of high standards, the owner reserves the power to control the building structures and other improvements placed on each lot.
2. PLANS APPROVAL BY COMMITTEE: Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or structure shall be placed upon such lots unless and until the plans and specifications therefore, and plot plan, have been approved in writing by the committee hereinafter named. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specification therefore and plot plans so approved. Refusal of approval of plans and specifications may be based on any ground, which, in the sole and uncontrolled discretion of the committee shall seem sufficient. Approval or disapproval of the

plans and specifications and plot plans must be given within twenty (20) days, then such approval shall not be required; provided, however that no building or structure shall be erected which violated any of the covenants herein contained.

3. RESIDENTIAL USE: All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, and servant's room or utility room attached to the garage on the ground floor. No temporary residence, outbuilding, or guest house shall be constructed except that a construction trailer or shed of a temporary nature shall be permitted on a lot during the course of construction on said lot; provided, however, until the owner has sold all of the lots in the subdivision, the owner shall have the right to maintain sales and administration offices for its use and the use of its agent, and further, the owner may permit builders approved by it to maintain model homes sales offices in said subdivision.

4. SET-BACK RESTRICTIONS: No building, garage or porches, except swimming pools, shall be erected on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than eight (8) feet to either side lot line, except on corner lots, no nearer than twenty (20) feet to the rear lot line. On corner lots the front of the residence shall face the point of intersection of the front lot line and the street side lot line projected. Eaves, roofs, or other projections may be erected near the front, side and rear setback lines herein established, but in no event shall eaves, roofs, and other projections, except swimming pools, wing walls, extend more than three (3) feet into the minimum front, side and rear setback lines. Any reference to front lot lines shall mean the side of the lot abutting the street right of way. On corner lots, the committee shall determine the location of the front of the lot. The rear lot line shall be the lot line opposing the front lot line and connecting the side lot lines. Where more than one lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

5. TRAILERS, VEHICLES, AND BOATS: No trailer or unlicensed motor vehicle may be parked on any lot at any

time. No truck, bus, boat or similar vehicle shall be parked on any lot except when rendering a service or making a delivery. Nor shall any motor vehicle or trailer be parked overnight on the street. Notwithstanding the provisions of this paragraph, however, a construction trailer and/or construction shed shall be permitted pursuant to the provisions of Paragraph 3. No person shall permanently or temporarily reside in any construction trailer, construction shed, or on any boat moored to any dock adjoining any of said lots or anchored in any canal as shown on said plat.

6. REGULATION OF SIGNS: No signs of any character shall be displayed on any lot, except that of lot owner may display on the premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed; provided, however, the owner or its agent, or a builder approved by the owner, shall be permitted to maintain subdivision signs, model house signs, directional signs and sales signs with the approval of the committee; however, the form and size of such signs shall be first approved in writing by the committee.
7. MINIMUM SIZE OF RESIDENCE: No one-story residence shall be erected on any lot containing a floor area of less than one thousand two hundred (1,200) square feet. In the event of the construction of a two story residence on any lot, the first floor area shall contain not less than nine-hundred (900) square feet, and in the event of the construction of a one and one-half (1-½) story residence on any lot, the first floor area shall contain not less than one thousand (1,000) square feet.

The method of determining the square foot area of proposed buildings, structures, or additions or alterations to existing buildings shall be multiplied the outside horizontal dimensions of the buildings or structures at each floor level. Garages, carports, unglazed porches, patios and terraces shall not be taken into account in calculating the size of buildings.

8. REGULATION OF WALL AND FENCES: No boundary wall or fence shall be constructed with a height of more than six (6) feet except that within the front and rear set back lines said wall shall not exceed a height of three (3) feet, except specifically lots 1-20 inclusive. In the case of corner lots, the requirements of Paragraph 11 shall apply. No wall or fence of any type or

height shall be erected on any lot until the type height, materials, design and location have been approved by the committee. The elevation of any wall or fence shall be measured from the existing elevations of the property along the applicable points or lines. Any questions as to heights shall be conclusively determined by the committee aforesaid. In the event any governmental regulations shall require a fence of a greater height enclosing a pool, then the governmental regulation shall prevail.

9. REGULATION OF SEA WALLS: No sea wall or bulkhead shall be erected or constructed on any lot without the approval of the committee aforesaid as to the type, design or construction. In any event, all sea walls and bulkheads shall be constructed with a height of not more than three (3) feet above the ordinary high water mark.
  
10. REGULATION OF BOATHOUSE, DOCKS, ETC.: Boat landings, docks, piers and mooring posts shall be constructed only in accordance with plans and specifications approved in writing by the committee aforesaid. Boat landings, docks, piers and mooring posts shall not be constructed so as to extend into the waterway beyond a distance of twelve (12) feet from the normal water line of the waterway fronting the lot. The uppermost point of any boat landing, dock, pier, or mooring post shall be no higher than eleven (11) feet above the ordinary high water mark. No boat slip or canal shall be dug or excavated into any of the waterfront lots without the approval of the committee as to locations, design, or construction thereof. No vessel or boat shall be anchored or tied off shore in any of the waterways adjacent to the subdivision so that the same shall interfere with navigation. All owners and occupants of the lots fronting on water shall have an easement in common for the purpose of navigation in the waterways, and the conveyance of property bordering along the waterway or canal is limited to the platted property and does not include any water or submerged lands, except riparian or littoral rights provided by the law, and such rights shall be limited to the side lot lines projected to the center of the waterway, and to a distance of one hundred (100) feet into the Mosquito Canal or the center line of the Mosquito Control Canal, whichever is less on lots fronting on Mosquito Control Canal. The riparian rights on the westerly side of Port Royal Boulevard are expressly reserved unto T. O.

L. Inc., its successors and assigns, will not object to construction of a bridge extending from the west end of said boulevard westward.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lanes at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street property lines extended. No tree shall be permitted to remain within such distances of such intersection, unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
12. Paragraph omitted in original document.
13. WASTE: No sewage, waste water, garbage, or other refuse from the premises shall be placed or emptied in or upon the shore line or waters of any canals or waterways, nor shall any refuse such as cans, cartons, discarded machines or furniture be placed in or on the shoreline of the canals or waterways. Garbage cans, garbage and other materials waiting to be hauled away from the premises shall be placed not less than twenty-five (25) feet from the nearest street, and shall be hidden in suitable enclosures, such as shrubbery, hedges, latticed enclosure, underground container, or by other means.
14. SWIMMING POOLS: The construction and use of swimming pools having an elevation of not exceeding four (4) feet above normal grade are permitted, provided that no excavations for swimming pools shall be nearer than five (5) feet from any side or rear lot lines or nearer than twenty-five (25) feet from the front lot line; provided further that screens for pools shall conform to the building setback limitations.
15. NO SUBDIVISION OF LOTS: No lot as shown on plat shall be subdivided except that a lot between two other lots may be subdivided to increase the size of such lots, and such lots of increased size shall each remain as one building site.
16. WAIVER OF MINOR SETBACK VIOLATION: Where a building is situated on any lot or building plot in this

subdivision as now platted, or any subdivision or replatted lot, in such a manner as to constitute a violation of the covenant herein numbered four (4), the Committee shall have the right at any time to release such lot or subdivided lot or building plot, or portions thereof from such part of provisions of the said covenant numbered four (4), which if violated provided, however, that the Committee shall not release a violation or violations of such covenant numbered four (4), except as to violations it determines to be minor; and to be one (1) foot or less.

17. **ROOFS:** The roofs shall be of permanent construction and shall be constructed of asbestos, cement tile, clay tile, or poured masonry. Built-up roofs with stone or gravel surface shall be permitted on roofs that have a slope not exceeding two and one-half (2-1/2) feet pitch in twelve feet. Asphalt shingles and wood shakes shingles shall be permitted on roofs having a pitch of three (3) feet or more in twelve (12) feet. Any other material approved in writing by the Review Committee, in its uncontrolled discretion, shall be permitted.
18. **BUSINESS PROHIBITED:** No trade, business, profession or any type of commercial activity shall be carried on upon any of the property of the subdivision with the exception of sales and administrative offices operated by the owner and its agent, or others approved by the Committee.
19. **NUISANCES:** No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be termed as an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Clothes lines shall be screened from view by hedges, lattice work or screening at least six (6) feet in height, acceptable to the Review Committee. Garbage cans shall be of the underground type or completely concealed by hedges, lattice work or screening acceptable by the Review Committee. No part of any lot shall be used for automotive repair.
20. **FILLING IS PROHIBITED:** No lot or parcel shall be increased in size by filling in the waters on which it abuts. The

elevations of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots.

21. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front five (5) feet of each lot. The owner, T. O. L., Inc., reserves unto itself, its successors and assigns, a perpetual easement and right in and to, over and under any and all drives and roads as shown on said plat, and over, upon and across a strip of land two and one-half (2.5) feet wide along the side of each of said lots, and also the rear of interior or non-waterfront lots, for the installations, maintenance and operation of power, water, telephone, gas, lighting, drainage, heating, sewerage, and any and all other public purposes. The grantor, T. O. L., Inc., its successors and assigns shall have the right to remove any construction placed upon said easement when it becomes necessary, in its discretion, for the installation, repair or maintenance of said utilities and it shall not be held responsible by the lot owners for the replacement of said construction so removed and the owners of said lot or lots subject to such easement shall acquire no right, title, interest in or to any pipe, wires, poles, equipment or appliances placed on, over or under the land subject to such easement. The easements and rights herein above reserved shall not pass from the grantors by their deed conveying any of said lots, but shall exist and continue only in T. O. L., Inc., its successors and assigns, other than the individual lot owners, shall have the unrestricted right and power to release said easement.
22. MODIFICATION: The Review Committee, in its discretion, shall have the power to modify the setback regulations contained herein on corner lots, cul-de-sac lots, and other lots in the subdivision having site location problems.
23. COMMITTEE: The committee referred to herein has been changed by the request of the owner (Commonwealth Continental Corporation) to the OFFICERS OF THE MOORINGS ASSOCIATION, INC. This change was filed and recorded September 10, 1974, in office of Clerk Circuit Court, Brevard County (#925747).
24. DURATION OF RESTRICTIONS: These covenants are to run with the land and shall be binding on all parties and all



persons claiming under them until October 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote, a majority of the then owners of the lots agree to change said covenants in whole or in part.

25.       INVALIDITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
  
26.       ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages. The failure promptly to enforce any of the restrictions contained herein shall not bar their enforcement.

IN WITNESS WHEREOF, T. O. L., Inc., a Florida corporation, by and through its duly authorized officers, hereunto sets its hand and seal this 12<sup>th</sup> day of November, 1965.

ALL SIGNATURES PROPERLY EXECUTED.