

THIS INSTRUMENT WAS PREPARED BY
AND RETURN TO:
Robert N. Manning, Esq.
MANNING LAW FIRM, PLLC
7827 N. Wickham Rd., Suite C
Melbourne, FL 32940
(321) 479-7999

CERTIFICATE OF EXECUTION AND APPROVAL OF REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO THE MOORINGS

THE UNDERSIGNED as President and Secretary of Moorings Association, Inc., a Florida corporation not-for-profit (hereinafter the "Association"), pursuant to the Florida Statutes hereby certify that the REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO THE MOORINGS (hereinafter "Revived Declaration"), which is attached hereto and by reference made a part hereof, was duly adopted in accordance with Florida Statute §720.405(6), and is hereby to be recorded in the Public Records of Brevard County, Florida, in accordance with Florida Statute §720.407, together with the Articles of Incorporation and Affidavit of No Previous, Separate Bylaws of the Association, and the legal description of each affected parcel of property.

Pursuant to Florida Statute §720.405(6), a majority of the affected parcel owners agreed in writing to the Revived Declaration and governing documents of the Association. Additionally, pursuant to Florida Statute §720.406, the Revived Declaration was approved by the Department of Economic Opportunity, as evidenced by the approval letter from the Florida Department of Economic Opportunity dated July 29, 2019, and received on July 31, 2019, a copy of which is attached hereto and by reference made a part hereof.

The Revived Declaration is effective for a period of thirty (30) years from the date of recording of this document for the purpose of Marketable Record Title Act, unless further extended by amendment to Florida Statutes.

The Association is a not-for-profit corporation created pursuant to the laws of the State of Florida.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 8th day of August, 2019.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered in the presence of:

**MOORINGS ASSOCIATION,
INC.**

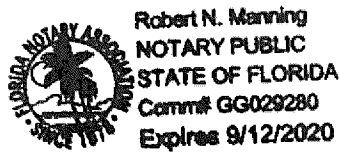
By: [Signature], President
(Signature)
Clyde Bridge, President
(Print name)

[Signature]
(Witness signature)

Arthur Sockdale
(Print name of witness)

[Signature]
(Witness signature)

Robert Manning
(Print name of witness)



Sworn to and Subscribed before me this 8th day of August, 2019 by
Clyde Bridge, President of Moorings Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation, who is personally known to me, or who has
produced sufficient identification
_____ (identification produced).

[Signature]
NOTARY PUBLIC, State of Florida
My commission expires: 9/12/2020

**MOORINGS ASSOCIATION,
INC.**

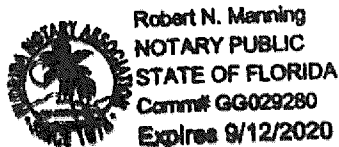
Attest: [Signature], Secretary
(Signature)
Rick Glasby, Secretary
(Print name)

[Signature]
(Witness signature)

HANNE MARIE TOULAND
(Print name of witness)

[Signature]
(Witness signature)

Robert Manning
(Print name of witness)



Sworn to and Subscribed before me this 9th day of August, 2019 by Rick Glasby,
Secretary of Moorings Association, Inc., a Florida not-for-profit corporation, on behalf of the
corporation, who is personally known to me, or who has produced sufficient
identification _____ (identification produced).

[Signature]
NOTARY PUBLIC, State of Florida
My commission expires: 9/12/2020

**REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS
RELATING TO THE MOORINGS**

Recitals for Revived Declaration

WHEREAS, T.O.L. Inc., a Florida corporation recorded the Restrictions Relating to the Moorings on September 10, 1974 in the Public Records of Brevard County, FL, Official Records book 826, Page 1042 et seq., (referred to as the "Previous Declaration") governing certain tracts and parcels within the community known as The Moorings, according to the Plat thereof recorded in the Public Records of Brevard County, FL in Plat Book 20, Page 67 and Plat Book 24, Page 46;

WHEREAS, The Moorings Association, Inc. (the "Association") a Florida corporation, is the homeowners association which is the entity charged with operating The Moorings;

WHEREAS, the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, commonly known as the Marketable Record Title Act, following the recording of the Previous Declaration recorded on September 10, 1974;

WHEREAS, the following persons are the organizing committee formed for purposes of revitalizing the Previous Declaration pursuant to Florida Statute §720.403 through § 720.407:

Clyde Bridge
466 St. Lucia Ct.
321-254-6345

Brenda Merchberger
415 Aruba Ct.
321-917-3698

Rick Glasby
435 St. Georges Ct.
321-258-6915

WHEREAS, a graphic description of the property to be governed by the proposed Revived Declaration within the community known as The Moorings, according to the Plat thereof recorded in the Public Records of Brevard County, FL in Plat Book 20, Page 67 and Plat Book 24, Page 46 is attached hereto as Exhibit "A";

WHEREAS, each parcel that is to be subject to the governing documents is identified by its legal descriptions, and by the name of the parcel owner or person in whose name the parcel is assessed on the last completed tax assessment roll of Brevard County, Florida, at the time the proposed revived Declaration is submitted for approval by the parcel owners, as shown on Exhibit "B" attached hereto; and

WHEREAS, the existing Articles of Incorporation of the Moorings Association, Inc. ("Articles of Incorporation") filed with the Secretary of State on May 4, 1973 are attached hereto as Exhibit "C" and incorporated herein by reference, as required by § 720.405(3), Florida Statutes;

WHEREAS, the existing By-Laws of the Moorings Association, Inc. are incorporated within the existing Articles of Incorporation (Article V "Meetings" through Article VII "Duties of Officers and Directors"), hereinafter referred to as "By-laws";

WHEREAS, the Association has elected to revive the Declaration originally recorded on September 10, 1974, at Official Record Book 826, Page 1042 et seq., Public Records of Brevard County, Florida; and

WHEREAS, the Association has complied with the requirements of Chapter 720, Florida Statutes, for the revitalization of the Declaration; and

WHEREAS, pursuant to section 720.405 Florida Statutes, the proposed revived Declaration and other governing documents for the community:

- (a) Provide that the voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents;**
- (b) Provide that the proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents;**
- (c) Contain the same respective amendment provisions as the previous governing documents or, if there were no amendment provisions in the previous governing document, amendment provisions that require approval of not less than two-thirds of the affected parcel owners;**
- (d) Contain no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under s.720.404(3); and**
- (e) Comply with the other requirements for a declaration of covenants and other governing documents as specified in this chapter.**

NOW THEREFORE, pursuant to Chapter 720, Florida Statutes, the Association hereby declares that the Property shall be held, used and conveyed subject to the following revived Declaration:

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, and Plat Book 24, Page 46, 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 buildings, 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 lot 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, out-building, 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, that such construction shed or construction trailer shall not remain on any lot for a period of more than one hundred twenty (120) days. No garage shall be constructed except as an integral part of the residence it is intended to serve, 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 street side lot line, or 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, and 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 in 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, except houseboat presently used by owner for sales and administrative purposes.
6. **REGULATION OF SIGNS:** No signs of any character shall be displayed on any lot, except that of lot owner or his agent 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 (1-1/2) 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 by 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 eleven (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 upper most 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 Control Canal or the center line of the Mosquito Control Canal, whichever is less on lots fronting on Mosquito Control Canal.

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 intersections of the street lines, or in the case of a rounded property corner from the intersection of street property lines extended. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
12. **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 enclosures, underground containers, or by other means.
13. **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.

14. **NO SUBDIVISION OF LOTS:** No lot as shown on the 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.
15. **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 or provisions of the said covenant numbered four (4), which is 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.
16. **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 (12) 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.
17. **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 sales organization, and model home sales offices maintained by the owner, its agent, or others approved by the Committee.
18. **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 repairs.

19. **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.
20. **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 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, or 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 hereinabove 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.
21. **MODIFICATIONS**: 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.
22. **COMMITTEE**: The committee referred to herein shall be composed of CECIL H. HULSBURG and JOHN A. HURDLE. In the event either of said members of the Committee shall resign or be unable to act, a successor shall be appointed by the owner. At any time after October 1, 1995, or after the owner has sold all of the lots in said subdivision, and in addition, has developed the adjacent adjoining lands presently owned

by the owner or its subsidiary companies, and has sold all of the lots so developed in said adjacent companies, and has sold all of the lots so developed in said adjacent and adjoining lands, whichever date is the earlier, then and in such event all privileges, powers, rights and authority shall be exercised by and vested in a Committee elected by the then owners of a majority of the lots.

23. 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.

24. INVALIDITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. 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 12th day of November, 1965.

T.O.L., Inc.

By: /s Cecil H. Hulsberg, Pres.

Attest: s/Ruth S. Handwerk, Asst. Secretary