AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS RELATED TO THE MOORINGS

PREAMBLE

This Amended and Restated Declaration of Covenants and Restrictions Related to the Moorings is made this _____ day of _____, 20___ by the Moorings Association, Inc.

RECITALS

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 entity empowered with enforcing the covenants and restrictions in the Moorings;

WHEREAS, the Moorings Association, Inc. recorded its Revived Declaration of Covenants and Restrictions Related to the Moorings on August 13, 2019;

WHEREAS, the Association desires to amend and restate the Revived Declaration of Covenants and Restrictions Related to the Moorings;

WHEREAS, this Amended and Restated document shall hereinafter be referred to as the "Amended and Restated Declaration";

WHEREAS, the purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon the Moorings;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Association hereby declares that henceforth the Revived Declaration of Covenants and Restrictions related to the Moorings is merged into and is superseded and completely replaced by this Amended and Restated Declaration such that the real property within the Moorings Association, Inc., and all additions thereto, shall be owned, held and conveyed subject to the covenants, restrictions, easements and reservations herein established, all of which shall be covenants running with the land and shall be binding an inure to the benefit of the Association and the owners of land within the Moorings, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

~~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. GENERAL PURPOSES OF ASSOCIATION ~~CONTROL~~: The Moorings Association, Inc., is organized for the purpose of maintaining property values and high standards; owning, maintaining, and adding improvements to landscaping, lighting, and the common area; generally maintaining and improving the common area; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the parcel owners. Note; throughout this document reference to the Board, or the Board of Directors shall constitute the same thing. ~~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. GENERAL CONSTRUCTION ~~PLANS APPROVAL BY COMMITTEE~~: All construction shall be in compliance with applicable state and county code with proper permits as applicable and in compliance with all other construction covenants within this Declaration of Covenants and Restrictions Related to the Moorings. ~~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~~ Commercial motor vehicles (defined below), industrial vehicles, trailers, tractors, mobile homes, campers, heavy equipment, recreational vehicles, buses, boats, watercraft or unlicensed motor vehicles may only be parked on any lot ~~at any time.~~ (1) when not in view from any street; (2) ~~No truck, bus, boat or similar vehicle shall be parked on any lot except~~ when rendering a service or making a delivery; or (3) for a temporary period up to two (2) weeks (limited to four (4) temporary periods per calendar year). Nor shall any ~~motor vehicle or trailer~~ of the foregoing be parked overnight ~~in~~ 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~~, except houseboat presently used by owner for sales and administrative purposes~~. "Commercial motor vehicles" are vehicles with graphics or lettering exceeding four (4) square feet of area on any side (front, back, left or right) of the vehicle.

6. REGULATIONS OF SIGNS: No signs, (other than temporary birthday, graduation, or similar event/accomplishment celebration sign) flags, (other than the American Flag, State Flag, Military Flag, or National Holiday Flag) or advertisements of any character shall be displayed on any lot, except that ~~of~~ the lot owner ~~or his agent~~ may display on the premises a "For Sale", ~~or~~ "For Rent", or "Garage Sale" 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 25 foot set back lines and rear 20 foot set back lines said wall shall not exceed a height of four (4) ~~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 Board ~~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.~~ Any renovation, repair, or new installation of seawalls and bulkheads shall meet all local, state, and Florida Department of Environmental Protection (FDEP) code requirements and comply with any superseding Indian River Lagoon requirements.

10. REGULATION OF BOATHOUSE, DOCKS, ETC.: Installation of, and modifications to existing boat landings, docks, piers and mooring posts shall be permitted and constructed ~~only~~ in accordance with Local, State and FDEP building code requirements. ~~plans and specifications approved in writing by the committee aforesaid.~~ This includes code permitted requirements for both overall square footage of docks and allowable distance from seawall into corresponding canal. ~~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 Control (Grand) Canal or the center line of the Mosquito Control (Grand) Canal, whichever is less on lots fronting on Mosquito Control (Grand) 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. All residential trash, garbage, or other waste shall be kept in a sanitary container and, except

during curbside pickup days, be located on the property in an area that is not visible from the street. ~~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: Any new swimming pool installation or renovation shall meet approved State and Local building code and permitting requirements. 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 that 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 Board ~~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 if ~~is~~ violated, provided, however, that the Board ~~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 meet or exceed State and Local building code requirements including adherence to applicable local and state permitting regulations. ~~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 ACTIVITY ~~PROHIBITED~~: No trade, business, profession or any type of commercial activity shall be carried out ~~on~~ upon any of the property of the subdivision except that an Owner or occupant residing in a Parcel may conduct business activities within the Parcel so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming into the community who do not reside in the community or door-to-door solicitation of residents in the community; and (d) the business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the community as may be determined in the sole discretion of the Board. ~~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. RENTALS: Parcels may be rented only in their entirety; no fraction or portion may be rented. No transient tenants may be accommodated in a Parcel. All leases shall be in writing and shall be for a minimum period of six (6) months. Any temporary occupancy agreement such as AirBNB,

Vacation Rentals by Owner or home swapping arrangement, shall be deemed to be a lease and must be in compliance with this section.

19.~~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. There shall be no clotheslines placed in the common areas, and no fence shall be used as a clothesline. Clotheslines are permitted behind fenced areas. ~~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.~~

20. LANDSCAPING: All lots shall be maintained in good appearance and be free from overgrown weeds, shrubs, and or other rubbish. In the event any lot is not so maintained, the Association shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish. The entering thereon and the taking of such action shall not be deemed to be a trespass. The expense thereof shall be charged to and paid by the owner within thirty (30) days after the owner is provided a written notice of such charge.

21.~~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.

22.~~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 County, or Utility that owns utilities within the Easement ~~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 the County or Utility ~~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.~~

23. DUES: The owner of each lot shall pay $100 per year in dues, payable the first month (January) of each year.

22. COMMITTEE: The committee referred to herein shall be composed of CECIL H. HULSBERG 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.

24.23. DURATION OF RESTRICTIONS: These covenants This Amended and Restated Declaration of Covenants and Restrictions shall run with and bind the land for a term of twenty (20) years from the date of this Amended and Restated Declaration of Covenants is recorded, at which time it shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by consent of a majority of the parcel owners. 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.

25.24. 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.

26.25. 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 be deemed a waiver of the right to enforce these restrictions thereafter. Cost, expenses and reasonable attorneys and paralegals fees, whether suit be brought or not, including those resulting at all trial and appellate levels, incurred by the prevailing party in any action to enforce any provision of this Declaration or to seek such other relief as may be available as a result of a breach of such covenants and restrictions shall be the personal obligation of the non-prevailing party. Additionally, the Moorings Association, Inc., Board of Directors shall have the authority to levy reasonable fines for the violations of the provisions of this Declaration, and reasonable Rules and Regulations enacted by the Association in the same manner as provided for homeowners' associations in Florida Statute §720.305(2026) as amended from time to time. bar their enforcement.

27. RULES AND REGULATIONS: The Moorings Association, Inc., Board of Directors shall have the authority to create reasonable Rules and Regulations consistent with this Amended and Restated Declaration of Covenants.

28. AMENDMENTS: This Amended and Restated Declaration of Covenants and Restrictions may be amended by consent of a majority of the parcel owners in the Moorings.

29. INDEMNIFICATION. The Association shall indemnify every officer, director, committee member of the Moorings Association, Inc. against any and all costs and expenses including reasonable attorneys and paralegals fees in connection with any action, suit or other proceedings, or appeal therefrom, to which he or she may be a party or reason of being or having been an officer, director or committee member. Such officers, directors, or committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this _____ day of _____, 2026.

WITNESSES AS TO PRESIDENT:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

MOORINGS ASSOCIATION, INC.

By:_____
_____, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn and acknowledged before me on _____, 2026, by means of [ ] physical presence or [ ] online notarization by _____, as President of Moorings Association, Inc. [ ] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

_____
Notary Public

WITNESSES AS TO SECRETARY:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

MOORINGS ASSOCIATION, INC.

By:_____
_____, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn and acknowledged before me on _____, 2026, by means of [ ] physical presence or [ ] online notarization by _____, as Secretary of Moorings Association, Inc., [ ] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

_____
Notary Public