

AMENDED AND RESTATED
REVIVED GENERAL COVENANTS AND RESTRICTIONS
THE MOORINGS, UNIT 5 – THE ANCHOR

This Amended and Restated Revived General Covenants and Restrictions has been approved to continue the purposes of that certain General Covenants and Restrictions recorded in the Public Records of Indian River County, Florida, at Official Records Book 576, Page 2916, et. seq., amended at Official Records Book 1060, Page 530, et. seq., and Official Records Book 1984, Page 2002, et. seq., and revived at Official Records Book 3195, Page 1956, et seq.

All of the lands lying within the plat of The Moorings, Unit 5 - The Anchor, per plat thereof recorded in the office of the Clerk of the Circuit Court for Indian River County, Florida, in Plat Book 9, Pages 98 through 98-D, are subject to the following covenants and restrictions which shall be covenants running with the land:

I

Definitions

“Association”, as hereinafter referred to, shall mean The Anchor Property Owners Association, Inc., a Florida corporation not for profit. Every owner of a lot in The Moorings, Unit 5 – The Anchor, must become a member of the Association and become subject to such rules and regulations as the Association’s Board of Directors may adopt.

“The Architectural Review Committee” shall mean a committee consisting of three or more persons who shall be designated and appointed by the Board of Directors of the Association to exercise the rights and obligations set forth in Article II below.

“Architectural Review Criteria” shall mean the rules, procedures and criteria adopted by the Board of Directors, as amended from time to time, applicable to the review and approval of the matters to be approved by the Architectural Review Committee set forth in Article II below.

“Subdivision” shall mean all of the numbered lots shown on the plat of The Moorings, Unit 5 – The Anchor, per plat thereof recorded in Plat Book 9, Pages 98 through 98-D, public records of Indian River County, Florida.

II

Permitted and Prohibited Uses:

a. One lot, as shown on the plat of The Moorings, Unit 5 – The Anchor, shall be the minimum building area upon which a single family residence may be constructed. Garages shall be a minimum of two (2) cars, attached or detached from the residence, but may not exceed three (3) cars or have entrances facing the street, unless approved in writing by the Architectural Review Committee. No garage shall be enclosed or converted to another use. No carports shall be permitted. All garage doors shall be compatible with exterior design.

b. The premises shall not be used or occupied by other than a single family and staff, and shall not be used for other than residential use. The ground floor living area of the main dwelling shall not be less than 2,500 square feet for a one-story dwelling and 1,800 square feet for two stories with a total of not less than 2,500 square feet for both floors combined, exclusive of garage, covered walks and open porches. Living area is air conditioned space. The height of any building shall be not more than two (2) full stories. The main roof of the dwelling shall have a pitch of not less than six (6) to twelve (12), unless approved in writing by the Architectural Review Committee.

c. When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within the time set forth in the construction schedule approved by the Architectural Review Committee.

d. No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

e. No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial

use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents by barking or other acts.

f. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless it is completely screened from adjoining properties, street and waterfront.

g. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage, except for service companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot except within an enclosed garage. No trucks of any nature, except for light duty pick up trucks, or commercial vehicles shall be parked overnight on any lot except in an enclosed garage. No boats on or off trailers may be parked on any part of the property except in an enclosed garage. Boats may be maintained on davits affixed to the bulkhead at the waterfront line provided that approval first be obtained from the Architectural Review Committee for installation and maintenance of the same.

h. No boat houses shall be permitted. All boat docks and lifts must be approved by the Architectural Review Committee or by the Association before construction is begun.

i. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots. Each vacant lot must be mowed or underbrushed regularly, and at no time may growth thereon, exclusive of trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, then Association may clean and mow any lot and the cost of the work shall be an individual assessment to be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of assessment liens.

j. All lots must have underground sprinkling for watering purposes.

k. Except for satellite dishes and antennas authorized by the regulations of the Federal Communication Commission, all aerials, antennas and satellite dishes must be of the concealed type and must be specifically approved in writing by the Architectural Review Committee.

l. All plans for any and all buildings and any interior or exterior alterations or additions to existing structures, walls, fences, hedges used as walls, pools and pool enclosures, or any other improvements, and all exterior finish colors and materials, must be presented to and approved by the Architectural Review Committee or Association, in writing, prior to the start of any construction. All plans and specifications for exterior alterations or additions, shall be evaluated as to harmony of external design, color and location in relation to other structures in the subdivision. All plans of residences are to be drawn and stamped by a registered Florida Architect. All building contractors must be quality home builders, licensed to build in Indian River County. No successor in title to any Owner of a lot in the subdivision who acquires the property of such Owner when the same is improved with a single family dwelling and accessory structures at the time of acquisition of title need make inquiry as to compliance by any predecessor in title with this covenant and restriction, and this covenant and restriction shall have no application to a successor in title of any Owner who acquires title when the property conveyed to such Owner has been improved, at the time of acquisition of title by such successor in title, by a single family residence together with appurtenant structures, in which case any failure to comply with this covenant shall not affect the validity of any conveyance to such successor in title and no person shall have a cause of action for failure to comply with this covenant.

m. No land clearing, filling, grading, shrub or tree removal or pruning or any landscaping or other work shall be done until the Owner of a lot in the subdivision, his heirs, successors or assigns shall have submitted to the Architectural Review Committee or Association, detailed plans for the landscaping of any lot upon which such work is proposed to be done and shall have received from the Architectural Review Committee, or Association, written approval of any proposed landscaping work; when construction is proposed on any lot, landscaping plans must be submitted for written

approval prior to commencement of construction and the Architectural Review Committee, or Association, may require a minimum expenditure for landscaping of five percent (5%) of estimated construction cost, as determined by the said Committee or Association. Landscaping according to the approved plan must be completed within thirty (30) days of substantial completion of a home.

n. Approved walls or fences shall be a minimum of four (4) feet in height, and shall not exceed six (6) feet in height. Chain link fences are prohibited.

o. No sign of any kind shall be displayed to the public view on any lot in the subdivision except a sign displaying the lot number, no greater in area than one (1) square foot.

p. Each home shall have a impervious hard surface drive with no less than twelve (12) feet in width, the comparison and design of which shall be submitted with house plans for approval. Asphalt or plain concrete driveways are not permitted. Brick, brick paver designs or concrete with brick borders compatible with the main structure are permitted.

q. All mailboxes or newspaper boxes within the subdivision are to be constructed in accordance with the design which has been adopted by the Association and must be approved by the Architectural Review Committee or by the Association prior to installation.

r. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

s. Motor Vehicles and Golf Carts.

1. Motorized vehicles may not be driven in excess of twenty (20) miles per hour upon the lands lying within the Plat of the Moorings, Unit 5-The Anchor.

2. The operation of a golf cart upon the lands lying within The Moorings, Unit 5 – The Anchor is restricted as follows:

A. Golf carts which do not have working headlights and tail lights may be operated only during the hours between sunrise and sunset.

B. Golf carts may be operated only if they are equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

C. Golf carts may only be operated by a person fourteen (14) years of age or older.

D. All golf carts operated on the roadways must be insured for liability.

3. The operation upon the lands lying within The Moorings, Unit 5 – The Anchor of a motor vehicle which has the capability of traveling more than twenty miles per hour is restricted as follows:

A. Such vehicles must be equipped with headlamps, stop lamps, turn signal lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

B. Such vehicles must be registered with a state government and insured.

C. Such vehicles may only be operated by a person with a valid driver's license which must be in his or her possession while operating the vehicle.

t. Performance Agreement. In order to protect the Association and its members and to insure compliance with these General Covenants and Restrictions, the Board of Directors hereby requires, as a condition to the Architectural Review Committee commencing to review plans and specifications for improvements to a lot as required under this Article II, and as to its review of plans and specification for landscaping to the lot as required under this Article II, the posting of a Performance Agreement by the Owner of the lot in the form adopted by the Board of Directors from time to time. The penal sum of the Performance Agreement for new construction shall

be Twenty-Five Thousand Dollars (\$25,000.00) and, for additions and renovations, the amount shall be Five Thousand Dollars (\$5,000.00).

III

Covenants Relating to Sale or Lease:

a. The Owner of each lot in the subdivision, for himself, his heirs, successors and assigns, agrees that the premises will not be used or occupied by any person not a member of the Association, except as may be specifically provided for by the governing documents of the Association or by law.

b. The Owner of each lot in the subdivision, on becoming such, covenants and agrees that the Association or its assignee shall have the right of first refusal to repurchase each lot, if, as and when the Owner thereof, or his heirs or assigns, shall elect to sell said property. The Association shall have sixty (60) days within which to exercise its right to repurchase said property on the same terms and conditions as any bona fide offer which the Owner may have for the purchase of said property. Said sixty-day period shall commence upon written notice from the Owner to Association of Owner's intention to sell, and enclosure of a copy of the offer signed by the proposed purchaser. This covenant shall run with the land and be binding upon each Owner, his heirs and assigns, and inure to the benefit of the Association, its successors and assigns. The right of first refusal hereby given and granted to Association may be waived by Association by endorsement of the approval of Association of any conveyance on any deed from the Owner of any lot of the words: "Conveyance approved and purchase right under General Covenants and Restrictions waived", followed by the signature of the President of the Association. Such endorsement shall bind Association, its successors and assigns, and no grantee or mortgagee of any owner shall be obligated to make further determination of Association's waiver and approval but may rely upon the endorsement and waiver shown on the face of a deed by Association. Further, no grantee or mortgagee or any Owner need make inquiry as to compliance with this covenant any predecessor in title of such Owner when the Owner has been in title of record for sixty (60) days or more.

IV

Assessment for Maintenance of Roads, Streets and Other Public Services

a. Assessments

The Owner of each lot in the subdivision, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay annually his prorata share of the cost of security services, maintenance of cul de sacs, rights of-way and other common areas and the cost of providing other reasonable and necessary public services within the Anchor and throughout the Moorings development, all as determined by the Board of Directors of Association. Each Owner's assessment in this regard shall be paid promptly when same becomes due. In the event of any Owner's failure to pay same promptly when due, it shall constitute a lien upon the above described premises and same may be enforced in equity as in the case of any lien foreclosure. Such annual assessment shall be set by Association, shall accrue to the benefit of and may be enforced jointly and severally by other property owners in the subdivision, or by Association.

b. Impact Fees

The Owner of each lot in the subdivision, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay the following road impact fees to the Association:

1. Two Per Cent (2%) of the cost of construction as stated in the Indian River County Building Permit for any new construction.
2. One and one-half Per Cent (1.5%) of the cost of construction which exceeds Fifty Thousand Dollars (\$50,000.00) as stated in the Indian River county Building Permit for any interior or exterior renovation.
3. Five Thousand Dollars (\$5,000.00) for the demolition of any existing residence.

4. One Thousand Dollars (\$1,000.00) for construction of a pool for an existing residence.

Notwithstanding the above, road impact fees will not be due the Association if the construction or demolition directly results from damage caused solely by an act of nature, fire or water leaks and not from age or normal wear and tear.

c. Application fees, Construction Deposits and Performance Agreement Deposits.

The Owner of each lot in the subdivision, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay the following fees and deposits to the Association:

1. Application Fees

(Non-refundable)

New Residence	\$1,000 non-refundable
Major Remodeling, Additions, Pools, Docks, Re-roofing, Major Landscaping, Installation of a standby electrical generator.	\$500 non-refundable

Re-inspections, Changes, etc/per Inspection	\$150 non-refundable
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2. Deposits

(Refundable)

New Construction:

General Contractor Construction/Security Deposit	\$5,000 refundable
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Landscapers, Pool Remodeling, etc (not under general contractor)	\$2,000 refundable
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3. Performance Agreement

(Refundable)

New Construction	\$25,000 refundable
Additions and Renovations	\$5,000 refundable

V

Amendment

This Revived General Covenants and Restrictions may be amended by the affirmative vote or written consent of the Owners of at least a majority of the lots.

VI

Lease of Lots and Docks

a. Lots may be used and leased only for residential purposes. A lot may not be leased unless it has a home constructed upon it, which has received final Association approval. No owner of a lot containing a residence may dispose of his lot or any interest therein by lease without approval of the Association. No lot may be leased for a period of less than ninety (90) days and is restricted to two (2) leases per calendar year.

b. A lot owner, described in a above, intending to accept a bona fide offer to lease his lot or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee, and all such other information as the Association may reasonably require and an executed copy of the proposed lease. Notice must be given at least thirty (30) days prior to the lease commencement date.

c. Within thirty (30) days of the receipt of such notice and information the Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a Certificate executed by the President (or a Vice President)

which shall be delivered to the lessee. If disapproved, the President (or a Vice President) shall so notify the lot owner and the lease shall not be made.

d. Any lease which is not authorized pursuant to the terms of these covenants shall be void unless subsequently approved by the Association.

e. A corporation, per se, cannot occupy a lot for residential use. If a lot lessee is a corporation, the approval of lease to the corporation shall be conditioned upon requiring that the persons occupying the lot shall be members of the same family and shall also be subject to approval by the Association.

f. There is an absolute prohibition against any lot owner entering into any lease of dock space. Any such lease shall be null and void from its inception.

g. Notwithstanding the time constraints contained in the Bylaws, the Board of Directors may elect to proceed at an action in law or in equity to enforce the provisions of this section without the necessity of notice or if notice is given, without the necessity of waiting thirty (30) days to bring legal action for enforcement.

VII

Living Aboard

Living aboard watercraft moored or docked in The Anchor is prohibited. However, it is recognized that circumstances may exist wherein the Board of Directors may determine that a special exception to this general prohibition is warranted. Without such a special permit from the Board of Directors, no person shall use or maintain living quarters on any motorboat, yacht, houseboat, floating home or any other type of watercraft moored or docked on any of the waters of The Anchor. A special permit will not be granted if the lot upon which the dock is located does not have Association approved landscaping, lighting and parking, or if the sewage from the vessel is not disposed of through lines from the vessel to the sewage system on the lot.

This Amended and Restated Revived General Covenants and Restrictions for The Anchor Property Owners' Association, Inc., has been approved by affirmative vote

of at least two-thirds (2/3) of the voting interests of the Association, said approval occurring at the Members' Meeting held on January 29, 2021.

The undersigned, The Anchor Property Owners' Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

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 7th day of February, 2021.

WITNESSES AS TO PRESIDENT:

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

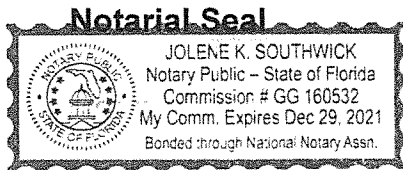
[Signature]
Print Name: Rene Alvarado

By: Michael Fifer
Michael Fifer, President

[Signature]
Print Name: C. Crook

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Michael Fifer, as President of The Anchor Property Owners' Association, Inc., [] who is personally known to me, or [] who has produced as identification on February 7th, 2021.



Jolene K Southwick
Notary Public
Print Name: Jolene K Southwick
My Commission Expires: 12/29/21

WITNESSES AS TO SECRETARY:

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

[Signature]
Print Name: Rene Alvarado

By: Helen Camp
Helen Camp, Secretary

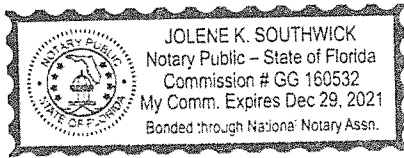
[Signature]
Print Name: C. Crook



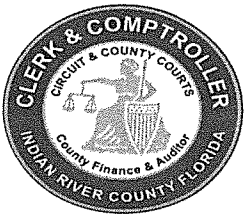
STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Helen Camp, as Secretary of The Anchor Property Owners' Association, Inc., who is personally known to me, or who has produced _____ as identification on February 1st, 2021.

Notarial Seal



Jolene K Southwick
Notary Public
Print Name: Jolene Southwick
My Commission Expires: 12/29/21



Indian River County
 Clerk of the Circuit Court
 Jeffrey R. Smith
 Vero Beach FL 32960
 (772) 770-5185

Transaction # 1129297	Agent # 1051	Source: Mail
Receipt # 1070802	Attention:	Returned: Mail
Cashier Date: February 16, 2021	Name: ROSS EARLE & BONAN, P.A.	Will Call #
Cashier: Julie	Address: 789 SOUTH FEDERAL HIGHWAY SUITE 101 STUART, FL 34994	

AGENT TRANSMITTAL/MIS CFN: Book: Page:

From: To: Comments:

RESTRICTIONS CFN: 3120210010579 Book: 3388 Page: 1218

From: ANCHOR PROPERTY OWNER To: PUBLIC
 Recording @ 1st=\$10 Add'l=\$8.50 ea. \$112.00

RESTRICTIONS CFN: 3120210010580 Book: 3388 Page: 1231

From: ANCHOR PROPERTY OWNER To: PUBLIC
 Recording @ 1st=\$10 Add'l=\$8.50 ea. \$129.00

PAYMENT: CHECK 27031 AMOUNT: \$112.00

PAYMENT: CHECK 27030 AMOUNT: \$129.00

Total Payments: \$ 241.00 Total Fees: \$ 241.00 Shortage: \$0.00 Overage: \$0.00