

REVITALIZED DECLARATION OF RESTRICTIONS, CONDITIONS,  
COVENANTS AND RESERVATIONS FOR THE MOBILE HOME COMMUNITY  
KNOWN AS PALM BAY COLONY

THIS REVITALIZED DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS ("Revitalized Declaration") is made this 11th day of April 2016, by Palm Bay Colony Homeowners Association, Inc., A Florida not-for-profit corporation (the "Association/Grantor") and the owners of properties within the Plat(s) of Palm Bay Colony as described in Plat Book 24, Pages 37 through 40 (as well as that Certain Replat of Portions of Palm Bay Colony Sections one, two, three & four as described in Plat Book 24, Page 107) of the Public Records of Brevard County, Florida. Said Revitalized Declaration is a revival of the following: Declaration of Restrictions, Conditions, Covenants and Reservations ("Declaration") as recorded in Official Records Book 1483, Page 461, of the Public Records of Brevard County, Florida, as amended on the 31st day of January, 1979 as recorded in Official Records Book 2001, Page 536, of the Public Records of Brevard County, Florida; as amended on the 26th day of April, 1979 as recorded in Official Records Book 2040, Page 737, of the Public Records of Brevard County, Florida; as amended on the 28th day of August, 1991 as recorded in Official Records Book 2322, Page 2248, of the Public Records of Brevard County, Florida; as amended on the 10th day of February, 1999 as recorded in Official Records Book 3964, Page 2809, of the Public Records of Brevard County, Florida; and as amended on the 28th day of September, 2001 as recorded in Official Records Book 4429, Page 2207 of the Public Records of Brevard County, Florida., all as consolidated and retyped below. This revival is sought pursuant to §720.403-720.407 (2015).

The properties joined into and made subject to the Revitalized Declaration shall be as provided by the following chart, in accordance with Florida Statutes:

RECITALS:

A. Association/Grantor, Palm Bay Colony is a mobile home community subdivision located in Brevard County, Florida which is composed of the following described land:

The Southwest Quarter (SW 1/4) of Section 14, in Township 28 South, Range 37 East, excepting therefrom the property conveyed to Brevard County, Florida described in Deed Book 423, Page 184 and Official Records Book 1084, Page 73 and Official Records Book 807, Page 412 and Official Records Book 1100, Page 225, respectively of the records of Brevard County, Florida, less the East 500 feet and less the West 430 feet (more or less) and as described in Plat Book 24, Pages 37 through 40 (as well as that Certain Replat of Portions of Palm Bay Colony Sections one, two, three & four as described in Plat Book 24, Page 107) of the Public Records of Brevard County, Florida.

C. The Grantor is desirous of subjecting said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which are and is for the benefit of said property and for each owner thereof and for the Association Grantor, and each and all of which shall inure (sic) to the benefit of and pass with said property and each and every parcel thereof; and shall apply to and bind the successors in interest of any owner thereof and shall constitute covenants running with the land.

NOW THEREFORE, the Grantor hereby declare that the real property described herein is and shall be subject to this Consolidated and Restated Declaration of Restrictions, Conditions, Covenants and Reservations for Palm Bay Colony Homeowners Association, Inc., hereinafter set forth.

1. PALM BY COLONY shall be a mobile home community.

(a) The mobile home must be permanently affixed and installed in compliance with the requirements of the state, city and county regulations.

(b) All mobile homes placed on any lot in Palm Bay Colony shall not be less than 960 square feet and shall be measured to be not less than 24 feet wide by 40 feet in length. All mobile homes placed on any lot shall also be approved by Palm Bay Colony Homeowners Association, Inc., through its board of directors.

(c) Be inspected and approved as to age, appearance, condition and structural standards of the Grantor.

(d) A mobile home unit must be placed on owner's lot within two (2) years from date of closing.

2. The Grantor shall approve the location of all mobile homes on said lot.

3. No mobile home, garage, carport, cabana, accessory or utility building will be permitted, erected or altered on any lot until such construction plans and specifications, with plan showing the location of the mobile home and/or structure, has been approved by the Grantor as to the quality of the workmanship and materials, harmony of external design with existing mobile homes and structures and as to the location on said lot.

4. The Grantor's approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

5. No mobile home shall be placed upon any lot unless there is also affixed thereto an approved patio of not less than ten (10) feet by twenty (20) feet, which may or may not be enclosed. Provided, however, that no mobile home structure, add-on accessory be placed or erected on any lot closer than eight (8) feet to side and rear property line and ten (10) feet to front property line.

6. Only manufactured type mobile homes can be placed on any lot and the intent and purpose of this requirement is to prevent the placing of any homemade mobile home on any lot for any use.

7. All mobile homes placed on any lot shall have complete sanitary facilities which shall include lavatory, wash basin, tub or shower and kitchen sink and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.

8. All mobile homes placed on any said lot shall be elevated a minimum of sixteen (16) inches and a maximum of twenty-four (24) inches. All mobile homes not set upon a solid foundation shall be enclosed by installing a skirt enclosure reaching from the ground to the base of the mobile home so that the undercarriage is not visible from the street or side, the skirt shall be installed no later than one (1) month from date mobile home is placed on a lot. Skirting must consist of stucco, split rock, brick or fieldstone.

9. All lots shall be kept mowed regularly, including that area from the lot to the edge of the paved street, and clear of any unsightly objects, and in the event that any lot in the said Subdivision breaches this restriction, the undersigned reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, and the cost of same shall become a lien for the payment of the said lot shall be liable for the payment of the said cost to the undersigned and failure of the lot owner to pay the same, the undersigned can foreclose said lien in accordance with the laws of the State of Florida for foreclosing mechanic's lien.

10. No building material, lumber or trash of any kind or description shall be stored or left to accumulate on any lot in the above subdivision.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No animals, livestock, 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, but never more than one (1) dog and one (1) cat per mobile home.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easements of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible and right of ingress and egress is hereby reserved to allow workers to go upon said easements for the purpose of working utilities, etc.

14. No fence, when installed, shall be more than five (5) feet in height, shall not be constructed of solid materials and shall have at least a thirty-five percent (35%) opening in said fence so as not to obstruct the view, and comply with zoning regulations, nor shall the fence be within twenty-five (25) feet of front lot line.

15. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage, and shall not be visible from the street.

16. All boats, camping vehicles, travel trailers, recreational vehicles or any other vehicle which contains facilities for sleeping, cooking or is otherwise self-contained, shall not be stored, placed or parked on any lot.

17. All playground equipment, including, but not limited to swings, swing sets, merry-go-rounds, play pens and boxes, toys, etc. and clothes lines shall be located in the rear yard of the mobile home and not in the front yard.

18. All cars, vans and pick-up trucks shall be parked in an orderly and neat fashion and in a driveway. No cars, vans or pick-up trucks shall be parked in the front or rear yards. No cars may be parked in the street right-of-way. No more than one (1) truck will be permitted to be parked overnight on any lot in the Subdivision.

19. All bicycles and motorcycles shall be parked in an orderly and neat fashion in a carport, enclosed garage or in the rear of the mobile home so as not to be visible from the street.

20. No trade or business may be conducted on any residential lot. Business activities must be confined to conferences.

21. No garbage or trash shall be burned on any lot in said Subdivision and all garbage, trash or other refuse shall be kept in clean and covered receptacles located either in the rear of said mobile home in a building, cabana or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers in said section of this Subdivision to see that their garbage, trash and other refuse is systematically and promptly collected by a refuse collector per County Regulations. All Garbage or trash shall be placed in plastic bags or covered containers on side of street on garbage and trash pick-up days.

22. No existing trees to be removed without the written permission of the owner and then only those trees that would interfere with the construction of the above listed structure.

23. No one will cover, place a culvert or any obstruction in drainage ditch, swak or drain without the written approval of the Brevard Engineering Department.

24. No commercial advertising or display signs shall be permitted on a residential lot within the Subdivision except that no more than one (1) professionally painted sign of 18" by 24", three (3) square feet or less noting property for sale or rent shall be permitted on residential lots; except signs used by developers to advertise the property for sale.

25. All mobile homes must be connected to the City of Palm Bay water and sewer system servicing this Subdivision; and no private wells or septic tanks shall be permitted. No gas appliances are to be utilized in any mobile home. Shallow wells for sprinkler system only will be permitted.

26. All mobile homes in the above Subdivision must have a minimum of two (2) cars off street parking area.

27. All numbered lots in the above Subdivision are designated as residential lots which shall not be used for any other purpose than the housing of one (1) single family.

28. These Deed Restrictions shall constitute a covenant running with the land and shall be binding upon the Grantor and all persons deriving title through the Grantor, subject to the provisions herein. These Restrictions shall be for the benefit and limitation upon all present owners of the said lands.

29. Said lots are hereby restricted to family residents for (adults only), minors shall not be permitted to reside on any lot except as short-term guests. Palm Bay Colony is hereby declared a community for elderly persons who are 55 years-or-older. This Declaration is made to conform with federal law to enable Palm Bay Colony to qualify as a community for elderly persons. Palm Bay Colony shall have at least 80% of the occupied units occupied by a least one person 55 years of age or older. It shall be the responsibility of the owners or their designee to maintain accurate records for the verification of occupancy and the owners or their designee shall establish rules and regulations and procedures for the verification of occupancy and for the proper documentation for the Community's intent to operate as a 55 years-or-older community.

30. The Grantor reserves the right to amend this Deed of Restriction at any time during which it owns, of record, a majority of the lots in said Subdivision.

31. The owner of each lot within the Subdivision shall be governed by and shall comply with the provisions of this Deed of Restrictions. In any action brought against an owner by Grantor, for damages or injunctive relief due to such owner's failure to comply with the provisions of the Deed of Restrictions, Grantor shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

32. These restrictions, as well as any prior restrictions and amendments to the original declaration dated October 1", 1974, recorded in the official records book 1483, page 461 shall be enforceable in law or equity by any owner or by Palm Bay Colony Homeowners Association, Inc.

The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

SIGNATURES AND ACKNOWLEDGEMENTS  
APPEAR ON THE FOLLOWING PAGE

