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MISSION LAKE VILLAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MISSION LAKE VILLAS, INC., a Florida corporation, hereinafter referred to as "Developer," is the owner of land in the County of Brevard, State of Florida, more particularly described below, and hereinafter often referred to as either subdivision or lots therein; and

WHEREAS, SUNTREE is a planned unit development (P.U.D.) located in Brevard County, Florida. The land plan for SUNTREE property contemplates a variety of land use, including, without limitation: single-family detached homes, cluster homes, townhomes, and condominium units. The land plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. MISSION LAKE VILLAS is a subdivision initially containing sixty-six (66) single-family lots and common properties in SUNTREE; and

WHEREAS, at the time of their development, each subdivision and condominium in SUNTREE is subjected to use restrictions and architectural controls. These use restrictions and controls are contained in a document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions," which is recorded in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, as amended from time to time (the "Master Covenants"). The Master Covenants provide for their enforcement by an overall master association. Each owner of a lot or unit in SUNTREE which has been subjected to the Master Covenants is a member of the master association; and

WHEREAS, in addition to the Master Covenants, other covenants and restrictions may be imposed on a subdivision by the Developer of that condominium or subdivision. These covenants relate only to the particular subdivision and are generally enforced by a subdivision association; and

WHEREAS, MISSION LAKE VILLAS subdivision will be encumbered by both the Master Covenants which will be enforced by the master association and by covenants which pertain only to MISSION LAKE VILLAS that are enforced by a subdivision association; and

WHEREAS, Developer desires that all of the below-described real property be subject to like restrictions for the mutual benefit and protection of themselves and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof,

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare the real property described below

to be subject to the following restrictions, covenants, reservations and conditions, binding upon the said Developer and upon each and every person, both real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns. These covenants, conditions and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said restrictions, reservations and conditions are as follows:

I. DEFINITIONS; PROPERTY SUBJECT TO THIS DECLARATION; AMENDMENTS; GENERAL PROVISIONS.

1. DEFINITIONS

A. "Developer" shall mean and refer to MISSION LAKE VILLAS, INC., a Florida corporation, its successors or assigns.

B. "Lot" shall mean and refer to the individual platted lots in MISSION LAKE VILLAS owned by Developer or its successors or assigns.

C. "Association" shall mean and refer to the MISSION LAKE VILLAS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

D. "Owner" shall mean and refer to the record owner of a fee simple title to any lot in MISSION LAKE VILLAS.

E. "ARC" shall mean and refer to the Architectural Review Committee so established under Article VI hereof.

F. "Board" shall mean and refer to the Board of Directors of the MISSION LAKE VILLAS HOMEOWNERS' ASSOCIATION, INC.

2. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the restrictions herein is located in Brevard County, Florida, and is legally described as:

See Exhibit A, which is attached hereto and incorporated herein.

3. AMENDMENTS. So long as Developer, its successors or assigns owns ten (10%) percent or more of the lots in MISSION LAKE VILLAS, it may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Brevard County, Florida. At any time after the Developer or its assigns no longer owns ten (10%) percent or more of the lots above-described, the then owners of at least two-thirds (2/3) of the voting interest of the Association membership may change

these covenants and restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Brevard County, Florida.

4. GENERAL PROVISIONS. The property described in Exhibit A is to be developed into sixty-six (66) single-family "zero lot line" lots. These lots will be constructed by the Developer, its successors or assigns.

II. PROPERTY RIGHTS

1. TITLE TO COMMON AREA AND PROPERTY. The common area and property in the property herein shall include the entry wall, planting areas, easements for the interior lake and retention system, as more specifically designated on the recorded plat. The "large lake" is owned by the Master Association of the SUNTREE P.U.D. Developer shall transfer the legal title to the common areas prior to or simultaneously with the conveyance by Developer of the lot which would cause the Developer to own less than ten (10%) percent of the lots in MISSION LAKE VILLAS.

2. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to suspension by the Association for the following:

A. Violation of rules and regulations governing use and enjoyment of the common areas adopted by the Association.

B. For any period during which any assessment remains unpaid.

III. HOMEOWNERS ASSOCIATION

1. MEMBERSHIP. Every person or entity who is a record fee simple owner of a lot in MISSION LAKE VILLAS, including the Developer at all times as long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment.

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member shall be the declarant, who shall be entitled to eight (8) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

B. On December 31, 2001.

2. ESTABLISHMENT OF HOMEOWNERS' ASSOCIATION. There shall be established a homeowners' association, hereinafter sometimes referred to as Association, composed of record owners of each lot. The Association shall be the MISSION LAKE VILLAS HOMEOWNERS ASSOCIATION, INC., organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas and property of MISSION LAKE VILLAS and other duties hereafter provided for. The Association shall have all the powers and duties set forth in this Declaration and in the Articles of Incorporation and By-Laws and as granted by the laws of the State of Florida to non-profit corporations.

The Association shall be governed by a Board of Directors consisting of at least three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of said Board of Directors or such lesser number as it may choose, as long as Developer owns ten (10%) percent of the lots in MISSION LAKE VILLAS. Members of the Board of Directors as to whom Developer may relinquish the right to appoint, and all members of the Board of Directors after Developer no longer owns ten (10%) percent of the lots in MISSION LAKE VILLAS, shall be elected by and shall serve at the pleasure of a majority vote of the general membership of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and Association. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in MISSION LAKE VILLAS, then and in that event, the Developer and its appointed board members shall resign and the general membership shall elect a successor Board of Directors to administer and govern the Association in accordance with this Declaration, the Association's Articles of Incorporation and By-Laws.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, replacement reserve and reasonable operating reserve for the common property, in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per lot, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each lot, at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent notice thereof. Provided, however, that if the total annual assessment is less than one hundred twenty (\$120.00) Dollars, the Association may collect the assessment, in the sole discretion of the Board of Directors of the Association, in one annual payment and for up to one year in advance.

Special assessments may be made by the Board of Directors of said Association from time to time to meet other needs or requirements of the Association in the operation and management of the common areas, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

The liability for any assessment or portion thereof may not be avoided by any lot owner or waived by reason of such owner's waiver of the use and enjoyment of any of the common areas or by his abandonment of his lot.

The record owners of each lot shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association, and for all costs of collection of delinquent assessments. In the event assessments against a lot are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. There shall be a Twenty-Five (\$25.00) Dollar late fee for each assessment that is unpaid for more than ten (10) days after due date. In addition to the late fee, assessments and late fees that are unpaid for more than thirty (30) days after due date shall bear interest at the rate of eighteen (18%) percent per annum until paid.

The Association shall have a lien on each lot for any unpaid assessments, and interest thereon which has been assessed against the lot owner of such property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorney fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for an assessment shall be subordinate to and inferior to any recorded institutional first mortgage, or mortgage of Developer, regardless when said assessment was due, but not to any other mortgage. For the

purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, mortgage company, Developer or insurance company authorized to transact business in the State of Florida.

IV. COVENANTS FOR MAINTENANCE ASSESSMENTS

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each lot owned by it within MISSION LAKE VILLAS, hereby covenants, and each owner of any lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments and late fees, together with interest thereon from the due date at the rate of eighteen (18%) percent per annum and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such assessment is made, and shall also be the personal obligation of the owner. In the event the highest rate of interest allowed by law is increased from eighteen (18%) percent, the Board, in its sole discretion, shall have the right to increase the interest rate on unpaid assessments to the highest rate allowed by law.

2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents, and in particular for the improvement and maintenance of common area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

3. MEMBERS' APPROVAL OF ANNUAL ASSESSMENTS. Annual assessments set by the Board of Directors must be approved by simple majority of members of the Association present at the meeting called to approve such assessments.

4. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each lot in MISSION LAKE VILLAS.

5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors. ~~the Association~~ ^{the Association}, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice

of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of any meeting.

6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the lots and assessments applicable thereto which shall be sent to each owner at his last known address. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. AFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner(s) against whom the assessment is levied.

If the assessment and late fee, if any, are not paid within thirty (30) days after the delinquent date, which shall be set by the Board of Directors of the Association, the assessment and late fee shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

9. SUBORDINATION TO LIEN OF MORTGAGES. The lien of the assessments for which provision is herein made, as well as in any other article of this Declaration, shall be subordinate to the lien of any first mortgage to the Developer, a bank, life insurance company, federal or state savings and loan association,

or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer to the Association that the lien is subordinate to a mortgage shall be dispositive of any questions or subordination.

10. EXEMPT PROPERTY. All property except that which is legally platted into individual lots as per the recorded plat of MISSION LAKE VILLAS, shall be exempt from assessments. Furthermore, all property owned by the Developer, in the ordinary course of business, including individually platted lots, shall be exempt from assessments.

V. EXTERIOR MAINTENANCE ASSESSMENT

1. EXTERIOR MAINTENANCE. The Association shall keep all lots and all landscaping improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. In addition to maintenance upon the common area, the Association may provide upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance, including but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard clean-up and/or maintenance.

2. ASSESSMENT OF COSTS. The cost of such maintenance shall be assessed against the lot(s) upon which such maintenance is performed. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

3. ACCESS AT REASONABLE HOURS. For the purpose of performing the maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, after giving three days' notice in writing to the owner, to enter upon any lot or the exterior of any improvements thereon between the hours of 9:00 a.m. and 5:00 p.m. on any day except Saturday or Sunday and such entry shall not be deemed a trespass. In the event there is a serious health or safety hazard, the three days' notice requirement shall be waived.

VI. ARCHITECTURAL CONTROL

1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No improvement or structure of any kind, including without limitation, any grading, clearing, extensive interference with the landscape, building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee hereinafter referred to as ARC. All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit B, as the same may from time to time be amended by the MISSION LAKE VILLAS HOMEOWNERS' ASSOCIATION.

2. ARCHITECTURAL REVIEW COMMITTEE. The architectural and control review functions as provided for in this Article shall be administered and performed by an Architectural Review Committee, hereby created and hereafter referred to as ARC.

Said ARC shall consist of three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose, as long as it owns ten (10%) percent or more of the lots in MISSION LAKE VILLAS. Developer further expressly reserves the absolute right, in its sole discretion, to adopt, amend, modify or waive, in whole or in part, the Architectural Planning Criteria, or compliance therewith, for as long as it owns ten (10%) percent or more of the lots in MISSION LAKE VILLAS. Members of the ARC as to whom Developer may relinquish the right to appoint, and all members of the ARC after Developer no longer owns ten (10%) percent or more of the lots in MISSION LAKE VILLAS, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by a Developer. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in MISSION LAKE VILLAS, then and in that event, the appointment, and/or administration of the ARC shall be performed by the Association or its appointed committee, in accordance with Section 3 below.

3. POWERS AND DUTIES OF THE ARC.

A. Prior to Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in MISSION LAKE VILLAS, the ARC appointed by said Developer shall operate independent of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before said ARC. Approving, disapproving, modifying or waiving the same upon the majority vote of its committee members.

B. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in MISSION LAKE VILLAS, the ARC shall then come under the control of, and shall be administered by the Association. The ARC shall have the following powers and duties:

To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

4. PURPOSE OF THE ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within MISSION LAKE VILLAS. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

5. PROCEDURE BEFORE THE ARC. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Declaration. No later than fifteen (15) business days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the fifteen (15) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The initial address of the ARC shall be: 33 Suntree Place, Suite A, Melbourne, Florida 32940.

VII. RESTRICTIONS

1. RESIDENTIAL USE. The property subject to these covenants and restrictions may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected nor shall any improvements or construction commence upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size.

2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the prior written consent of the ARC.

3. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than a residential home.

4. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved in advance and in writing by the ARC.

5. AUTOMOBILE STORAGE AREAS. No automobile storage area shall be enclosed or converted to other use without the express written approval of the ARC.

6. CLOTHES DRYING AREA. No portion of any lot shall be used for a drying or hanging area for laundry of any kind. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (1989).

7. LANDSCAPING. A COMPREHENSIVE LANDSCAPING PLAN (THE "PLAN") FOR EACH HOME MUST BE SUBMITTED TO AND APPROVED BY THE ARC PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, LOT CLEANING OR LANDSCAPING. THE PLAN SHALL SHOW THE LOCATION OF ALL TREES AND SHRUBS, THE TRUNKS OF WHICH EXCEED THREE (3") INCHES IN DIAMETER AT ONE FOOT (1') ABOVE THE NATURAL GRADE OF THE LAND. THE PLAN SHALL BE PREPARED BY A LANDSCAPE ARCHITECT OR QUALIFIED LANDSCAPE DESIGNER.

8. NUISANCES. Nothing shall be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

9. SIGNS. No sign of any kind other than the name and address of the owner shall be displayed to the public view on any lot or improvements thereon except for the following:

A. Homeowners may display one sign not exceeding four square feet, provided said sign is expressly approved in advance and in writing by the ARC.

B. The size, design and color(s) of all signs shall be subject to approval by the ARC.

C. This provision shall not apply to the Developer, its successors or assigns.

10. BOARDING UP. There shall be no "boarding up" of houses while the homes are vacant for a long period of time. There shall be allowed storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.

11. TOPOGRAPHY. THERE SHALL BE NO CHANGE IN THE TOPOGRAPHY OF ANY LOT EITHER FOR CONSTRUCTION OR LANDSCAPING WITHOUT PRIOR WRITTEN PERMISSION OF THE ARC; HOWEVER, NEITHER THE ARC NOR ANY OWNER SHALL BE PERMITTED TO FILL ANY ADJACENT LAKE OR WATERWAY OR ANY RETENTION AREA. THIS PROVISION SHALL NOT APPLY TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS.

12. AIR CONDITIONING. No window or wall air conditioning units shall be permitted.

13. EXTERIOR STAIRWAYS. Exterior stairways shall be permitted if approved by the ARC.

14. RENTALS. Owners shall not rent their property for periods of less than one year, and any homeowner desiring to rent his property shall first have the proposed tenant approved in advance and in writing by the Board.

15. FILLING-IN PROHIBITED. No lot or parcel shall be increased in size by filling-in the waters on which it abuts. The elevation of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots, or obstruct the drainage in any manner. This provision shall not apply to the Developer, its successors, or assigns.

16. CERTAIN VEHICLES. No unlicensed or non-operative motor vehicle may be parked on any lot at any time. No commercial vehicle, truck, bus or similar vehicle shall be parked on any lot except when rendering a service or making a delivery, nor shall any motor vehicle be parked overnight in the road right-of-way.

17. PROHIBITION ON VACATING LOTS. The Association and any lot owner and successor in interest to a lot owner or Association shall be prohibited from vacating any lots to become roads that would interfere with the private use and overall concept of the MISSION LAKE VILLAS community as is being established in accordance with the Declaration of Covenants and Restrictions.

18. MISCELLANEOUS. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse

pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining lots or public areas.

19. ROOFS. All roofs of principal structures shall be composed of tile, unless some other material is approved in advance by the Architectural Review Committee; in no event, however, shall asphalt or fiberglass shingles be used.

20. BLOCK. There shall be no exposed block.

21. SQUARE FEET. The minimum square footage for a single family residence shall be 1,700 square feet of living space.

VIII. GENERAL PROVISIONS

1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions, in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give Developer and/or Association and/or owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner(s) of the subject property, provided such proceeding results in a finding that such owner was in violation of said covenants and restrictions. Expenses of litigation shall include attorney's fees and costs incurred by the Developer and/or the Association in seeking such enforcement.

2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

3. SEVERABILITY. Invalidity of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

5. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law, on this, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Robert B. Lynds
Robert B. Lynds
V. M. Petrillo
VMPETRILLO

MISSION LAKE VILLAS, INC., a
Florida corporation

By: Charles R. Boyd
CHARLES R. BOYD, President

STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of March, 1992, by CHARLES R. BOYD, as President of MISSION LAKE VILLAS, INC., a Florida corporation; who is personally known to me, or who produced Personally known to me as identification, and who did take an oath.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 26, 1992
BONDED THRU GENERAL INS. UND.

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Barbara J. Koenig AA552296
Notary Public Signature

Barbara J. Koenig
Print Notary Public Name