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IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VILLAGE WALK SOUTH OF VERO BEACH**

THIS DECLARATION, made and executed as of the 15<sup>th</sup> day of JULY, 2002, by *VILLAGE WALK SOUTH OF VERO BEACH, LLC*, a Florida limited liability company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Indian River, State of Florida, being more particularly described in the schedule attached hereto as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, conveyed, leased, encumbered and otherwise dealt with subject to the easements, restrictions, covenants, and conditions, reservations, charges and lien rights hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, said real property and be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Defined Terms.** The following words and phrases, when used in this Declaration or any supplemental declaration hereto, shall have the following meanings:

(a) "Additional Property" shall mean real property other than that described herein which may in the future be brought within the jurisdiction of the Association and this Declaration by amendment or supplement to this Declaration.

(b) "Architectural Review Committee" and "ARC" shall refer to the committee established and described in Article V hereof

(c) "Articles" shall mean the Articles of Incorporation of the Association as they may exist from time to time, a copy of the Articles as initially filed with the Florida Department of State being attached hereto as Exhibit "B".

(d) "Association" shall mean *VILLAGE WALK SOUTH OF VERO BEACH HOMEOWNERS ASSOCIATION, INC.*, a Florida not for profit corporation, its successors and assigns.

(e) "Board" shall mean the Board of Directors of the Association.

L - *VILLAGE WALK SOUTH OF VERO BEACH, LLC  
233 W. PARK AVE.  
WINTER PARK, FL 32789*

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(f) "**By-Laws**" shall mean the By-Laws of the Association as they may exist from time to time, a copy of the initial By-Laws adopted by this Association being attached hereto as **Exhibit "C"**.

(g) "**Common Expenses**" shall mean expenditures for maintenance, operation and other services required or authorized to be performed by the Association with respect to the Common Area, Surface Water Management System, Lakes or otherwise.

(h) "**Common Area**" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties, all real property, including any improvements thereon, owned by the Association for the common use and enjoyment of the Owners, any Lot or parcel of land subsequently deeded by the Declarant to the Association for the use by the Owners, the Surface Water Management System, and the rights-of-way of all streets within the Properties.

(i) "**Conservation Easements**" shall mean dedications, if any, granted by the Declarant pursuant to the provisions of Section 170 of the Internal Revenue Code of 1986, as amended, and/or pursuant to conservation ordinances, laws, rules and regulations of applicable governmental authorities.

(j) "**Declarant**" shall mean VILLAGE WALK SOUTH OF VERO BEACH, LLC, a Florida limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or By-Laws, it shall be deemed to include the successors and assigns of the Declarant, but only to the extent specifically so identified by an instrument in writing executed and recorded by the Declarant and shall not include an Owner who has purchased a Lot from the Declarant.

(k) "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions as it may, from time to time, be amended or supplemented.

(l) "**Institutional Lender**" shall mean the owner and holder of a mortgage encumbering a Lot when such owner and holder shall be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, public or private pension fund, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, a credit union, real estate or mortgage investment trust, or other lender generally recognized in the community as an institutional lender.

(m) "**Lot**" shall mean any parcel of land shown on any recorded subdivision map or plat of the Property upon which shall be located a residential dwelling unit.

(n) "**Maintenance**" shall mean, but not be limited to, cleanup, landscaping and grounds care, upkeep of recreational amenities, if any, the Conservation Easement, the Surface Water Management System and other facilities within the Common Area, and repair, maintenance and upkeep of the entry features. The term "maintenance", as applied to the Surface Water Management System, shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District, including (i) checking the inlets for accumulation of debris and sedimentation; (ii) checking for pond side slope stability by replacing dead sod and, after mowing operations, checking for disturbed side banks; (iii) cleaning sediment out of mitered end section (inflow to pond); and, (iv) checking rear lot berms for blockage and destabilization. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the St. Johns River Water Management District.

(o) "**Member**" shall mean all Owners who are Members of the Association as provided in this Declaration.

(p) "**Notice**" shall mean delivery to the person or entity who appears as Owner in the records of the Association of any document by mail with postage prepaid to the last known address reflected in the records of the Association. Notice to one of two or more co-owners of a Lot shall constitute notice to all Owners of such Lot.

(q) "**Owner**" shall mean the owner as shown on the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot located within the Property or any Additional Property. Owner shall not mean the holder of any mortgage or lien unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure nor shall the term include any lessee or tenant of any Owner.

(r) "**Plan**" shall mean any recorded plat of any portion of the Property and Additional Property for the development of VILLAGE WALK SOUTH OF VERO BEACH.

(s) "**Property**" shall mean the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, any Additional Property which may be made subject to this Declaration in the manner provided herein.

(t) "**Surface Water or Stormwater Management System**" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, *Florida Administrative Code*.

Section 1.2. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## **ARTICLE II**

### **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA**

Section 2.1. Utility Easements. The Declarant reserves the right to grant easements to any public or private utility or governmental authority providing utility and other services within the Property and the Common Area over, under, upon and through the Property and Common Area. Any such easement granted by the Declarant pursuant hereto shall be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, lift stations, effluent disposal lines, pipes, wires, power lines, telephone service, gas lines, cable television service, alarm systems, and like machinery, equipment and apparatus appurtenant to all of the forgoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and the Common Area. All such easements shall be of such size, width and location as the Declarant, in its discretion, deems appropriate; provided,

however, such discretion will be exercised in such a manner so as to not unreasonably interfere with the use of any improvements which are now, or may hereafter be, located upon the Property.

Section 2.2. Owners' Easement of Enjoyment. Except as to the Surface Water Management System which shall be operated and maintained by the Association as required by the St. Johns River Water Management District, every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot.

The Surface Water or Stormwater Management System shall include those portions of the Property designated as retention areas or drainage easements or similar nomenclature (collectively "Drainage Areas") by Declarant for irrigation, drainage or beautification purposes in a manner consistent with the original design thereof by the Declarant and in accordance with the requirements of applicable governmental authorities. The Drainage Areas shown on any Plat or conveyance shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the Declarant or applicable governmental authority. In the event of a dissolution or termination of the Association, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

### **ARTICLE III RULES AND REGULATIONS**

Section 3.1. Residential Use. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein; provided, however, the lease or rental of a residence shall not constitute a violation of this covenant. However, any tenant will be subject to this Declaration and the rules and regulations of the Association, so long as they occupy a dwelling unit.

Section 3.2. Antennas. No television antennas may be erected and maintained on a Lot if cable television is available to serve the Properties. A satellite dish antenna may be used only in the rear of the residence and may extend to a height not in excess of six feet (6') above the grade of the rear yard as approved by the ARC. Anything contained herein to the contrary notwithstanding, satellite dishes having a diameter of less than nineteen inches (19") shall not be subject to the restrictions noted above.

Section 3.3. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

Section 3.4. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in the Common Area which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

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Section 3.5. Signs Prohibited. No sign on any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and no more than one (1) lawn sign of not more than four and one-half (4 1/2) square feet in size (or such lesser amount as may be required by applicable governmental regulations) advertising the property for sale or rent, provided the same are otherwise in accordance with rules and regulations adopted by the Association. This rule shall not be interpreted to prohibit the placement of political campaign signs. Political campaign signs may be placed on a Lot provided they do not exceed four and one half (4 1/2) square feet in size. Political campaign signs may not be placed on a lot more than thirty (30) days prior to the general election, special election or primary election to which they apply. Political campaign signs must be removed from the lot the day after the election is over. Nothing in this section shall be interpreted in a manner that allows for the placement of political campaign signs in any Common Area.

Section 3.6. Parking. No boat, trailer, recreational vehicle or commercial vehicle shall be parked, stored or otherwise kept on any portion of the Property for more than twenty-four (24) hours, except that any of the foregoing vehicles may be stored in the garage on a Lot so long as the garage door is fully closed while such vehicle is located therein. The term "commercial vehicle" shall include, without limitation, all autos, trucks, vans and other vehicular equipment, which bear signs or shall have printed thereon any reference to a commercial undertaking or enterprise or which are otherwise reasonably obvious as to their intended use. Commercial vehicles in the process of loading or unloading shall not be considered to be "parked" so long as such vehicles shall not be kept on the Property overnight. Further, the Association may promulgate further rules and regulations affecting the parking of any vehicles on the Lot which appear in the best interests of all Owners.

Section 3.7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other customary household pets may be kept on Lots subject to the limitation, pursuant to the Indian River County Uniform Zoning Ordinance, of no more than a total of two (2) domestic cats or dogs maintained on any Lot and further subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible at all times for the prompt collection and proper removal and disposal of all excrement from their pets. The Association may prohibit the keeping of any pet anywhere upon the Property which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Property. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals, and shall at no times allow such animals to constitute a nuisance within any portion of the Property.

Section 3.8. Trash and Garbage. No trash, garbage, or other waste material shall be kept or permitted upon any Lot or the Common Area except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association. All trash receptacles must be kept in the garage, or adjacent to the side of the residence but hidden behind a fence or wall enclosed on two sides (front and side).

Section 3.9. Provisions Are Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the construction of improvements on the Lots and the Common Area, including, without limitation:

(a) erecting, constructing, and maintaining thereon such temporary structures otherwise conforming with applicable zoning regulations of Indian River County as may be reasonably necessary for the conduct of Declarant's business of completing such construction and establishing the Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) maintaining such sign or signs thereon conforming with applicable zoning regulations of Indian River County as may be reasonably necessary in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 3.10 Recreational Equipment. Subject to prior approval of the ARC as to specific location, all basketball backboards and any other fixed games and play structures shall be located at the side or rear of the dwelling, or in the case of corner Lots on the inside portion of the Lot within the setback lines. Treehouses or platforms of the like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon. Skateboard ramps or equivalent structures shall not be permitted on any Lot.

Section 3.11. Fences, Walls, Etc. No fence, wall, hedge, or other shrub planting which obstructs site lines 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-feet (25') from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same site-line limitations shall -apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. Furthermore, no fence shall extend forward beyond a point which is less than fifteen feet (15') behind the primary front elevation of any residence to which such fence may be adjacent. Except as expressly provided herein, front yard fencing shall not be permitted, nor shall open chain-link fence be permitted. All such fences, walls, hedges and other vertical barriers shall at all times conform with the applicable provisions of the Indian River County Uniform Zoning Ordinance as to obstruction of vision. While Association may consider other options, the preferred fence will be a six-foot wood stockade. All fences will be required to be painted at least bi-annually, the same color as the base body color of the home.

Section 3.12. Municipal Service Taxing Units. Indian River County may require or permit the Declarant to form one or more municipal service taxing units for maintenance and operation of street lights to be installed on the Properties or maintenance of stormwater drainage and retention systems on the Properties. All Lots shall be encompassed within any such taxing unit which may be established and shall be subject to the restrictions, limitations and assessments as may be imposed upon the property within any such taxing unit. All Owners shall be bound by any agreement or resolution creating a taxing unit and all Owners shall join in and execute any instrument which may be required in connection with the establishment of such taxing unit.

Section 3.13. Swimming Pools. Any swimming pool (including the location, lighting, screening or fencing) to be constructed on any Lot shall be subject to the approval of and the requirements of the ARC, which shall include, but which shall not be limited to, the following:

- (a) above-ground swimming pools shall not be allowed;
- (b) materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations;
- (c) no high-intensity exterior lighting shall be allowed. Standard exterior light fixtures, or security lights not exceeding a 150-watt capacity, are within the allowable standards, so long as they do not adversely impact adjoining property beyond reasonable levels.

Section 3.14. Air Conditioning Equipment. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric may be approved by the ARC. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARC. Exterior components of any cooling or heating system (or a combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 3.15. Transmission Facilities. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot.

Section 3.16. Maintenance of Lots. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers except during pickup, if required to be placed on the curb. All containers shall be kept within an enclosure or underground receptacle which the ARC shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARC.

Section 3.17. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house, within a walled in or screened area, or buried underground, and shall be approved by the ARC prior to construction.

Section 3.18. Mailboxes. All mailboxes shall meet the requirements of the United States Postal Service for multiple mailboxes and shall otherwise conform with the criteria of the Indian River County Traffic Engineer as to type of mailboxes allowed and the specific distance needed in the recovery area of the street system. No mailbox shall be permitted within any dedicated public right of way.

Section 3.19. Inoperative Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Property for a period in excess of two (2) days. There shall be no major maintenance, repair or restoration performed on any motor vehicle on or adjacent to any Lot in the Property; provided, however, such maintenance, repair or restoration may be done if solely within an enclosed garage. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No driveway or exterior parking area shall remain soiled or discolored with excessive or unusual oil or petroleum product stains for more than seven (7) days after such staining may occur.

Section 3.20. Garage Doors. Each residence shall be equipped with automatic garage door openers which shall remain operational at all times. All garage doors of any home shall remain closed at all times when not in use for entry and exit.

Section 3.21. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by further rules and regulations; provided, however, the foregoing shall not be construed as an implied prohibition preventing the Association from extending the scope of such prohibitions and restrictions from time to time by adopting further rules and regulations not inconsistent with this Declaration.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, each of whom shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each platted Lot and each lot approved by the applicable governing authority for inclusion within the Property owned by the Declarant. 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 January 1, 2007.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual, special and other assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor; provided, however, in no event shall assumption by a successor relieve the former Owner of any personal liability arising hereunder. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, their guests, lessees and business invitees; for the improvement, repair, replacement and maintenance of the Common Area and the improvements located thereon; for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and, for the general purpose of enabling the Association to perform and fulfill its authorized or required rights, powers, duties and obligations.

Section 5.3. Annual Assessments. The Association shall have the power to levy annual assessments against the Lots and the Owners thereof in the manner and for the purposes provided herein. The Association shall have the further right to require the payment of annual assessments in monthly, quarterly or semi-annual installments as the Association may deem necessary and appropriate.