

CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLA.

# PGS.	29	# NUMBER	2
TRUSTEES	15.00	DEED FEE	
REGISTERS	117.00	RECORDING FEE	
DOCS. \$		STATE TAX FEE	
NOT TAX \$		PROPERTY TAX	
SEN. CHG. \$			
REFUNDS			

GREENBRIAR VILLAGE

GENERAL

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made by JOYAL ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain property in the County of Brevard, State of Florida hereinafter referred to as "the Property," and described as:

GREENBRIAR VILLAGE, according to the plat thereof, recorded in Plat Book 34, Pages 73 through 74, Official Records of Brevard County, Florida.

NOW THEREFORE, Developer declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, which shall run with the 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 and the Developer.

ARTICLE I

DEFINITIONS

Section 1. "Association" or "Homeowners Association" shall mean and refer to the GREENBRIAR VILLAGE HOMEOWNERS ASSOCIATION OF BREVARD, INC., a non-profit Florida corporation, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Greenbriar Village Homeowners Association of Brevard, Inc.

This instrument prepared by:

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Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "The Property" shall mean and refer to that certain real property described in these covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" or "Common Facilities" shall mean all real property owned by the Association for the common use of the Owners defined herein, including any building, recreational facilities or equipment contained thereon. The Common Areas, to be owned by the Association at the time of conveyance of the first lot, are described as follows:

Tracts A,B,C,D,E,F,G, & H, Greenbriar Village, according to the Plat thereof, as recorded in Plat Book 34, Pages 73 through 74, Official Records of Brevard County, Florida.

Section 6. "Maintenance Area and Facilities." In addition to the Common Area or Common Facilities the Homeowners Association shall also maintain the following public right-of-ways, the West 25 feet of the Stewart Road right-of-way, the entrance median on PGA Boulevard, and the north 77 x 5 foot right-of-way on Lot 1 beginning from the N.E. corner for which a use permit has been obtained from the City of Melbourne, Florida; designated fencing, the sprinkler system for all properties within the plat, and lawn-maintenance for front yards of "Z" lots.

Section 7. "Lot" shall mean and refer to those parcels of land as shown upon the recorded subdivision plat of the properties, with the exception of tracts, the Common Area and public right-of-ways.

Section 8 (A). "Standard" Lots shall refer specifically

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to the following:

Lots 1 through 52, ; of GREENBRIAR VILLAGE, according to the Plat thereof as recorded in Plat Book 34, Pages 73 through 74, of the Official Records of Brevard County, Florida.

Section 8 (B). "Z" Lot shall refer specifically to the following:

Lots 53 through 164, of GREENBRIAR VILLAGE, according to the Plat thereof as recorded in Plat Book 34, Pages 73 through 74, of the Official Records of Brevard County, Florida.

Section 9. "Developer" shall mean and refer to Joyal Enterprises, Inc., its successors and assigns. Joyal Enterprises, Inc. shall at all times have the right to assign its interest herein to any successor or assigns.

Section 10. "Unit" shall refer to dwellings constructed within "The Property."

Section 11. "General Maintenance Designated Fencing" shall mean:

All fencing located on common areas, or on lot lines bordering the common areas, the stormwater retention area (except for "Z" Lot rear property line fences bordering Tract B) and between the platted property and the Stewart Road right-of-way.

Section 12. "Z" Lot Maintenance Designated Fencing" shall mean:

All fencing between any two "Z" lots and fencing (including gates) to give access from the front yard to the rear of "Z" lots, and fencing along the rear property line of "Z" lots (except where "Z" Lot rear property line fencing borders Tract A, or Stewart Road).

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the

Common Area, and said easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

(a) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-Laws of the Association;

(b) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Area;

(c) The right of the Association to suspend the voting rights for any Owner for any period of time during which any assessment against his lot remains unpaid;

(d) The right of the Association to dedicate, sell or transfer all or any part of the Common Area, to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by a majority of the combined total votes of all Class A and Class B members, eligible to vote, has been recorded. Common Area reserved or utilized for drainage retention shall not be conveyed by the Association without the express written consent of the City of Melbourne, Florida.

(e) Declarations of Covenants and Restrictions for "Z" Lots as recorded in the Official Records of Brevard County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Common Area Permitted Uses. The Common Area shall be restricted to the following uses:

The Common Area, now and forever, is expressly reserved and dedicated and shall be maintained as open space for the purpose of drainage retention and such recreational purposes as exist now or hereafter may be established in the future by

the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment 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 2. 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 Class "A" members shall be entitled to one vote for each lot. 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 among themselves 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 Developer (as defined in this Declaration), and the Class "B" member shall be entitled to four (4) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon 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, 1999.

Section 3. Upon turnover of the Association from the Developer to the Owners and thereafter, membership of the Board of Directors of Greenbriar Village Homeowners Association of Brevard, Inc. shall be comprised of one-half "Standard" Lot owners and one-half "Z" Lot owners.

ARTICLE IV

COVENANT FOR MAINTENANCE AND CORPORATE POWERS

The Association shall at all times maintain the "Common Area and Common Facilities" and the "Maintenance Area and Facilities" as defined in this Declaration, in a presentable manner which promotes the health and welfare of the Owners. The Association will be responsible for the mowing of the grass, sprinkler system maintenance, improvements maintenance, signage maintenance, designated fencing maintenance, landscaping maintenance and the maintenance of all Lots, Common Areas, right-of-ways, etc. to the extent described herein and such other maintenance responsibilities as may be accepted by the Association, by majority vote of its Board of Directors.

The Homeowners Association shall, at its expense, perpetually maintain as open space and as a portion of the common areas and pursuant to the authority granted to it by these Covenants and Restrictions, the stormwater retention areas and any storm water structure or storm water pipes contained within the subdivision.

In the event the Association shall fail to provide maintenance of the stormwater facilities described above, in accordance with the terms of Ordinance 83-5 and the maintenance standards which shall from time to time be adopted by the City of Melbourne Engineering Department for said facilities, the City of Melbourne, Florida may, after thirty days written notice of its intention to do so, perform said work or have said work performed on behalf of the Association and charge the cost of performing said work or having said work performed to the Association.

In the event the City of Melbourne is compelled to provide maintenance of the stormwater facilities described above and the Association shall fail to pay to the City within thirty days the cost of providing said maintenance services; the City shall have and is hereby granted a lien

against the lots and common area for the costs expended. The lien shall be enforceable by the City in accordance with the procedures set forth in these Restrictions for creation and collection of liens for assessments.

In addition to the maintenance responsibility described herein, the Association may exercise such powers and take such actions as authorized or not prohibited by the laws of the State of Florida.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owner within the Property, hereby covenants, and each Owner of any lot by acceptance of a deed to any lot within the properties, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as provided herein. The annual and special assessments, together with interest, costs, reasonable attorney's fees, and any unpaid taxes shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, reasonable attorney's fees, and any unpaid taxes shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Assessments Defined and Payment. All lots shall pay the annual assessment on a quarterly basis. The annual assessment shall be established each year by the Board of Directors of the Greenbriar Village Homeowners Association of Brevard, Inc. by dividing the budgeted cost for maintenance of the properties by the number of lots

conveyed by the developer as shown on the recorded plat for Greenbriar Village, together with a reserve, in an amount not to exceed 10% of the budgeted assessment, which shall be held in an account and shall be adjusted annually based upon the amount of reserves then in said account.

The annual assessments for the two lot categories within Greenbriar Village are:

- a) "Standard" Lot Assessment
- b) "Z" Lot Assessment

The components of the annual assessment for these two lot categories are as follows:

"Standard" Lot Assessment

- (A) General Maintenance Assessment
- (B) Sprinkler System Assessment applicable to "Standard" Lots.

"Z" Lot Assessment

- (A) General Maintenance Assessment
- (B) Sprinkler system Assessment applicable to "Z" Lots
- (C) "Z" Lot Maintenance Assessment.

The General Maintenance Assessment shall include costs for landscaping, general maintenance, improvements, General Maintenance Designated Fencing maintenance, sprinkler system maintenance for the common areas and rights-of-way maintained by the association, signage maintenance and any other charges benefiting all lots within Greenbriar Village.

The Sprinkler System Assessment shall include charges for maintenance and other costs of the sprinkler system and shall be separately computed and stated for the two lot categories of "Standard" Lots and "Z" Lots.

The "Z" Lot Maintenance Assessment shall include all costs for "Z" Lot maintenance to be performed by the Homeowners Association, including all front lawn maintenance, "Z" Lot Maintenance Designated Fencing and front lawn landscaping maintenance; but excluding sprinkler system

maintenance except as covered in the above paragraph.

Sprinkler System Maintenance shall be performed on the entire sprinkler system but any extensions or modifications of water lines desired by an owner, from that originally installed by the developer, shall be undertaken only by the Association or its contractor and said owner shall pay all costs associated with such change or modification.

Section 3. Effective Date of Lien. The lien is effective from and after recording a claim of lien in the public records of Brevard County, stating the description of the lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, and the lien shall remain in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to receive from the Association a satisfaction of the lien.

Section 4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments, taxes, attorney fees and costs without waiving any claim of lien, and the applicable owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid lien, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorney's fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Association's Board of Directors is authorized to settle and compromise the Association's lien if the board deems a

settlement or compromise to be in the best interests of the Association.

Section 5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, Common Facilities and the Maintenance Area and Facilities.

Section 6. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot in Greenbriar Village to an Owner, the maximum annual assessment shall be

(A) "Standard" Lot Assessment for all Lots -\$228.00 per year, (\$57.00 per quarter) per lot. (includes the General Maintenance Assessment and Sprinkler System Assessment).

(B) "Z" Lot Assessment - \$552.00 per year, (\$138.00 per quarter). (includes the General Maintenance Assessment, Sprinkler System Assessment and "Z" Lot Maintenance Assessment)

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of a majority of the combined total votes of all Class A and Class B members eligible to vote who are voting in person or by proxy, in accordance with Article III, at a meeting duly called for this purpose.

(c) The Association Board of Directors may fix the annual assessment in an amount not in excess of the

maximum.

Section 7. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association, through its Board of Directors, 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 acquisition, construction, reconstruction, repair or replacement of a capital improvement that is the maintenance responsibility of the Homeowners Association as described in Article IV upon the "Common Area and Facilities," and the "Maintenance Area and Facilities" including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined total votes of all Class A and Class B members eligible to vote, who are voting in person or by proxy at a meeting duly called for voting on such assessment.

Section 8. Notice and Quorum for Any Action Authorized Under Sections 6 and 7.

Written notice of any meeting called for the purpose of taking any action, including any ^{members} authorized under Section 6 or 7, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At such meeting called, those members or proxies present and entitled to cast a vote shall constitute a quorum for the conduct of such meeting and for the transaction of any business which may come before the meeting.

Section 9. Rate and Payment of Assessments by Developer.

The Annual Assessments must be fixed at a uniform rate for all Lots in their category, except that as long as there is a Class "B" membership the Developer shall pay fifteen percent (15%) of the General Maintenance Assessment, for all unoccupied Lots owned by the Developer and in addition, will pay the difference, if any, between the total costs required to be covered by the General Maintenance

Assessment and the annual operation expenses for the maintenance. The Developer shall in no event be liable for payment of any special assessment, "Standard" Lot Assessment, "Z" Lot Assessment or Sprinkler System Assessment for any lot.

Section 10. Date of Commencement of Assessments. The Annual Assessments (both the "Standard" Lot Assessment and the "Z" Lot Assessment) provided for herein shall commence, except as stated above, as to all Lots on the date of issuance of a certificate of occupancy by the City of Melbourne, Florida. The first annual assessment shall be adjusted according to the number of months and days remaining in the calendar year. The Board of Directors of the Greenbriar Village Homeowners Association of Brevard, Inc. shall set the Annual Assessment no later than June 1 of each year and shall communicate said amount together with a budget showing a breakdown for each component of budgeted costs and expenses and the entity, which may be an independent contractor, who will be responsible for such maintenance as may be necessary. The Board of Directors shall fix the amounts of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual or any special assessment shall be mailed by U.S. regular mail to each Lot owner by the Board of Directors giving the amount, due date and place of payment for any assessment. The due date for payment of any assessment shall be no earlier than fifteen (15) days after the date of mailing of the notice. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage, financial institution, collection

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agency or attorney responsibility for collection of assessments.

Section 11. Effect of Non-Payment of Assessments: Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, may at its election, bring legal action against the Owner personally obligated to pay the same and/or foreclose the lien against the property for the full amount due, including any assessments, interest, cost and attorneys fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his lot.

Section 12. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, and shall be subordinate to any mortgage held or guaranteed by the Veterans Administration, or Federal Housing Authority. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

Section 14. "Z" Lots. The creation of a lien and the procedures and requirements set forth in Article V shall

apply to any and all assessments made as to "Z" Lots, as fully as if said Article V were set forth in its entirety in the "Z" Lot Declaration of Covenants and Restrictions, which are recorded in the Official Records of Brevard County, Florida and which contain special restrictions applicable to the "Z" lots, to which these restrictions also apply.

ARTICLE VI

SUBSEQUENT DEVELOPMENT

The Developer, reserves ingress and egress for any development activities over or through any of the properties and reserves the right to maintain Lots within the Properties to be used for sales models and advertising sign locations.

ARTICLE VII

LAND USE RESTRICTIONS

Section 1. Additional Restrictions. As long as there is a Class B membership, the Developer shall have the right, from time to time, to amend these restrictions or to file additional land use restrictions applicable to the Properties that are not in conflict with the provisions hereof and that are not in conflict with the residential purposes (including recreational and common areas) for which the Properties have been sold.

Section 2. Land Use and Building Type. No lot except recreational areas or other common areas shall be used for any purpose except for residential purposes, and no structure shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling subject to the right of the Developer to maintain on any lot sales models and advertising signs.

Section 3. Architectural Control. No building, pool or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted in writing and approved in writing by the Architectural Review Committee as to quality of workmanship

and materials, paint color, harmony of, external design with existing structures, general aesthetics as determined by the Architectural Review Committee, and as to location with respect to topography, drainage, set-back requirements, and finish grade elevation. Provided, however, that no approval shall be required for construction by the developer.

Section 4. Dwelling Size. The floor area of the main structure exclusive of one-story open porches, breezeways, and garages shall not be less than 1000 square feet, except two story and split level dwellings shall contain not less than 1,000 square feet of ground floor area.

Section 5. Building Location. No building shall be erected except in conformance with the requirements of the ordinances of the City of Melbourne, Florida.

Section 6. Lot Area and Width. Lot area and width shall conform to the requirements of the ordinances of the City of Melbourne, Florida.

Section 7. Easements. The developer does hereby reserve for itself, its successors and assigns, an access easement over, above, under or across any lot for the installation and maintenance of utilities, sprinklers, drainage facilities, lawn maintenance and for the construction of any building, common area or recreational facility on, in and over all easements as shown on the recorded plat of the subdivision and all easements described in these restrictions and in those described in any Declaration of Covenants and Restrictions affecting "Z" lots. Any required access shall not be unreasonably denied.

Section 8. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon

any lot.

Section 9. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 10. Walls and Fences. Fences may be erected from the front building line of a lot to the rear of the lot. No fence shall be erected forward of the front elevation building line on "Standard" Lots. No fence shall be constructed on a "Z" Lot other than those installed by the Developer and maintained by the Homeowners Association. No boundary wall or fence shall be constructed with a height of more than six (6) feet unless otherwise required by a governmental agency. The height of any wall or fence shall be measured from the highest existing lot grade and no berm or other device will be permitted to artificially increase the height of any fence. All fences or walls must be of shadow box type, decorative lattice, board-on-board type construction and be made of wood or other design and material as may be approved by the Architectural Review Committee. No chain link fences shall be allowed. No boundary wall, fence or hedge of any type or height shall be erected on any lot without first obtaining the written approval of the Architectural Review Committee as to the type, height and materials to be used and approval of which side faces any

public area.

Section 11. "Z" Lot Properties. There shall be recorded in the Public Records of Brevard County, Florida additional covenants and restrictions applicable to those "Z" Lot properties covered by these restrictions.

Section 12. Maximum Height. The maximum height of any unit shall be 2-1/2 stories.

Section 13. Garages. Each unit shall have a garage providing parking for at least two automobiles. No garage shall be permanently enclosed and no portion of a garage required for the parking of an automobile shall be converted into living space or storage area without the prior written consent of the Architectural Review Committee. All garage doors shall remain closed when not in use. No fiberglass garage doors will be permitted.

Section 14. Occupancy. No unit shall be permanently occupied by more than two persons for each bedroom in the unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the subject property.

Section 15. No Trade or Business. No trade, business, profession or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property or within any lot or unit by any person.

Section 16. Leases. All leases of a unit must be in writing and specifically be subject to recorded declarations of covenants and restrictions, the articles of incorporation and the bylaws. No lease shall be for a period of less than six months.

Section 17. Outside Storage of Personal Property. The personal property of any resident of the subject property shall be kept inside the resident's unit, a fenced or a walled-in yard, except for standard patio furniture and other personal property commonly kept outside.

Section 18. Temporary/Portable Structures. No portable storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any lot for storage or otherwise, without the prior written consent of the Architectural Review Committee.

Section 19. Garbage and Trash. Each resident owner shall regularly pick up all garbage, trash, refuse or rubbish on the resident owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected, may be placed and kept at the front of the lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the day of collection. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a unit or fenced in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 20. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted unless approved by the Architectural Review Committee. All exterior air conditioning units and equipment must be visually screened from view by landscaping or other approved materials.

Section 21. Clotheslines and Outside Clothes Drying. Clotheslines shall be located in the rear of the unit and screened from the view of the adjoining lots or roadways.

Section 22. Mailbox and Post Design. The developer shall establish a standard mailbox and post design, which shall be maintained in good condition by the owner. No changes to this design shall be acceptable unless approved in writing by the Architectural Review Committee.

Section 23. Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted without the prior written consent of the

Architectural Review Committee. The foregoing shall not prohibit any common antenna or signal receiving dish owned by the Homeowners Association. Television antennas shall be permitted during the period prior to a cable television system being placed in operation and all existing television antennas shall be removed within 90 days of the date a cable TV system becomes operative.

Section 24. Signs. No signs of any kind shall be displayed in the public view on any lot except one professional sign of not more than four square feet, advertising a lot or residence for sale or rent, except however the developer or agents of the developer may place signs upon any lot or common area, of any size, as determined in the sole discretion of the developer, in order to advertise the property during the construction and sales period.

Section 25. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

Section 26. Further Subdivision. No lots shall be further subdivided without the prior written consent of the Architectural Review Committee if same would result in the creation of more lots than before such resubdivision. Notwithstanding the foregoing, portions of a lot may be conveyed to owner(s) of contiguous lot(s) in order to increase the size of the contiguous lot(s), so long as any remaining portion of the divided lot not so conveyed is independently useful for the construction of a unit that complies with the requirements of this declaration.

Section 27. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as

approved in writing by the Architectural Review Committee so that they shall be concealed or hidden from any eye-level view from any street or adjacent property.

Section 28. Nuisances. No nuisances shall be permitted within the subject property, and no use or practice which is an unreasonable source of annoyance to the residents within the subject property or which shall interfere with the peaceful possession and proper use of the subject property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners.

Section 29. Maintenance. Each owner shall maintain his unit, lot and all improvements upon his lot in first class condition at all times, which is defined as: free of trash or debris, free of any unsightly condition, lawns shall be mowed at least once monthly from December to April and lawns shall be mowed at least twice monthly from May through November, grass shall not exceed six (6) inches in height, roofs shall be replaced if in disrepair, and landscaping shall be kept neatly trimmed by the owner, except areas to be maintained by the Association as provided in this Declaration. The exterior of all units including but not limited to roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained at all times in good condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other units, and no excessive rust deposits on the exterior of any unit, peeling of paint or discoloration of same shall be permitted. No owner shall change the exterior color of his unit without the consent of the Architectural Review Committee. All sidewalks, driveways and parking areas within the owner's lot or serving the owner's unit shall be cleaned and kept free of debris; and

cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

Section 30. Pets/Livestock and Poultry. No animals, livestock or poultry of any kind shall be permitted except for common household domestic pets. Each owner shall be responsible for his pets, and the pets of any person residing in his unit. Any pet must not be an unreasonable nuisance or annoyance to other residents. Any resident shall pick up and remove any solid animal waste deposited by his pet. No commercial breeding of pets is permitted. The Association may require any pet to be immediately and permanently removed due to a violation of this paragraph.

Section 31. Swimming Pools. Construction may be only of concrete, concrete-type, fiberglass or vinyl materials. All pools must meet City of Melbourne Code Requirements. Pool screening may not be higher than twenty (20) feet. All screening must be charcoal-grey, unless otherwise approved by the Architectural Review Committee. No above ground swimming pools shall be permitted, except children's wading pools are permitted.

Section 32. Surface Water Management. No owner or any other person shall do anything to adversely affect the surface water management and drainage of the subject property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the subject property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the subject property by the developer of any portion of the subject property in accordance with permits issued by controlling governmental authorities.

Section 33. Vehicles. No vehicle other than a private passenger automobile shall be parked outside any unit for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked

outside of any unit overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, boat, or other than a private passenger vehicle as specified above. The owner and residents of any unit may not keep more than four vehicles within the subject property on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the subject property, and does not prohibit the parking of a boat and trailer or recreational vehicle in the driveway for a maximum of 18 hours with the intention of packing for an outing. All vehicles parked within the subject property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain on the subject property for more than 24 hours, and no major repair of any vehicle shall be made on the subject property. Although boat and or boats and boat trailers may not be parked permanently on the driveways of any lot or on the public roadways within the subdivision, they may be stored within the garage or on "Standard" Lots behind a screened wall of a minimum height of six (6) feet, which storage and screen, however, must be located no closer to the front lot line than a line paralleling the front building wall of the residential dwelling.

Section 34. Re-Use Water. If and when availability of re-use water for irrigation purposes becomes mandated by the City of Melbourne, all sprinkler systems shall utilize that source of water.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Membership. The Architectural Review Committee is composed of Paul M. Joyal, Robert J. Joyal and Robert Wille. All three members of said committee may be contacted at 2800 Aurora Rd. Suite A, Melbourne, FL 32935. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors of the Greenbriar Village Homeowners Association, Inc. shall designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Board of Directors shall have the power to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Section 2. Procedure. Requests to the committee shall be made in writing, together with such drawings or sketches as the committee may require. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

The said Architectural Review Committee shall have and is hereby given the right to grant minor exceptions to and approve minor violations of these covenants and restrictions if such action shall not violate the intent and purpose of this instrument and there is substantial compliance with the general spirit of these covenants and restrictions.

ARTICLE IX

NON-MONETARY DEFAULTS

Section 1. Violations. In the event of a violation by any owner or any tenant of an owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any assessment or other moneys) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the owner and any tenant of the owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option impose a fine or institute legal action for injunctive relief and/or damages. The Association may also take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

Any fine levied and all expenses incurred by the Association in connection with the correction of any violation, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorney's fees, shall be assessed against the applicable owner, and shall be due upon written demand by the Association. The Association shall have a lien against the owner's property for any such assessment and any interest, costs or expenses associated

therewith, including attorney's fees incurred in connection with such assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall become effective upon the recording of a claim of lien in the public records of Brevard County, Florida.

Section 2. Fines. The amount of any fine shall be \$25.00 per day for each day a violation exists. Any fine shall be imposed by written notice to the owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the owner or tenant has the right to contest the fine by delivering written notice to the Association within 10 days after receipt of the notice imposing the fine. If the owner or tenant timely and properly objects to the fine, the Board shall conduct a hearing within 30 days after receipt of the owner's or tenant's objection, and shall give the owner or tenant not less than 10 days written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the Board shall ratify, reduce or eliminate the fine and shall give the owner or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested, within 10 days after written notice of the Board's decision at the hearing. Any fine levied against an owner shall be deemed an assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of assessments shall be applicable. If any fine is levied against a tenant and is not paid within 10 days

after same is due, the Association shall have the right to evict the tenant pursuant to this Declaration. The Association Board of Directors may by majority vote increase or decrease the fine amount stated herein, after which written notice of such change in the fine amount shall be given to members at least thirty (30) days before such changed fine amount shall become effective.

Article X

EASEMENTS ON DEED

Easements may be described on deeds to Lots but such described easements shall be without limitation as to required access for maintenance, construction and reconstruction on adjacent lots as set forth in this declaration or as set forth in the "Z" Lot declaration.

ARTICLE XI

EXEMPTION OF DEVELOPER

Nothing contained in this Declaration shall be interpreted or construed to prevent Joyal Enterprises, Inc., its successors, agents or assigns, or its contractors, or subcontractors, from doing or performing any work on any part of any Lot listed in this Declaration, whenever it is determined to be reasonably necessary or advisable to do so by the Developer in connection with the completion of the development, including, but without limitation:

a. Erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and establishing a residential community and disposing of the same by sale, lease or otherwise; or

b. Conducting thereon its business of completing the development and establishing the property as a residential community and disposal of the property by sale, lease or otherwise; or

c. Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or

other transfer of the property.

All provisions of this Declaration in conflict with this Article shall be deemed inoperative as to Joyal Enterprises, Inc., their successors, agents, assigns, contractors or subcontractors.

ARTICLE XII

EXEMPTION OF DEVELOPER AND DESIGNATED BUILDERS

Every person, firm or corporation purchasing a lot recognizes, acknowledges and agrees that Joyal Enterprises, Inc., any successor Developer or a builder designated in writing by Joyal Enterprises, Inc., shall have the right to:

a. Use lots and residences erected thereon for sales offices, field construction offices, storage facilities, general business offices; and

b. Maintain model homes on the lots which are open to the public for inspection 7 days per week and for such hours as are deemed necessary or convenient.

c. Erect and maintain such signs on the lots in connection with the uses permitted in a. and b. above.

Developer's and builder's rights under the preceding sentence shall terminate on December 31, 1999, unless prior thereto Developer has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, model homes and signs shall not be restricted or limited to Developer's or builder's sales activities relating to Greenbriar Village but shall benefit Developer, or builder in the construction, development and sales of such other property and lots which Developer or builders may own.

All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Developer or a designated builder.

ARTICLE XIII

EXCULPATION OF DEVELOPER

Developer cannot and shall not be held responsible, nor be liable to any person whatsoever, in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans or specifications and/or site plan, or any other matters determined by the Architectural Review Committee or governmental authorities.

ARTICLE XIV

DURATION/ENFORCEMENT/SEVERABILITY

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, or by an instrument signed by the Developer, as long as there is a Class B membership. Any amendment must be recorded.

Section 2. Enforcement. The Association, the Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. severability. 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.

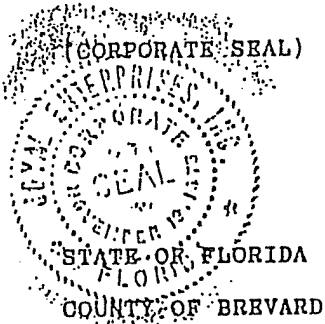
IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants and Restrictions this 25th day of April, 1988.

JOYAL ENTERPRISES INC.

BY: Paul M. Joyal
Paul M. Joyal, President

ATTEST:

Donna J. Joyal
Secretary



BEFORE ME personally appeared Paul M. Joyal, President and Donna J. Joyal, Secretary of JOYAL ENTERPRISES, INC., to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of April, A.D., 1988.

Deborah J. Patterson
NOTARY PUBLIC
State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 6, 1991
BONDED THRU GENERAL INS. UND.

AMENDMENT TO
GENERAL
DECLARATION OF COVENANTS AND RESTRICTIONS

The General Declaration of Covenants and Restrictions
for Greenbriar Village, according to the plat thereof,
recorded in Plat Book 34, Pages 73 through 74, Official
Records of Brevard County, Florida, said General Declaration
of Covenants and Restrictions being recorded at O.R. Book
2916, Pages 0294 through 0322 of the Public Records of
Brevard County, Florida is amended as follows:

ARTICLE V

Section 6. Maximum Annual Assessment is amended to read as
follows:

- (A) "Standard" Lot Assessment for all Lots - \$228.00 per year, (\$57.00 per quarter) per lot. (includes the General Maintenance Assessment and Sprinkler System Assessment).
- (B) "Z" Lot Assessment - \$552.00 per year, (\$138.00 per quarter). (includes the General Maintenance Assessment, Sprinkler System Assessment and "Z" Lot Maintenance Assessment)

This amendment to the General Declaration of Covenants and Restrictions is made in accordance with Article VII, Section 1 and all other provisions of the General Declaration of Covenants and Restrictions, not in conflict herewith, remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the General Declaration of Covenants and Restrictions for Greenbriar Village this 29th day of July, 1988.

JOYAL ENTERPRISES, INC., DEVELOPER

(CORPORATE SEAL)

Paul M. Joyal
Paul M. Joyal, President

ATTEST:

Robert D. Wille
Robert D. Wille, Secretary

This Instrument Prepared By:
Wayne L. Allen, Attorney
410 N. Wickham Road
Melbourne, FL 32935
(407)254-7550

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME personally appeared Paul M. Joyal, President

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and Robert D. Wille, Secretary of JOYAL ENTERPRISES, INC., to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29th day of July, A.D., 1988.

Deborah J. Patterson
NOTARY PUBLIC
State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 8, 1991
BONDED THRU GENERAL INS. URO.

My Commission expires:

RECEIVED
JUL 29 1988
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