

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 19th day of December, 1983, by BRANDYWINE ESTATES, LTD., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property, situate, lying and being in Brevard County, Florida, which is more particularly described as follows:

A parcel of land lying in Sections 10 and 11, Township 28 South, Range 36 East, Brevard County, Florida, being more fully described as follows:

Begin at the East ¼ corner of said Section 10, thence N.89°46'51" W., along the South line of said Northeast ¼ and along the South line of Lots 17, 18 and 19, of the Plat of "Florida Indian River Land Company" per Plat Book 2, Page 80, of the Public Records of Brevard County, Florida, a distance of 1979.68 feet to the Southwest corner of said Lot 19; thence N.01°10'25" E., along the West line of said Lot 19 and Lot 30 of said Plat, a distance of 2647.61 feet to a point on the North line of said Northeast ¼ of Section 10, said point also being the Northwest corner of said Lot 30; thence S.89°47'04" E., along the North line of said Northeast ¼ and along the North line of said Lot 30, a distance of 659.23 feet to the Northeast corner of said Lot 30; thence S.01°09'33" W., along the East line of said Lot 30, a distance of 48.00 feet to an intersection with the South line of the Melbourne Tillman Canal No. 84; thence N.89°47'04" W., along said South canal line, a distance of 101.00 feet; thence S.01°09'34" W., a distance of 282.88 feet to a point on the South line of the North ¼ of said Lot 30; thence S.89°44'24" E., along said South line, a distance of 101.00 feet to an intersection with said East line of Lot 30; thence S.01°09'33" W., a distance of 165.47 feet to the Northwest corner of the South five-eighths (5/8) of Lot 30 of said Plat; thence S.89°50'17" E., along the North line of said five-eighths (5/8) of Lot 31, a distance of 659.37 feet to a point on the East line of said Lot 31, said point also being the West corner of said land described in O.R. Book 1531, Page 742 of said Public Records; thence N.65°47'08" E., along the North line of said lands per O.R. Book 1531, Page 742, a distance of 262.94 feet to a point on the Westerly right-of-way line of Brandywine Lane, said point being on a 3,335.36 foot radius curve concave to the East, having a tangent bearing of S.34°36'41" E., thence Southeasterly, along said Westerly right-of-way line and along an arc of said curve, through a central angle of 2°39'37", an arc distance of 154.86 feet; thence S.67°28'19" W., a distance of 397.91 feet; thence S.00° 12'57" W., a distance of 135.00 feet; thence S.47°49'59" E., a distance of 134.70 feet; thence S.88° 52'10" E., a distance of 200.00 feet; thence N.81°58'47" E., a distance of 260.26 feet; thence N.46° 10'42" E., a distance of 80.78 feet to a point of said Westerly right-of-way of Brandywine Lane, said point being on a 3,335.36 foot radius curve concave to the Northeast and having a tangent bearing of S.43°49'18" E.; thence Southeasterly, along said Westerly right-of-way line and along an arc of said curve, through a central angle of 9°40'22", an arc distance of 563.08 feet to a point-of-tangency, said point being in the Northwest ¼ of the Northwest ¼ of said Section 11, thence S.53° 29'39"E., along said Westerly right-of-way line, a distance of 258.25 feet to an intersection with the South line of said Northwest ¼ of the Northwest ¼ of Section 11, said point also being on the North right-of-way line of Milwaukee Avenue (an existing 30.00 foot right-of-way) as shown on the Plat of "National Police Home Foundation, Inc. Subdivision First Addition" per Plat Book 19, Page 80 of said Public Records; thence N.89°48'36" W., along said South line of the Northwest ¼ of the Northwest ¼ of Section 11, a distance of 565.25 feet to the Southwest corner of said Northwest ¼ of the Northwest ¼ of Section 11, said point being on the East line of said Section 10, thence S.01°07'50" W., along said East line of Section 10, a distance of 1323.76 feet to the Point of Beginning: containing 102.61 acres, more or less, being subject to: a 30.00 foot easement per O.R. Book 587, Page 13; 110.00 foot F.P.&L. Co., easement per O.R. Book 75, Page 274; two (2) 60.00 foot F.P.&L. Co. easements per O.R. Book 653, Page 644 and O.R. Book 669, Page 239, all of the Public Records of Brevard County, Florida, and any other easements and/or rights-of-way of records.

This document is a true copy of the original documents except addresses have been updated, phone numbers deleted, and email addresses added where appropriate.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which 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.

ARTICLE I.

DEFINITIONS.

1.01 "Association" shall mean and refer to Brandywine Estates, Ltd., its successors and assigned.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entitled, of fee simple title to any Unit Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance on an obligation.

1.03 "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the Conveyance of the first Lot is described as follows: Tract "A" of P.G. 31, P.G. 75.

1.05 "Lot" shall mean platted lots as shown on the Plat of Brandywine Estates and any platted lots shown and contained in lands annexed by Declarants.

1.06 "Declarant" shall mean and refer to Brandywine Estates, Ltd.

ARTICLE II.

USE RESTRICTION.

2.01. No structure shall be erected, altered, placed or permitted to remain on the above-described land or on any lot shown on a plat thereof, other than single, family residential family units, thus each lot is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Said single-family dwellings are not to exceed two and one-half stories in height and a private garage for not more than three (3) cars and servant's room or utility room attached to the garage on the ground floor. No temporary residence, out-building, or guest house shall be constructed, except that a construction shed of a temporary nature shall be permitted on a lot during the course of construction of said lot; provided, however, that said construction shed shall not remain on any lot for a period of more than one hundred fifty (150) days and no garage shall be constructed, except as an integral part of the residence it is intended to serve, or as a detached garage constructed simultaneously with or after the main dwelling. That the time for construction of residence is not to exceed twelve (12) months from commencement to certificate of occupancy.

No garage shall be constructed in a manner by which the garage door would face and abut the adjacent street without the advanced written approval of the Architectural Control Board, at their uncontrolled discretion.

ARTICLE III.

SETBACK RESTRICTIONS.

3.01. On all lots, no buildings shall be erected nearer than forty (40) feet to the front lot lines of said lots (on corner lots, no buildings shall be permitted nearer than forty (40) feet to both street lot lines; nor nearer than twenty-five (25) feet to any interior side lot line; nor nearer than twenty-five (25) feet to the rear lot line (the rear lot line having the least dimension on corner lots). Screened swimming pool enclosures may be erected to within fifteen (15) feet of the side lot line. Swimming pool enclosures may not be erected unless and until their location, and architectural and structural design, have been approved by the Architectural Design Committee established in ARTICLE XIII herein. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

3.02. No boundary wall or fences shall be constructed with a height of more than six (6') feet. No wall or fence of any type of height shall be erected on any lot until type, height, materials, design and location has been approved by the Architectural Design Committee. The elevation of any wall or fence shall be measured from the existing elevation of the property along the applicable points or lines. Any questions as to height shall be conclusively determined by the Board as aforesaid. No fence shall be constructed within the limits of any swale easements. No fence shall be constructed within eighteen (18") inches of the centerline of the swales and no fences will be permitted within the swale line so that it would materially interfere with the flow of water within the swale. All fences or walls shall be finished on the side facing outward and the Architectural Design Committee recommends that both sides of any fencing or walls be finished. No chain link fences shall be considered.

3.03. When two or more lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 above shall apply to the exterior perimeter of the combined sites.

ARTICLE IV.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS:

4.01. No lot, as shown on this plat, shall be divided or re-subdivided unless both portions of said lot be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street to existing rear property line.

4.02. No residence shall be erected on any lot containing a floor area of less than two thousand (2,000) square feet. In the event of the construction of a two-story or two and one-half story residence, the first floor shall not contain less than one thousand (1,000) square feet; and in the event of the construction of a one and one-half story residence, the first-floor area shall contain not less than one thousand two hundred (1,200) square feet.

The method of determining the square footage of proposed buildings, structure, additions, or alteration to existing buildings shall be by multiplying the outside horizontal dimensions of the building, or structures, at each floor level. The garages, car ports, unglazed porches, patios and terraces shall not be taken into account in calculating the size of buildings.

4.03. Every structure placed on any lot shall be constructed from new material, unless the use of other than new material shall have received the written approval of the Architectural Design Committee.

ARTICLE V.

NUISANCES, TRASH, ETC.

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

5.02 No trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall, at any time, be erected on any lot with the exception of a detached garage as provided for herein.

5.03. Other than signs displaying owner's name or estate name, no sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign if not more than three (3) square feet or one (1) sign if not more than forty (40) square inches advertising the property for sale or rent, except that signs used by the subdivider, his agent or a building to advertise the property during the construction and sales period shall be allowed.

5.04. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation 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.

5.05. Except for dogs, cats and other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Pet birds will be permitted only if kept inside a residence with windows closed. Unless accompanied by owner dogs shall otherwise be confined to property by fence or leash.

5.06. No horses, or ponies, may be kept on any lot or in the common areas unless specifically designated therefor.

5.07. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. And, except during pickup, if required to be placed at the curb, all garbage containers shall either be completely recessed in the ground with a lever-actuated, tightfitting lid, or located at or near a back corner of the dwelling within a walled enclosure of such height, design and construction so that no garbage containers can be seen from the street. There shall be no burning of trash or any other waste material.

5.08. No tractor-trailers, trucks (other than camping type travel vehicles originally manufactured for said purpose) buses, mobile homes or other like vehicles may be parked overnight on any of the streets, roads or lots in this Subdivision, except trucks of a rated weight of one ton or less shall not be prohibited.

5.09. No bicycles, motor bikes, mopeds, motorcycles, off-road vehicles or like vehicles, may be driven on any walkways, equestrian trails or common area grounds.

5.10. No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Brandy Estates Homeowner's Association, as is hereinafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a

reasonable sum therefor. The Homeowner's Association shall first, however, make a reasonable effort to notify the property owner prior to entering into an agreement to cut, trim or maintain said property. If said charge is not paid to the Homeowner's Association within thirty (30) days after a bill therefor is deposited in the mails addressed to the last known owner or lessee of the lot, at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of Brevard County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in ARTICLE IX. Hereof. The Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing lawns, fences, hedges, trees or landscaping features.

5.11. No swimming pool shall be constructed, erected or maintained on any lot at a level higher than two (2") inches below the finished floor elevation of the residence. Screens for pools, decks or patios shall conform to the building's setback limitations and be attached to the single family structure.

5.12. Roofing material shall be of wooden shakes or shingles. The Architectural Design Committee, at their sole uncontrolled discretion, may approve architectural asphalt or fiberglass singles with a minimum weight of 300 pounds. Roofs must have a minimum five/twelve pitch.

5.13. No aerial or antenna of any kind, including dish antennas shall be placed on any lot.

5.14. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

5.15. No boats, trailers, motor homes, other recreational vehicles or commercial vehicles or heavy equipment may be parked upon any lot unless hidden from view by a fence, garage or other opaque covering. This shall not apply to temporary parking by vehicles used for construction or repair of any improvements upon the lot.

5.16. During any period of construction of any major improvement upon any lot, the following restrictions shall apply:

a) The owner or general contractor shall provide a "port-of-let" or similar toilet facility upon the lot for use by his workmen.

b) The owner or general contractor shall provide a trash receptacle upon the lot and shall ensure that the lot be maintained free of all refuse and debris and that the trash receptacle shall be emptied regularly and maintained in good repair.

c) No weekend construction on any lot shall commence before 8:30 a.m. on Saturdays or Sundays.

ARTICLE VI.

OBSTRUCTIONS TO SIGHT LINES.

6.01. No fence, sign, 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 or

tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 lines extended. The same sight line limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VII

EASEMENTS

7.01 All easements for utilities drainage canals and other purposes shown on the plan of BRANDYWINE ESTATES, recorded in Plat Book 31, Pages 75 through 77, inclusive of the Public Records of Brevard County, Florida, are hereby reserved as perpetual easements for utilities, installations and maintenance. Any wall, fence, paving, planting or any other improvement, located in an easement area, shall be removed upon the request of the Subdivider, its successors or assigns, or any public utility using said area, all at the expense of the owner of such lot or tract.

ARTICLE VIII.

DRAINAGE.

8.01. No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

ARTICLE IX.

ARCHITECTURAL DESIGN COMMITTEE.

9.01. No residences, additions thereto, add-ons, accessory buildings, pools, fences or any other structures, shall be erected, placed, constructed, altered or maintained upon any portions of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Brandywine Estates Homeowner's Association, a nonprofit Florida Corporation (hereinafter referred to as the "Homeowner's Association") or its duly authorized submitted or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons, neither or whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by, and shall be satisfactory to, the

Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses thereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used herein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03. The approval of the Committed for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the name features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

9.04. If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

9.05. Any agent or officer of the Homeowner's Association or the Design Committee may, from time to time at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent therefore shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

9.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchases and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plane and specifications for the

improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of Brevard County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07. In the event the Committee, or its duly authorized agent, fails to take official action with respect to approval or disapproval of any such design or designs or location, or any other matter or thing referred to herein, within thirty (30) days after being properly submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to, and are in harmony with, the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements or residences shall conform with the requirements contained in these restrictions.

9.08. The Committee's approval of said plans, specifications and plot plans shall be evidenced by its signature on and return to the applicant of one (1) set of plans, specifications and plot plans, the other copy of each to be retained by the Association. No additions and/or changes of any kind or nature shall be made to the plans and specifications without first having the same approved, in writing, by the Committee.

9.09. The purpose and intent of this requirement is to provide minimum landscape requirements to protect and preserve the appearance, character and value of the surrounding neighborhood, by providing for installation and maintenance of landscaping and aesthetic requirements.

(1) A Landscape Plan shall be submitted to the Architectural Control Committee for their approval before starting construction of any dwelling.

(2) A Landscape Plan shall be drawn to scale containing the following information:

- A. Building site property lines.
- B. Position of all structures, drives, pools, terraces and other non-plant.
- C. Identification and position of all existing trees and plantings on said property.
- D. Identification and position of all trees and plants to be introduced to the property.

- E. Topography symbols for any changes in elevation that are one (1') foot or more over or undergrade of the main structure on the lots. Each change in elevation shall be indicated in feet and/or inches.
 - F. A detailed specification sheet containing a list identifying all trees, plants, grass, with installed sized corresponding to their positions on the plan.
 - G. An approximate cost of installation.
 - H. Method of irrigation (preferably an automated underground sprinkler system).
- (3) Upon completion of landscape installation, a member of the Architectural Control Committee or their representative, will inspect the site to ensure compliance with the Landscape Plan.

9.10. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

ARTICLE X.

PROVISIONS FOR FEES FOR MAINTENANCE AND UPKEEP.

10.01. Each and every of said lots which has been conveyed by Warranty Deed from the Subdivider or which has been leased from the Subdivider, except lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds, is BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC., a non-profit Florida Corporation. The operation of the Homeowner's Association, shall be governed by the By-Laws of the Homeowner's Association. No modification or amendment to the By-Laws of said Corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Article IX, 9.03., herein pertaining to the amount and fixing of fees.

10.02. Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, and every lessee who leases any of said lots from the Subdivider, shall be a member of the Homeowner's Association and shall be bound by the Certificate of Incorporation and By-Laws of the Homeowner's Association as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner of a lot conveyed (deeded) by the Subdivider shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns, shall be the only Class B member of the

Homeowner's Association. The Class B member shall be the only voting member of the Association until January 1, 1989, or until such prior time as follows:

A. Such prior time as the Class B member shall determine, in its sole judgment as evidenced by an amendment to the By-Laws of this Association, at which time the Class A members shall become voting members of the Association, or;

B. Upon conveyance (deeding) by the Subdivider of eighty (80%) percent of the total number of lots covered by these restrictions and other similar restrictions recorded now, or in the future, affecting lots in Brandywine Estates Subdivision, other than a conveyance resulting from a merger, consolidation, liquidation or other similar plan or a conveyance to the successors or assigns of the Subdividers.

At such time as Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and, the

Class B membership shall be entitled to one vote for each lot, tract or parcel owned, and to the appointment, at its pleasure from time to time, of one member of the Board of Directors. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall, nevertheless, have only one vote, which shall be exercised by one owner or person, designated in writing by the owners, as the one entitled to cast the vote for the membership concerned.

10.03. Any provisions to the contrary notwithstanding, so long as the Subdivider owns one (1) or more lots, or so long as the entity to whom the Subdivider specifically assigns the right under this Paragraph IX, or it's subsequent assignees of this specific right, owns one (1) or more lots, Subdivider, or its just mentioned specific assignee, may change any provision of this Declaration, in whole or in part, by executing a written instrument making said changes and have the same duly recorded in the Public Records of Brevard County, Florida. At any time after Subdivider, or its just mentioned specific assignee, no longer owns any lots, the Association upon approval of the owners of at least a majority of the members and upon obtaining the prior written approval of the governing body of Brevard County Government, if required, and any other governmental body or agency, may change these covenants, 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. Provided, however, that any such change that would affect the security of any first mortgage upon any lot shall not be effective in regard to the property encumbered by said mortgage unless said mortgage shall consent to said change in writing.

10.04. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, that 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 all bridges and any other items deemed necessary for the protection of all property owners in the Planned Unit Development. Each unit, or lot owner shall be liable for the payment to the Association of its proportionate share of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit or lot, the Association shall assess such sum by promptly notifying all owners by delivering, or mailing, notice thereof to the voting member representing each unit or lot, at such members 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.

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 common areas and Planned Unit Development, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

The liability for any assessment, or position thereof, may not be avoided by any unit or 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 unit or 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. Assessments that are unpaid for over thirty (30) days after due date, shall bear interest at the rate of twelve (12%) percent per annum until paid.

10.05. The Homeowner's Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated, and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Homeowner's Association may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider, or for the Subdivider, or for the maintenance and upkeep of the area of any rights-of-way immediately adjoining any lots owned by the Subdivider prior to the first conveyance or lease of said lots by the Subdivider. The Homeowner's Association shall account to the said lot owners, as to the method of spending of said funds, at least once each and every calendar year, commencing with the year 198____. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and, if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06. Each such fee, and interest thereon, and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Homeowner's Association may take such action as it deems necessary to collect overdue fees, by personal action, or by enforcing and foreclosing said lien, and the Homeowner's Association may negotiate disputed claims or liens and settle or compromise said claims. The Homeowner's Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply, as a cash credit against its bill, all sums due the Homeowner's Association covered by the lien foreclosed. In case of such foreclosure, the lot owner shall be required to pay a reasonable rental for the lot, and the Plaintiff, in such foreclosure, shall be entitled to the appointment of a receiver to collect the same. The Homeowner's Association may file for record, in the Office of the Clerk of Circuit Court for Brevard County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Homeowner's Association shall execute a property recordable release of said lien.

10.07. Said lien shall be subordinate to any institutional first mortgage. Where an institutional First Mortgagee or lender of record, or other purchaser of a lot, obtains title to the lot as a result of foreclosure of said mortgage, or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Homeowner's Association pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

10.08. Any person who acquires an interest in a lot, except through foreclosure of an institutional first mortgage or record (or deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees, due and owing by the former lot owner, have been paid.

10.09. The purchasers or lessees of lots or parcels in the Subdivision by the acceptance of deeds or leases therefore, whether from the Subdivider or subsequent owners or lessees of such lots, shall become personally obligated to pay such fees, including interest, upon lots purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Homeowner's Association shall have the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien security the same. Such right and power shall continue in the Homeowner's Association and its assigns and such obligation is to run with the land so that the successors, or owners, of record of any portion of said property shall, in turn, become personally liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.10. The Subdivider, or its successors or assigns, shall not be obligated to pay to the Homeowner's Association any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first conveyance of a lot in the Subdivision.

10.11. The Homeowner's Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Brandywine Estates Subdivision, but only until such time as they are adequately provided for by Governmental Authority, whether within the unit partially or fully restricted by these restrictions or within the units partially or fully restricted by other restrictions recorded, or intended to be recorded, or recorded in the future in the Public Records of Brevard County, Florida, affecting properties located in Brandywine Estates Subdivision, namely:

A. Improving or maintaining such rights-of-way, swales, parks, fountains, trails, bikeways, equestrian trails, or recreation areas for which no other fees are charged by the Subdivider, and other open spaces, including all gras plots and other planted areas within the line of rights-of-way, which areas exist for the general benefit of all the lot owners in Brandywine Estates Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and, whether or not said areas are owned by the Subdivider or the Homeowner's Association or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general benefit of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance of any improvements on the areas enumerated above, the cutting of grass and weeds therefrom, and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas enumerated, neat, attractive and in good order.

B. The installation cost and maintenance of all devices necessary for the protection of the public where any designated equestrian trail intersects any public street or road within said Subdivision.

C. the cleaning of streets, walkways, pathways, bike-ways, trails, equestrian trails and public areas within or bordering upon the Subdivision, collecting and disposing of debris and litter therefrom, but only until such time as such are adequately provided for by governmental authority.

D. Taxes and assessments, if any, which may be levied upon any of the Common Area.

E. Liability, property damage and other insurance.

F. The Homeowner's Association shall have the right, from time to time, to expend such proceeds for other purposes, and to make expenditures for capital improvements not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

10.12. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Homeowner's Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected, and the Homeowner's Association shall apportion the monies between said matters and things, and at such times as it may determine, in its sole judgment, to be reasonably exercised.

10.13. No log owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained or improved.

10.14. The Homeowner's Association may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to

perform the services required hereunder, by recording an appropriate assignment document in the Official Records of Brevard County, Florida, making said assignment.

10.15. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE XI.

RIGHT TO ENCUMBER COMMON AREAS.

11.01. Subdivider shall construct recreational facilities upon the parcel of land described in Exhibit "A", consisting of adequate roads and walkways for ingress and egress and such other facilities as it alone shall determine to construct. Said parcel of land will, at all times, be free of liens as a result of such construction, except that Subdivider shall have the right to encumber the land by a construction mortgage equal to eighty (80%) percent of the appraised value of said facilities. The Association's rights hereunder, and the rights of the lot owners hereunder, will, at all times, be subject and subordinate to the liens of any mortgages encumbering the fee simple title to the land described in this Paragraph, provided the proceeds thereof are used to construct the improvements described in this Paragraph, and the Homeowner's Association, in its own behalf and in behalf of its members, will execute and deliver such further instruments evidencing such subordination as may be requested by Subdivider. Any construction mortgage encumbering the common areas as provided for herein shall be the responsibility of the Declarant and shall not be assumed by the Association.

ARTICLE XII.

DEFINITION OF "SUCCESSORS AND ASSIGNS".

12.01. As used in these restrictions the words "Successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing, signed by the Subdivider and recorded among the Public Records of Brevard County, Florida, specifically referring to this provision of these restrictions.

ARTICLE XIII.

DURATION OF RESTRICTIONS.

13.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2010, at which time said covenants and restrictions shall automatically be extended for successive periods of ten

(10) years, unless commencing with the year 2000, by vote of ninety (90%) percent of the then owners of all of the lots or tracts in Brandywine Estates Subdivision, or commencing with the year 2011, by vote of seventy-five (75%) percent of the then owners of all of the lots or tracts in Brandywine Estates Subdivision, it is agreed to change said covenants in whole or in part.

ARTICLE XIV.

REMEDIES FOR VIOLATIONS.

14.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any individual proceedings, the Subdivider, it's successors and assigns, and the lot or tract owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

ARTICLE XV.

ANNEXATION.

15.01 Annexation lands contiguous to the land described in Exhibit "A" may be annexed by Declarant without the consent of the members until January 1, 1990. The Declarant shall have the right to designate additional common areas within said annexation lands for conveyance to the Association. Any such annexed lands shall be subject to all of the obligations, restrictions, covenants and conditions contained herein and said property shall be entitled to all the privileges of lot owners herein.

IN WITNESS WHEREOF, the Declarant, a Florida Limited Partnership, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its seal to be affixed, at Melbourne, Brevard County, Florida, this 26th day of April, 1985.

WITNESSES:

BRANDYWINE ESTATES, LTD.

By: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 26th day of April, 1985, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared H.J. UNDERILL, III, the Managing General Partner of Brandywine Estates, Ltd., to me known to be the person described in and who executed the foregoing instruments as such partners for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Melbourne, Brevard County, Florida, the day and year last aforesaid.

Notary Public, State of Florida
My Commission Expires:

BRANDYWINE ESTATES, LTD.
EXHIBIT "A"

A parcel of land lying in Sections 10 and 11, Township 28 South, Range 36 East, Brevard County, Florida, being more fully described as follows:

Begin at the East ¼ corner of said Section 10, thence N.89°46'51" W., along the South line of said Northeast ¼ and along the South line of Lots 17, 18 and 19, of the Plat of "Florida Indian River Land Company" per Plat Book 2, Page 80, of the Public Records of Brevard County, Florida, a distance of 1979.68 feet to the Southwest corner of said Lot 19; thence N.01°10'25" E., along the West line of said Lot 19 and Lot 30 of said Plat, a distance of 2647.61 feet to a point on the North line of said Northeast ¼ of Section 10, said point also being the Northwest corner of said Lot 30; thence S.89°47'04" E., along the North line of said Northeast ¼ and along the North line of said Lot 30, a distance of 659.23 feet to the Northeast corner of said Lot 30; thence S.01°09'33" W., along the East line of Said Lot 30, a distance of 48.00 feet to an intersection with the South line of the Melbourne Tillman Canal No. 84; thence N.89°47'04" W., along said South canal line, a distance of 101.00 feet; thence S.01°09'34" W., a distance of 282.88 feet to a point on the South line of the North ¼ of said Lot 30; thence S.89°44'24" E., along said South line, a distance of 101.00 feet to an intersection with said East line of Lot 30; thence S.01°09'33" W., a distance of 165.47 feet to the Northwest corner of the South five-eighths (5/8) of Lot 30 of said Plat; thence S.89°50'17" E., along the North line of said five-eighths (5/8) of Lot 31, a distance of 659.37 feet to a point on the East line of said Lot 31, said point also being the West corner of said land described in O.R. Book 1531, Page 742 of said Public Records; thence N.65°47'08" E., along the North line of said lands per O.R. Book 1531, Page 742, a distance of 262.94 feet to a point on the Westerly right-of-way line of Brandywine Lane, said point being on a 3,335.36 foot radius curve concave to the East, having a tangent bearing of S.34°36'41" E., thence Southeasterly, along said Westerly right-of-way line and along an arc of said curve, through a central angle of 2°39'37", an arc distance of 154.86 feet; thence S.67°28'19" W., a distance of 397.91 feet; thence S.00° 12'57" W., a distance of 135.00 feet; thence S.47°49'59" E., a distance of 134.70 feet; thence S.88° 52'10" E., a distance of 200.00 feet; thence N.81°58'47" E., a distance of 260.26 feet; thence N.46° 10'42" E., a distance of 80.78 feet to a point of said Westerly right-of-way of Brandywine Lane, said point being on a 3,335.36 foot radius curve concave to the Northeast and having a tangent bearing of S.43°49'18" E.; thence Southeasterly, along said Westerly right-of-way line and along an arc of said curve, through a central angle of 9°40'22", an arc distance of 563.08 feet to a point-of-tangency, said point being in the Northwest ¼ of the Northwest ¼ of said Section 11, thence S.53° 29'39"E., along said Westerly right-of-way line, a distance of 258.25 feet to an intersection with the South line of said Northwest ¼ of the Northwest ¼ of Section 11, said point also being on the North right-of-way line of Milwaukee Avenue (an existing 30.00 foot right-of-way) as shown on the Plat of "National Police Home Foundation, Inc. Subdivision First Addition" per Plat Book 19, Page 80 of said Public Records; thence N.89°48'36" W., along said South line of the Northwest ¼ of the Northwest ¼ of Section 11, a distance of 565.25 feet to the Southwest corner of said Northwest ¼ of the Northwest ¼ of Section 11, said point being on the East line of said Section 10, thence S.01°07'50" W., along said East line of Section 10, a distance of 1323.76 feet to the Point of Beginning: containing 102.61 acres, more or less, being subject to: a 30.00 foot easement per O.R. Book 587, Page 13; 110.00 foot F.P.&L. Co., easement per O.R. Book 75, Page 274; two (2) 60.00 foot F.P.&L. Co. easements per O.R. Book 653, Page 644 and O.R. Book 669, Page 239, all of the Public Records of Brevard County, Florida, and any other easements and/or rights-of-way of record.

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the 11th day of July, 1985 by BRANDYWINE ESTATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Subdivider"):

W I T N E S S E T H :

WHEREAS, the Subdivider is the owner in fee simple of Lots 1 through 57 inclusive, Block 1 and Lots 1 through 39 inclusive, Block 2 of BRANDYWINE ESTATES, according to the plat thereof recorded in Plat Book 31, Page 75 in the Public Records of Brevard County, Florida, being all of the lots contained within said plat of BRANDYWINE ESTATES, and

WHEREAS, the Subdivider is therefore authorized to make this Amendment in accordance with Article X, Paragraph 1003 of the Declaration of Covenants, Conditions and Restrictions of BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901 in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW, THEREFORE, the Declaration is hereby amended as follows:

1) The legal description of the Properties as contained on pages 1 and 2 of the Declaration is hereby amended to read as follows:

"Lots 1 through 57 inclusive, Block 1; Lots 1 through 39 inclusive, Block 2; and Tract A of Brandywine Estates, according to the plat thereof recorded in Plat Book 31, Page 75 in the Public Records of Brevard County, Florida."

2) Article 1 Paragraph 1.05 is hereby amended to read as follows:

"1.05 'Lot' shall mend platted lots as shown on the plat of Brandywine Estates as recorded in Plat Book 31, Page 75 in the Public Records of Brevard County, Florida, and any platted lots that may be shown and contained in lands annexed by declarants."

3) The first sentence of Article II, Paragraph 2.01 of the Declaration is hereby amended to read as follows:

"No structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family residential family units, thus each lot is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees."

4) The remaining provisions of the Declaration shall remain in full force and effect except as otherwise expressly modified herein.

IN WITNESS WHEREOF, the Subdivider has hereunto set his hand and seal as of the day and year first written above.

Witness

BRANDYWINE ESTATES, LTD.

Witness

BY: _____
its General Partner

STATE OF FLORIDA
COUNTY OF BREVARD
Sworn to and subscribed before me
this 16th day of July,
1985.

NOTARY PUBLIC
My Commission Expires:

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the 31st day of March, 1986, by BRANDYWINE ESTATES, LTD., A Florida Limited Partnership (hereinafter referred to as "Subdivider");

WITNESSETH:

WHEREAS Subdivider is the owner in fee simple of:
BRANDYWINE ESTATES SUBDIVISION as recorded in Official Records Book 31, Pages 75 through 77, inclusive, of Public Records of Brevard County, Florida, and

WHEREAS, the Subdivider is therefore authorized to make the Amendment in accordance with Article X, Paragraph 10.93 of the Declaration of Covenants, Conditions and Restrictions, of BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901, in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW THEREFORE, the Declaration is hereby amended to read as follows:

(1) Article IX Paragraph 9.09 (2) is hereby amended to read as follows:

9.09 (2) All Landscape Plans shall be drawn to scale containing the following:

- a. Building site property lines.
- b. Position of all structures, drives, pools, terraces and other non-plant improvements on the property.
- c. Identification and position of all existing trees and plantings on said property.
- d. Identification and position of all trees and plants to be introduced to the property.
- e. Topography symbols for any changes in elevation that are one (1') foot or more over or under-grade of the main structure on the lots. Each change in elevation shall be indicated in feet and/or inches.
- f. A detailed specification sheet containing a list identifying all trees, plants, grass, with installed sizes corresponding to their positions on the plan.
- g. An approximate cost of installation.
- h. An automated underground sprinkler system.
- i. Fully sodded lots using Floratam sod.

(2) Article V is hereby amended by adding Paragraph 5.17 which reads as follows:

5.17 Driveway culverts shall be finished with mitered ends.

(3) Article IX Paragraph 9.01 is hereby amended to read as follows:

9.01 No lots shall be cleared, nor residences, additions thereto, add-ons, accessory buildings, pools, fences, or other structures be erected, placed, constructed, altered or maintained upon

any portions of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Brandywine Estates Homeowner's Association, a non-profit Florida Corporation (hereinafter referred to as the Homeowner's Association") or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons, neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by, and shall be satisfactory to, the Committee and receipted therefor. The Committee reserves the right to charge a reasonable fee, not to exceed \$75.00 per submittal of said plans and specifications. The approval of said plans and specifications may be withheld, not only because of their compliance with any of the specific restrictions contained in the and other clauses hereof, but all by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style, or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

(4) The remaining provisions of the Declaration shall remain in full force and effect except as otherwise expressly modified herein.

IN WITNESS WHEREOF, the Subdivider has hereunto set his hand and seal as of the day and year first written above.

BRANDYWINE ESTATES, LTD.

BY: _____
its General Partner

Witness

Witness

STATE OF FLORIDA
COUNTY OF BREVARD
Sworn to and subscribed before me
This 16th day of July,
1985.

NOTARY PUBLIC
My Commission Expires:

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the _____ day of _____, 1986, by
BRANDYWINE ESTATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Subdivider");

WITNESSETH:

WHEREAS Subdivider is the owner in fee simple of:
BRANDYWINE ESTATES SUBDIVISION as recorded in Official Records Book 31, Pages 75 through 77,
inclusive, of Public Records of Brevard County, Florida, and

WHEREAS, the Subdivider is therefore authorized to make the amendment in accordance with
Article X, Paragraph 10.93 of the Declaration of Covenants, Conditions and Restrictions, of
BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901, in the Public Records of
Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW THEREFORE, the Declaration is hereby amended to read as follows:

- 1) Article IV, paragraph 4.02 is hereby amended to read as follows:
"No residence shall be erected on any lot containing a floor area of less than two thousand two
hundred (2,200) square feet. In the event of the construction of a two-story or two and one-half
story residence, the first floor shall not contain less than one thousand one hundred (1,100)
square feet; and in the event of the construction of a one and one-half story residence, the first-
floor area shall contain not less than 1,200 square feet."
- 2) The last sentence of Article V, paragraph 5.12 of the Declaration is hereby amended to read as
follows:
"Roofs must have a minimum eight/twelve pitch. However, at the sole discretion of the Architectural
Control Committee, ranch style homes may be permitted a minimum of six/twelve pitch."
- 3) Article IX, paragraph 9.01 is hereby amended to read as follows:
"No lot shall be cleared, nor residences additions thereto add-ons, accessory buildings, pools, fences,
or other structures be erected, placed, constructed, altered or maintained upon any portion of said
lots, unless a complete set of plans and specifications therefore, including the exterior color scheme,
together with both a plot plan, indicating the exact location of the building site, and a landscaping
plan, shall have been submitted to and approved in writing by the Architectural Design Committee
appointed from time to time by the BRANDYWINE ESTATES HOMEOWNER'S ASSOCIATION, INC.,
a non-profit Florida corporation (hereinafter referred to as the Homeowner's Association) or its duly
authorized submitted or agent, and a copy of such plans as finally approved are deposited for
permanent record with the Committee. Said Committee shall consist of a minimum of two persons,

neither of whom shall be required to own property in the subdivision. Such plans and specifications shall be submitted in writing for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by, and shall be satisfactory to, the Committee and receipted therefore. The Committee reserves the right to charge a reasonable fee, not to exceed Three hundred fifty and no/100 dollars (\$350.00) per submitted of said plans and specifications. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the committee or its agent with the grading plan, location of the structure on the building site, the landscaping, the engineering, color scheme, finish, design, proportions, architecture shape, height, style, or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out of keeping of the general plan of improvement of the subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

- 4) Article IX, paragraph 9.02 is hereby amended by adding the following last sentence:

The committee shall further have the right to formulate a list of contractors approved for the purpose of constructing homes within Brandywine Estates.

- 5) Article IX, section 9.04 is hereby amended to read as follows:

Upon approval of the submitted plans and specifications, by the Architectural Control Committee, the owner must sign a performance agreement whereby he shall be required to post a bond for an amount not to exceed \$20,000.00 for the construction of a new home or \$5,000.00 for remodeling an existing home. If, after such performance agreement is entered into and such bond posted, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than approved by the committee, the owner shall be deemed to have defaulted under the agreement and the bond will be retained as liquidated damages.

As added protection to the Homeowner's Association against any damage to swells or neighboring properties, general contractors must post a performance bond not to exceed \$1,000.00 and landscaping and/or pool contractors that are independent contractors must post a performance bond not to exceed \$500.00.

- 6) Article IX, section 9.09 is hereby amended to read as follows:

(1 A landscape plan shall be submitted to the Architectural Control Committee for their approval before starting construction of any dwelling.

(2) The architectural review committee shall have the right to require that 5% of the cost of construction, including materials and installation, shall be allocated towards the cost of landscaping.

(3) All landscape plans shall be drawn to scale and must demonstrate the following:

- A. Building site property lines.
- B. Position of all structures, drives, pools, terraces and other non-plant improvements on the property.
- C. Identification and position of all existing trees and plantings on said property.
- D. Identification and position of all trees and plants to be introduced to the property.
- E. Tree measurements (height, spread, caliper); lot contouring and perimeter plantings.
- F. A minimum of ten (10) shade trees per lot.
- G. Topography symbols for any changes in elevation that are one (1) foot or more over or undergrade of the main structure on the lots. Each change in elevation shall be indicated in feet and/or inches.
- H. A detailed specification sheet containing a list identifying all trees, plants, grass, with installed sized corresponding to their position on the plan.
- I. An approximate cost of installation.
- J. An automated underground sprinkler system.
- K. Fully sodded lots using Floratam sod.

(4) All landscaping shall be completed, in accordance with the approved plan, within 45 days from substantial completion of the residence.

(5) Upon completion of landscape installation, a member of the Architectural Control Committee or their representative, will inspect the site to insure compliance with the landscape plan.

7)The remaining provisions of the Declaration shall remain in full force and effect except as other expressly modified herein.

IN WITNESS WHEREOF, the Subdivider has herein set his hand and seal as the day and year first written above.

BRANDYWINE ESTATES, LTD.

BY: _____
its General Partner

Witness

Witness

STATE OF FLORIDA
COUNTY OF BREVARD
Sworn to and subscribed before me
This 11th day of June, 1986.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1989

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the 16th day of January, 1989 by BRANDYWINE ESTATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Subdivider");

WITNESSETH:

WHEREAS Subdivider is the owner in fee simple of Lots in Brandywine Estates, according to the plat thereof recorded in Plat 31, Page 75 in the Public Records of Brevard County, Florida being all of the lots contained within said plat of BRANDYWINE ESTATES, and

WHEREAS, the Subdivider is therefore authorized to make this Amendment in accordance with Article X, Paragraph 10.93 of BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901, in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW THEREFORE, the Declaration is hereby amended to read as follows:

- 1) Article V is hereby amended by adding Paragraph 5.18 which reads as follows:
"5.18 Garage doors shall be of wood, steel or other opaque material and shall not be constructed of fiberglass or any other translucent material."
- 2) The remaining provisions of the Declaration shall remain in full force and effect except as otherwise expressly modified herein.

IN WITNESS WHEREOF, the Subdivider has herein set his hand and seal as the day and year first written above.

BRANDYWINE ESTATES, LTD.

BY: _____
its General Partner

Witness

Witness

STATE OF FLORIDA
COUNTY OF BREVARD
Sworn to and subscribed before me
This 16th day of January, 1989.

NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1989

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the 12th day of September 1995 by BRANDYWINE ESTATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Subdivider");

WITNESSETH:

WHEREAS Subdivider is the owner in fee simple of Lots in Brandywine Estates, according to the plat thereof recorded in Plat Book 31, Page 75 of Public Records of Brevard County, Florida being all of the lots contained within said plat of BRANDYWINE ESTATES, and

WHEREAS, the Subdivider is therefore authorized to make the amendment in accordance with Article X, Paragraph 10.93 of BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901, in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW THEREFORE, the Declaration is hereby amended to read as follows:

1.) Article V is hereby amended by amending Paragraphs 5.12 and 5.13 to read as follows:

"5.12. Roofing material shall be constructed of metal, clay tile, wooden shakes or shingles, or dimensional fiberglass architectural-style shingles with a minimum weight equal to 300 pounds. At least eighty percent (80%) of each roof must have a minimum eight/twelve pitch. However, at the sole discretion of the Architectural Control Committee, ranch-style homes may be permitted with a minimum six/twelve pitch."

"5.13. No aerial or antennas of any kind, except and excluding dish antennas with a diameter not to exceed eighteen inches, shall be placed on any lot. Any approved dish antenna must be installed or screened in a manner so that it is not visible from the road."

2.) The remaining provisions of the Declaration shall remain in full force and effect except as otherwise expressly modified herein.

IN WITNESS WHEREOF, the Subdivider has herein set his hand and seal as the day and year first written above.

BRANDYWINE ESTATES, LTD.

Witness

BY: _____

Witness

Sworn to and subscribed before me this 12th day of September, 1995.

NOTARY PUBLIC

My Commission Expires: _____

MARY E. SNYDER
MY COMMISSION #CC349390
EXPIRES: February 20, 1996

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRANDYWINE ESTATES

THIS AMENDMENT, made and given the 30th day of March, 1998, by BRANDYWINE ESTATES, LTD., a Florida Limited Partnership (hereinafter referred to as "Subdivider");

WITNESSETH:

WHEREAS Subdivider is the owner in fee simple of Lots in Brandywine Estates, according to the plat thereof recorded in Plat Book 31, Page 75 in the Public Records of Brevard County, Florida, being all of the lots contained within said plat of BRANDYWINE ESTATES, and

WHEREAS, the Subdivider is therefore authorized to make the amendment in accordance with Article X, Paragraph 10.93 of BRANDYWINE ESTATES as recorded in Official Records Book 2611, Page 901, in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration");

NOW THEREFORE, the Declaration is hereby amended to read as follows:

Article V is hereby amended by amending Paragraph 5.03 to read as follows:

"5.03 Other than signs displaying owner's name or estate name, no sign of any kind shall be displayed to the public view on any lot, except one (1) grey sign with maroon lettering measuring 7 inches tall by 14 inches wide advertising the property for sale or rent, except that signs used by the subdivider, his agent or a builder to advertise the property during the construction and sales period shall be allowed."

IN WITNESS WHEREOF, the Subdivider has herein set his hand and seal as the day and year first written above.

BRANDYWINE ESTATES, LTD.

Witness

BY: _____

Witness

STATE OF FLORIDA
COUNTY OF BREVARD, ss.

BEFORE ME, personally appeared H.J. Underill, III, General Partner of BRANDYWINE ESTATES, LTD., well known to me to be the person described in and who executed the foregoing and acknowledged to and before that he/she executed said instrument for the purpose therein expressed.

WITNESS my hand and seal the 30th day of March, 1998.

Print Name
Notary Public, State of Florida

This document is a true copy of the original documents expect addresses have been updated, phone numbers deleted, and email addresses added where appropriate.

My Commission Expires:

SHEILA G. CARLYLE
MY COMMISSION # CC 683364
EXPIRES: July 14, 2001
Bonded Thru Notary Public Underwriters

Prepared by
& Return to: H.J. Underill, III
Address: 490 N. Harbor City Blvd.
Melbourne, FL 32935