

RECORDED AND VERIFIED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as 'Declaration', made and entered into this 17th day of January, 1989, by A.R.C. of Cocoa, Inc., hereinafter referred to as the 'Developer';

W I T N E S S E T H :

WHEREAS, the Developer holds fee simple title to all of the real property described on and in Exhibit '1', attached hereto and incorporated by reference herein, which property, together with any improvements which may be made thereon, therein and thereto, are as subdivided according to the descriptions contained in Exhibit '1' as 'Lot' or 'Lots'; and

WHEREAS, the developer intends to convey, or otherwise utilize the Subdivision and the Lots therein contained, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens, and charges as hereinafter set forth; and

WHEREAS, it is the intention of the Developer that the Subdivision and the Lots therein contained be subject to these covenants and restrictions for the mutual benefit and protection of the Developer and persons, both natural and corporate, who may hereafter purchase or acquire any interest in the Subdivision.

NOW, THEREFORE, the Developer hereby declares that all of the Subdivision, or any part thereof, and any Lot or Lots including

*Proposed by
W.C. Thompson
131 Sunny St
Cocoa Beach, FL
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any swale, setback, or easement forming a part of a Lot, shall be held, sold and conveyed subject to the within Declaration, the covenants, conditions, easements, restrictions, reservations, liens and charges, which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. The Declaration shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof, and shall inure to the benefit of the Developer and to each owner of any Lot or Lots or of any portion or portions of the Subdivision regardless of when or how acquired.

1. RIVER ACCESS: The easement east of the subdivision is provided by the developer for ingress and egress to and from the waters of the Indian River, for all Lot owners and occupants of Lots shown on the plat of Silver Hill Subdivision, herein referred to as the Subdivision. This easement to the Indian River, including a dock of 150 ft. in length, at the end of the easement, has been conveyed to and will be managed by a non-profit corporation, the Silver Hill Home Owners Association, herein referred to as the Association. Its membership shall be limited to the owners of the lots on each side of the easement and Lot owners of Silver Hill Subdivision.

2. LOT USE AND INDIVISIBILITY: No Lot shall be used except for single-family, residential purposes. No Lot shall be reduced in size by any method whatsoever, but Lots may be enlarged by consolidation with one or more adjoining Lots under one ownership, in which event the combined Lots shall be treated as a single Lot for the purpose of compliance with the setback line

requirements of this Declaration. However, Lots, once combined, may not subsequently be separated unless each of the separated Lots will conform to, and satisfy the requirements of this declaration.

All Lots shall remain subject to the covenants and restrictions herein, notwithstanding combination of any such Lot with any contiguous Lot or other property; however, this shall not be construed to authorize any such combination. If an owner elects to purchase two adjoining Lots and use one for recreation purposes, the Lot used for recreation must be adequately screened by landscaping from public view.

One Lot, as shown on the plat of the Subdivision, shall be the minimum building area upon which a single family residence may be constructed. The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use or an Adult Congregate Living Facility.

3. LOT MAINTENANCE: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Subdivision, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon, including vacant Lots. Each Lot, whether improved or vacant, must be mowed regularly, and at no time may growth thereon, exclusive of trees, exceed six inches in height. If after thirty (30) days written notice given by the Developer or the Association, the Lot owner has not complied with the foregoing requirements regarding maintenance of the Lot, the Developer or the Association, hereby

reserve and are granted the right to enter upon the Lot requiring maintenance, and do everything necessary to comply with the foregoing requirements. Upon the performance of such maintenance, the Developer or the Association shall be entitled to recover the costs of such maintenance, together with interest at the highest legal rate from the date said cost is incurred, in the manner provided by law for the enforcement of mechanics liens.

4. BUSINESS OR TRADE ACTIVITIES: No business or trade of any kind, or noxious or offensive activity, shall be carried on upon any Lot within or without the residence located thereon, nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood. No tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except that building contractors may erect and maintain temporary structures, including trailers, during the period of residential building in the Subdivision and as an incident thereto.

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 excavations or shafts be permitted upon or in any Lot. No derrick or other structure, designed for use in boring, shall be erected, maintained or permitted anywhere on the Subdivision.

5. SILVER HILL ARCHITECTURAL COMMITTEE (SHAC): The SHAC shall be comprised of a combination of property owners and paid professional consultants. At least one of the owner-members shall also be on the Board of Directors of the Association. No

decision of SHAC shall be final until it has been approved in writing by the developer who may withhold approval for any aesthetic reason. The developer may relinquish his right to approve decisions of the SHAC in writing, at any time in the future, but shall have no obligation to do so. In the event of the death or resignation of any member of the SHAC or the removal by the Developer of one or more members, the Developer shall have full authority to designate a successor. The members of the SHAC shall not be entitled to compensation for services rendered, other than the professional consultants pursuant to this Declaration.

6. CONSTRUCTION REVIEW: Any proposed improvements to any Lot at any time shall be presented to and approved by the SHAC. An addition or modification to a present structure, or to present landscaping, pools, awnings, statuary, or anything visible from outside the house, shall require architectural approval. No dwelling, building or structure of any kind on any Lot, roadway, easement, swale, or any other part of the Subdivision shall be commenced, erected or altered until the plans, specifications and location therefor and thereof shall have been first submitted to the SHAC and approved. The plans, specifications and location of all contemplated construction and every alteration of any dwelling, building or structure shall be in accordance with all applicable Codes and Ordinances of Brevard County, Florida, in effect at the time of such proposed construction or alteration. All plans for any and all buildings and any additions to existing structures, walls, fences, hedges used as walls, pools and pool

enclosures, or any other improvements, and all exterior finish colors and materials shall be approved by the SHAC, in writing, prior to the start of any construction.

All plans and specifications shall be evaluated as to harmony of external design, color and location in relation to other structures in the Subdivision. All plans of residences are to be drawn and stamped by a registered Florida architect, or draftsman. All building contractors must be qualified home builders, licensed to build in Brevard County. The successor in title to any Owner of a Lot in the Subdivision who acquires the property of such Owner when the same is improved with a single family dwelling and accessory structures, at the time of acquisition of title shall be bound by these covenants and restrictions.

Date of submittal to the SHAC of required material for review must be evidenced by a written instrument signed by a member of the SHAC, or its duly designated representative, acknowledging receipt of such submittal and noting the date and time of such receipt. All approvals by the SHAC intended to be relied upon by a Lot owner, or his contractor, and whether relating to the provisions of this paragraph or any other covenant contained in this Declaration, must be in writing and signed or initialed by a member of the SHAC and by the Developer, principle or employee of the Lot owner or the builder by whom or on whose behalf such approval is being sought.

The SHAC shall evaluate the proposed improvements within fifteen (15) days, with emphasis upon their harmonious incorporation into the neighborhood as a whole, and with specific

emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity with the restrictive covenants, and procedures imposed by the Subdivision. To insure that Silver Hill will become a successful development, the Association, through the SHAC, has the right and obligation to property owners to revise and upgrade the requirements commensurate with the ambience and values in a changing community. When the construction of any building has begun, work thereon must proceed diligently and must be completed within a reasonable time.

7. DURATION OF APPROVAL: Final approval of building, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee.

In the event approval of plans, specifications and locations is granted in the manner provided herein, and a Lot, dwelling or other structure is commenced, erected or altered in a manner that materially varies from the approved plans, specifications and locations, without specific written permission for such variance being obtained from the SHAC and the Developer, it shall be deemed that no approval of the plans, specifications and locations was at any time given.

8. INSPECTIONS: Improvements to any property will be inspected monthly by a professional representative of the SHAC to assure conformity to the approved plans, covenants, and restrictions. Landscaping will be final-inspected upon completion. Reinspections, if required, will be charged at

\$25.00 per additional visit.

9. **SETBACK LINES:** No part of any dwelling constructed on any Lot shall be located closer than twenty five (25) feet to the front Lot line nor closer than ten (10) feet to one side and ten (10) feet on the opposite side Lot line, except that where a side Lot line abuts a roadway, the setback for that side Lot line shall be twenty five (25) feet. However, the SHAC reserves the right to impose greater or lesser setback requirements.

No balconies shall be allowed in the required yards. Roofs may extend 4 feet into the required yards, minimum height 7 feet above first floor grade. Approved walls and fences shall be allowed. Swimming pools shall not be located closer than 15 feet to any property line; related decks not closer than 10 feet to any property line; driveways shall be per County Code. No structures or plant material shall be allowed within the road and utility easements, except mailboxes and grass.

10. **FLOOR ELEVATIONS:** To comply with County regulations, the basic ground floor elevation of the house must be at least 18" above the level of the crown of the street, however they may not exceed 36" above ground level (measured at the wall of the house) unless specifically approved. Determining acceptable elevations should be accomplished through consultation with the SHAC. Existing grades on neighboring properties and drainage will be considered. The elevation of a Lot shall not be changed so as to materially affect the surface grade of an adjacent Lot.

11. **BUILDING DESIGN AND SPECIFICATIONS:** No residence being constructed or reconstructed on any Lot may contain total floor living space of less than 1,500 square feet and in the event of

two-story construction, the living area of the ground floor shall contain no less than 1,000 square feet. This reference to square footage shall be exclusive of garages, unglazed porches, screened patios, loggias or similar spaces. No dwellings or other improvements erected on a lot shall exceed two stories in height. No exposed concrete block shall be visible above grade. All exterior brick or stone facings shall be to grade.

No outside or external construction shall be comprised or constructed of simulated stones, brick or similar material, nor coin work or stucco detailing shall be permitted without the advance written approval by the SHAC. The use of tin or iron shall be specifically prohibited for siding on any structure. However, prefinished aluminum or other materials, when approved by the SHAC, shall be permitted. All exterior flashing, soffits and eave-drip shall be copper, aluminum or vinyl. Fascia shall be minimum of eight (8) inches. No prefabricated or manufactured housing shall be permitted in the Subdivision. Garages may be attached or detached from the residence, and may have entrances facing the street.

12. ROOFS: Exotic roof shapes, such as cylinders, large flat areas and multiple pitches are not considered to be harmonious with the architectural goals of Silver Hill. Residences, garages and utility buildings shall have roofs of fiberglass shingles, wood shingles, tile, clay tile, or poured masonry. Asphalt shingles are not acceptable. No plumbing vents, exhaust fans, etc. are to protrude from the street-side of the roof, except by approval. Roofs on outdoor patios, pools and

greenhouses may be of other materials if permitted by SHAC. Roofs shall be "hip", "gable", or "A" frame design, with a minimum slope of three (3) feet per twelve (12) feet, except flared eaves which are permitted within reason. This requirement may be varied by the SHAC if a Lot owner desires to architecturally conform the garage or utility building to the design of the single-family residence to which the requested construction is appurtenant; provided, however, that in such event, the said garage or utility building shall be constructed concurrently with or subsequent to the construction of the single-family residence.

The use of tin or iron shall be specifically prohibited for roofing on any structure.

13. SOLAR PANELS: A limited number of solar panels are permitted, but a large number of panels render the roof unsightly and detract from the aesthetic image of the house and neighborhood. The area devoted to solar panels should accordingly be in reasonable and minor proportion to the area of the section of the roof on which they will be installed. Specific approval of the solar panels design must be obtained, but nothing contained herein shall be interpreted to prohibit the installation of energy devices utilizing renewable resources. Clothes lines or drying yards shall be permitted behind the rear line of the house, as long as they are screened from neighbor's views, kept at ground level and promptly emptied after use.

14. UTILITY CONNECTIONS: Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the

proper connection points to the building structure in such a manner to be acceptable to the governing utility authority.

15. SWIMMING POOLS: Any swimming pool to be constructed on any Lot shall be subject to approval of the SHAC. Screened pools will be permitted as an integral part of the roof and walls and not obstruct the view from other houses. The structural members must be composed of materials utilized on or within the main structure of the residence, so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character and theme. The use of metals (i.e. anodized, enameled, etc.) for screen attachment may be used if approved by the SHAC. The use of mill-finish (silver colored) aluminum will not be approved.

16. SAFETY ENCLOSURES FOR SWIMMING POOLS: Brevard county currently requires that pools be enclosed by a fence or wall not less than 4 feet in height. In case a structural enclosure around the pool itself is objectionable, this can be accomplished by using a hedge/wire-fence combination, on or near property lines and extending to the pool. Check this matter carefully with the SHAC.

17. OUTBUILDINGS: No outbuilding shall be used for rental purposes separately from the principal structure on the Lot. Detached buildings, gazebos, greenhouses, etc. will only be permitted if they are within the required building setbacks and do not impinge upon the view of the neighbors. Prefabricated frame or aluminum storage sheds are allowed in the rear yards, screened from the neighbors' view. Garages and utility buildings

shall have exterior walls of masonry, brick, stone or wood and shall be stuccoed, painted or stained to harmonize with the main structure.

18. OUTSIDE LIGHTING: Any exterior lighting (i.e. swimming pools, driveways, parking or recreation areas, or landscaping) shall be subject to approval, and shall be designed so as to buffer the surrounding residences from the lighting. Cuts of any exterior lighting fixtures shall accompany plan for approval.

19. OUTSIDE EQUIPMENT AND CONTAINERS: Swimming pool, air-conditioning and sprinkler equipment, trash containers, oil and bottled gas tanks etc. shall be screened with approved walls or fences. No antennae may be installed on the street side of the house. Satellite dishes must be located behind the house and be screened from view from the street.

20. WINDOW AIRCONDITIONING UNITS: No window or wall a/c units shall be permitted, except as supplemental units and as approved by SHAC.

21. MAILBOXES: Mailbox design is subject to approval by SHAC before construction. It is the owner's responsibility to have the box built as per drawing. Color is to be only that called out on the print. Location will be ascertained by the SHAC, as the boxes are to be installed on Brevard County owned property, the County right-of-way.

22. SIGNS: No sign of any kind shall be displayed to the public view on any portion of the Subdivision except one sign of not more than two (2) square feet identifying the Lot owner and address, one sign of not more than four (4) square feet advertising a Lot or Lots for sale or rent, or signs less than

eight (8) square feet used by a builder to advertise Lots for sale or rent during the construction and sales period. Any sign utilized in connection with the foregoing must be professionally prepared and may be located only on the Lot to which the sign refers.

23. LANDSCAPING: No construction shall begin without final approval of both building and landscaping plans. The SHAC may require a minimum expenditure for landscaping of two percent (2%) of estimated construction cost and Lot value, as determined by the SHAC. Landscaping according to the approved plan must be completed within 6 months of substantial completion of a home. All Lots must have underground sprinkling for watering purposes. Shallow wells for the production of water for irrigation are permitted.

Detailed and scaled sketches, including location sketches, shall be submitted by the Lot owner to the SHAC for any construction, improvements, additions or alterations which may be sought to be erected or placed on any Lot at least fifteen (15) days prior to the date that approval thereof is required.

Plans and specifications as regards topography and finished grade elevation must also be reviewed and approved by the SHAC before any movement of dirt or alteration of natural contours is effected.

24. TREES: No trees shall be destroyed except those absolutely necessary to construct the principal residence, driveway, septic tank and appurtenant structures. The Lot owner shall identify those trees having a diameter in excess of four

(4) inches which are intended to be removed by the Lot owner because of construction contemplated by him at the time that plans therefor are submitted to the SHAC. It shall be the prerogative of the SHAC to require any structures to be located so as to minimize the destruction of trees. Trees shall not be destroyed to promote the growth of lawns.

25. SWALES: To comply with government regulations, the original contouring of each building site includes a swale for water accumulation and run-off. Driveways and access walks crossing this swale must conform to the ground slopes of the declivity consistent with approved engineering drawings. All Lots, including swales and easement areas located within such Lots, shall be fully sodded.

26. WALLS AND FENCES: No walls or fences in excess of six (6) feet above ground level will be allowed on the Subdivision. No wall or planter in the front yard shall exceed 42 inches in height. All heights are measured from natural earth grade at the base of the wall. Only masonry walls and wood fences will be allowed in the front yard, after approval by the SHAC. Chainlink wire fences are permitted in the rear yard and to serve as animal enclosures, providing the wire does not exceed six (6) feet in height.

27. HEDGES: Hedges for privacy will be allowed within the setbacks and along property lines, subject to approval by the SHAC as to location and height.

28. GATES, ARCHES, COLUMNS, ETC.: Decorative structures in walls, driveways or entryways may not be allowed if deemed to ornate or inappropriate for the architecture. This also applies

to large pedestals, vases, site lights, statues, sculptures etc., in any portion of the front yard or on the front of the residence. All driveways must be constructed of concrete or brick.

29. GAME AND PLAY STRUCTURES: Any basketball backboards or other fixed game or play structures shall be located at the rear of the dwelling and beyond all setbacks. No platform, doghouse, or structure of similar kind or nature shall be allowed in front of the rear line of the residence and must have prior approval of the SHAC.

30. PETS: No animals, birds, or fowl shall be kept or maintained on any part of the Subdivision except dogs, cats, fish, pet birds and pet rabbits which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All animals must be under control by obedience training or kept on a leash when they are outside the owner's premises, and must not become a nuisance to other residents by barking or other acts.

31. MOTOR VEHICLES: No regular on-street parking of any motor vehicle is allowed. Boat trailers or habitable vehicles of any nature shall be kept at the rear of the property, or within an enclosed garage. Outside storage has to be screened from view from the street or abutting properties. No trucks in excess of one-half ton capacity, and no commercial vehicles of any kind shall be permitted to be parked anywhere on the Subdivision, whether on the dedicated right-of-way, or on any privately owned Lot, for a period of more than four (4) hours in any twenty-four hour

period, unless it is necessary in the actual construction or repair of buildings on the Subdivision. No trucks or commercial vehicles shall in any event be parked overnight on the Subdivision.

No recreational, motor home or other vehicle may be used as a temporary or permanent residence while on the Subdivision. No Lot shall be used as a junkyard or "auto graveyard". No part of any Lot shall be used for major vehicular motor or engine repairs, except that tune-ups and minor repairs may be performed within the garage located on a Lot by the Lot owner on his own vehicle, motor or engine. No Lot owner may maintain more than four (4) vehicles on his Lot, unless such excess vehicles are kept within a garage.

32. SANITATION: No burning of refuse will be allowed on any part of any Lot. Sewage shall be disposed of through a Brevard County approved septic tank system. Garbage or rubbish shall not be dumped or allowed to remain on any Lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle may be placed outside the residence for collection on the day of scheduled collection, in accordance with the regulations of the collecting agency. At all other times, the rubbish containers shall be placed on the Lot so as not to be visible from the street or from the property of the adjoining Lot owners. Empty containers shall be removed promptly after pick-up.

33. VIOLATIONS AND ENFORCEMENT: Violations of any covenant or restriction contained in this Declaration may be remedied by the Developer or the SHAC and the expense thereof shall be chargeable to the then owner of the Lot or Lots on which or in connection with which the violation has occurred, and said

expense shall be payable forthwith and upon demand. In the event that the Developer or SHAC has expended funds in connection with curing such violation, then and in such event, the funds so expended shall become a lien upon the Lot or Lots upon which the violations occurred. Said lien may be perfected by the recording of the same in the Public Records of Brevard County, Florida, and may be foreclosed at the option of the holder thereof. Enforcement shall be by proceeding at law or in equity, brought by the Developer, the SHAC or the owner of any Lot or Lots located within the Subdivision, against any person or persons violating or to recover damages, or both. In the event that the Developer or SHAC is obliged to engage counsel in connection with its enforcement of the Declaration, or any of the provisions herein contained, then and in such event, the Developer or the SHAC, or both will be entitled to recover its attorney's fees, and, further, if such matter proceeds to litigation, the Developer or the SHAC, if the prevailing party, will be entitled and authorized to recover its attorney's fees for such litigation from the defendant in such proceedings, both at the trial court level and for any appellate proceedings.

34. WAIVER OF MINOR VIOLATIONS: Where a violation of this Declaration exists, and is of such a nature so that in the opinion of the SHAC the existence of such violation does not result in an economic hardship to the property values of other owners in the Subdivision, or substantially interfere with the rights of other owners, the SHAC shall have the right at any time, after proper request is made therefor by the party

responsible for such violation, or the owner upon whose Lot the violation is found, to release such Lot or portion thereof from the obligation to cure such violation.

35. COVENANT DURATION: Except as the same may be waived, abandoned and terminated, modified, altered or changed, as otherwise provided for hereinafter, this Declaration is to run with the property and shall be binding on all owners of the Subdivision or any Lot or Lots therein and all persons claiming under them, all members of the Association, until January 1, 2010, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless by vote of majority of the then owners of the Lots it is agreed to amend or rescind said Declaration in whole or in part.

36. COVENANT MODIFICATION: The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the Subdivision, and each Lot therein contained, may be waived, abandoned and terminated, modified, altered or changed as to all of the Subdivision or any portion thereof, with the written consent of the owners of two-thirds (2/3) or more of the Lots in the Subdivision. However, no such waiver, abandonment, termination, modification, alteration or change shall be effective without the joinder therein by the Developer until such time that the Developer has conveyed title to all of the Lots owned by the Developer or until January 1, 1995, whichever event or date occurs last. No such waiver, abandonment, termination, modification, or alteration shall become effective until a property instrument in writing shall be

executed and recorded in the Public Records of Brevard County, Florida.

37. COVENANT INVALIDITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

38. LIMITATION OF LIABILITY: Nothing herein contained shall serve to impose any duty upon the Developer or the SHAC which would subject the Developer or the SHAC jointly or severally, to any liability to third parties of the failure, in whole or in part, of the Developer or the SHAC to enforce any or all of the covenants contained in this Declaration.

The user of the Indian River waterway, the ingress and egress easement, the dock, Silver Hill Lane and its cul-de-sac, any public area, any Lot or other portion of the Subdivision, or its approaches, for swimming, boating, fishing, walking, driving, residing, building, or any other use whatsoever, shall do so strictly at his own risk. A.R.C. of Cocoa Inc., the developer, SHAC, or the Silver Hill Home Owners Association shall not be responsible for any loss, damage or injury resulting from any cause whatsoever, on water or land within the Silver Hill Subdivision, its easements, or abutting waterway.

39. MARGINAL TITLES: The marginal titles are for convenience and reference only.

IN WITNESS THEREOF, the undersigned has caused this Declaration of Covenants and Restrictions to be duly executed as of the date and year above written.

[Signature]
Witness

A.R.C. OF COCOA, INC.

Lina M. Carapi
Witness

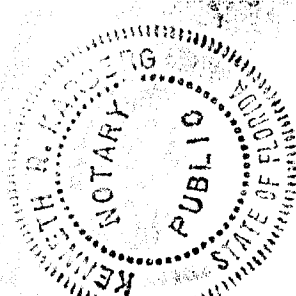
I. Centi Thomson
I. Centi Thomson, Secretary

STATE OF FLORIDA :
COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 19th day of January, 1989, by I. Centi Thomson, Secretary of A.R.C. of Cocoa, Inc. developer of Silver Hill Subdivision.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
at Large

My Commision Expires:



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LEGAL DESCRIPTION

A parcel of land lying in Sections 5 and 6, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the lands of Conrad Cramer, as described in Official Records Book 2321, Page 1278 of the Public Records of Brevard County, Florida, the Point of Commencement lying on the Easterly right-of-way line of State Road 5 (also known as U.S. Highway No. 1), and being 792 feet North (by right-angle measurement) of the South line of said Section 6; thence run S.89°25'12"E. along the South line of said lands of Conrad Cramer for 215.53 feet to the Point of Beginning; thence continue S.89°25'12"E. along the South line of said lands of Conrad Cramer for 110.65 feet to the Southeast corner of said lands of Conrad Cramer; thence run N.0°02'44"E. along the East line of the lands of Conrad Cramer, as described in said Official Records Book and Page, and as described in Official Records Book 2244, Page 2118 of said Public Records, for 338.45 feet to the Northeast corner of the lands of Conrad Cramer, as described in Official Records Book 2244, Page 2118; said Northeast corner lies on the Westerly extension of the South line of BRIARWOOD MANOR, as recorded in Plat Book 20, Page 37 of said Public Records; thence run N.87°36'28"E. along said Westerly extension and along said South line of BRIARWOOD MANOR for 417.98 feet; thence run S.44°51'43"E. for 145.05 feet; thence run S.0°02'44"W. for 99.25 feet; thence run S.30°46'36"W. for 178.91 feet to a point on the South line of lands described in Official Records Book 4, Page 16 of said Public Records; thence run S.89°59'02"W. along said South line of lands described in Official Records Book 4, Page 16 for 172.31 feet; thence run S.0°05'25"E. for 287.15 feet; thence run N.89°43'44"W. for 372.46 feet; thence run N.0°00'58"W. for 110.01 feet; thence run S.89°59'02"W. for 134.8 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 25.0 feet; thence run Southwesterly and Southerly along the arc of said curve, through a central angle of 103°43'39", for an arc distance of 45.26 feet to the point of a cusp with said Easterly right-of-way line; thence run N.13°44'37"W. along said Easterly right-of-way line for 102.94 feet to the point of a cusp with a circular curve concave to the Northeast, having a radius of 25.0 feet; thence run Southeasterly, along the arc of said curve, through a central angle of 76°16'21", for an arc distance of 33.28 feet to the point of tangency of said curve; thence run N.89°59'02"E. for 164.46 feet; thence run N.0°00'58"W. for 126.42 feet to the Point of Beginning; said parcel contains 6.520 acres, more or less.

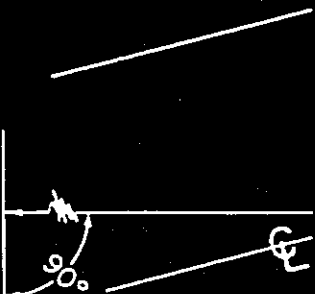


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