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FIRST AMENDMENT  
TO THE  
DECLARATIONS OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR JAMES LANDING

WHEREAS, THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING (hereinafter referred to as the "Declaration") was made and executed the 16th day of November, 1988, by LINPRO MELBOURNE LAND LIMITED PARTNERSHIP and LINPRO MELBOURNE APARTMENT I LIMITED PARTNERSHIP, both Florida limited partnerships, and LINPRO MELBOURNE SINGLE FAMILY I LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as the "Developer"), recorded on December 6, 1988 in the Public Records of the Brevard County, Florida; and

WHEREAS, the Developer now desires to amend said Declaration in part for the benefit of James Landing and its residents;

Now therefore, on this 28th day of March, 1989, for and in consideration of the premises hereof, the Developer does hereby amend said Declaration as follows:

Article I, Section 1.9 "Common Property" is revised and amended in its entirety to read as follows:

1.9 "Common Property" shall mean and be defined as all real property (including any improvements thereto) and personal property from time to time owned by the Association for the common use, enjoyment and benefit of all Owners, including, without limitation, such portions of the Subject Property which are conveyed to the Association by the Developer as more particularly provided in Section 7.1 of this Declaration. More specifically, Common Property shall be those portions of the Subject Property more particularly described on Exhibit "D" attached hereto and by this reference made a part hereof. The Common Property also is designated on the Plat as "Tracts D, E, G, H, J, K, R, S, T, U, V, W, and X," inclusively, and furthermore shall include all natural gas street lighting and all street identification and/or traffic signs located within the subject property, whether or not the same are located on Common Property or within publicly dedicated rights of way or easements.

IN WITNESS WHEREOF the Developer has caused this First Amendment to be made and executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

LINPRO MELBOURNE LAND LIMITED  
PARTNERSHIP, a Florida limited  
partnership

By: L. J. Morrissett, General Partner

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 28th day of March, 1989, by L. J. Morrissett, as General-Partner of LINPRO MELBOURNE LAND LIMITED PARTNERSHIP, a Florida partnership, on behalf of the limited partnership.

Prepared by: Jeffrey Hamilton  
The Linpro Co.  
951 Broken Sound Pkwy.  
Suite 150  
Boca Raton, FL 33487

Notary Public  
My Commission Expires:

OFFICE OF CITY CLERK  
CITY OF MELBOURNE  
600 S. US Highway 1  
Melbourne, Florida 32901

Notary Public  
State of Florida of Large  
My Commission Expires Aug. 21, 1991

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Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

LINPRO MELBOURNE SINGLE FAMILY I  
LIMITED PARTNERSHIP, a Delaware  
limited partnership by and through  
Linpro Florida - 7390, Inc., a  
Delaware Corporation, its authorized  
General Partner

By: [Signature]  
L. J. Morrissett, Vice President,  
Linpro Florida - 7390 Inc., as  
General Partner

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th  
day of July, 1989, by L. J. Morrissett  
as Vice President of LINPRO FLORIDA - 7390 INC., a Delaware  
corporation, as General Partner of LINPRO MELBOURNE SINGLE FAMILY  
I LIMITED PARTNERSHIP, a Florida partnership, on behalf of the  
limited partnership.

[Signature]  
Notary Public  
My Commission Expires:

Notary Public  
State of Florida at Large  
Commission Expires Aug. 21, 1992

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

LINPRO MELBOURNE APARTMENT I  
LIMITED PARTNERSHIP, a Florida  
limited partnership

By: [Signature]  
L. J. Morrissett, General Partner

"DEVELOPER"

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th  
day of July, 1989, by L. J. Morrissett  
as General Partner of LINPRO MELBOURNE APARTMENT I LIMITED  
PARTNERSHIP, a Florida partnership, on behalf of the limited  
partnership.

[Signature]  
Notary Public  
My Commission Expires:

Notary Public  
State of Florida at Large  
My Commission Expires Aug. 21, 1992

OFF. REC.  
2995

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2426



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 TRUST FUND \$ 250 BREVARD CO., FL  
 REG FEE 2500 CLERK CIRCUIT CT.  
 DOC ST \_\_\_\_\_  
 INT TAX "C" \_\_\_\_\_  
 EXCISE TAX \_\_\_\_\_  
 SERV CHRG \_\_\_\_\_  
 REFUND \_\_\_\_\_

RECORDED  
 AND  
 VERIFIED

SECOND AMENDMENT  
 TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
 RESERVATIONS AND EASEMENTS FOR JAMES LANDING

Amendment dated as of the 2nd day of March, 1992 by Northfox Properties, Inc., a Massachusetts corporation ("Northfox") to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for James Landing dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, of the Public Records of Brevard County, Florida, as amended by First Amendment dated February 28, 1989 and recorded in Official Records Book 2995, Page 2425 of the Public Records of Brevard County, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327 (collectively, the "Declaration").

WITNESSETH

WHEREAS, Northfox, by deed dated January 22, 1991, recorded in Official Records, Book 3105, Page 1895 of the Public Records of Brevard County, Florida, succeeded to the rights of LINPRO Melbourne Land Limited Partnership and LINPRO Melbourne Apartment I Limited Partnership, both Florida limited partnerships, and LINPRO Melbourne Single Family I Limited Partnership, a Delaware limited partnership as owner of the "Subject Property," as defined in the Declaration and as "Developer," as defined in the Declaration; and

WHEREAS, Northfox desires to amend the Declaration to make certain changes therein;

NOW, THEREFORE, for and in consideration of the premises hereof, Northfox does hereby amend the Declaration as follows:

1. Section 4.19 is hereby amended by deleting the "period" at the end of the first sentence of said section and adding the following:

, provided, however, that nothing in this Declaration shall be deemed to prevent Developer, or any Owner of Single Family Parcel A, Parcel B or Parcel C (referred to herein collectively as the "Single Family Parcels" and individually as a "Single Family Parcel"), or any successor or assign of any of them, from installing a below ground swimming pool on any portion of any Single Family Parcel.

PREPARED BY: MARTHA MCMAHON, ESQUIRE  
 RECOLL MANAGEMENT CORP.  
 28 STATE STREET  
 BOSTON, MA 02109

RETURN TO: 791426  
 FIRST AMERICAN TITLE INSURANCE CO.  
 25400 U.S. Highway 19 N., Suite 212  
 CLEARWATER, FL 34623

BK3184PG0468

12/15/93 MS E112 243

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 28.50



2. The Declaration is hereby amended by adding the following section after Section 7.7:

Simultaneously with this Amendment, the Developer is transferring the Common Property to the Association. Notwithstanding anything to the contrary in the foregoing, and notwithstanding such transfer, the Developer hereby agrees that it shall, at its expense, take such actions as shall be necessary to complete the Master Drainage System in accordance with, and shall otherwise comply with, the terms and conditions of Permit No. 4-009-0262M dated April 12, 1938 issued by the St. Johns River Water Management District (the "District") as said permit is now or may hereafter be amended or modified. As soon as reasonably practicable after the recording of this Amendment, the Developer will request that the District and the City of Melbourne, Florida (the "City") issue their final approvals of the portions of the Master Drainage System which have been completed, or, if such final approvals are not available, that the District and the City issue preliminary approvals of said completed portions of the Master Drainage System, provided, however, that the Developer shall not be obligated to seek such approvals at such time if to do so would: (i) would materially adversely affect the "Development Approvals", as hereinafter defined or (ii) would require the Developer to complete those portions of the Master Drainage System which are located on undeveloped portions of the Subject Property prior to development of those undeveloped portions of the Subject Property. If additional work or modifications of the portions of the Master Drainage System which have been completed are required to obtain such approval, or to bring the Master Drainage System into compliance with the plans of the Master Drainage System submitted to the District in connection with said permit, the Developer shall, at its expense, cause such work or modifications to be completed, provided, however, that nothing in this Section 7.8 shall be deemed to obligate the Developer to pay the cost of ordinary repairs and maintenance of the Master Drainage System, except to the extent that the cost of such ordinary repairs or maintenance are included within the budget of the Association.



In furtherance and not in limitation of the foregoing, the Developer agrees to take such measures as shall be reasonably necessary to comply with the terms of the letter dated January 14, 1992 issued by the District as soon as practicable.

In furtherance and not in limitation of the foregoing, the Developer may assign said obligation to the purchaser of all or substantially all of the portions of the Subject Property presently owned by the Developer as of the date of this Amendment, and, upon such assignment, said purchaser shall be bound by said obligation and the Developer shall be relieved of said obligation. It shall be a condition to any such assignment that the Developer shall have obtained any governmental approvals required for such transfer and that any such transfer shall be accompanied by an assignment of Developer's rights as set forth in Section 17.10 of the Declaration.

For purposes of this Section 7.8, the term "Development Approvals" shall mean:

- (i) a decision of the City Council of Melbourne, Florida made on July 8, 1986;
- (ii) the terms and conditions of approval for James Landing issued by the City Commission of the City, as set forth in the preliminary plat/subdivision plan approvals for James Landing dated February 10, 1987 and July 24, 1987;
- (iii) any modifications of or amendments to the foregoing effectuated by appropriate action of any prior owner of the Subject Property and the City, their successors and assigns; and
- (iv) any future approvals, conditions, rules, regulations or ordinances relating to any prior owner of the Subject Property and the City, their successors and assigns.

3. Section 9.5 of the Declaration is hereby amended by deleting therefrom the third grammatical paragraph beginning with the words "Provided, however, and notwithstanding..." through and including the words "Four (4) years from the date that this Declaration is recorded among the public records of the County."



4. Section 10.9 of the Declaration is hereby amended by adding the following sentence at the end thereof:

Notwithstanding the foregoing, the amount of any such supplemental or revised assessment shall not exceed the amount equal to five percent (5%) of the previously authorized assessment for such calendar year except to the extent that the Association determines that such supplemental or revised assessment is necessary for matters of public health or safety.

5. Section 10.10 is hereby amended by adding the following sentence at the end thereof:

For the year beginning on January 1, 1992 and ending on December 31, 1992, the Association budget shall be in the amount of Thirty-seven Thousand Dollars (\$37,000.00).

6. Section 10.12 is hereby deleted in its entirety.
7. Section 12.13 of the Declaration is deleted in its entirety.
8. Section 13.5 is hereby amended by adding thereto the following paragraph as subsection (f):

This Declaration shall not be changed, amended or modified to such fashion as to adversely affect the interest of any Owner of the Multi-Family Parcel. In furtherance and not in limitation of the foregoing, the Developer shall give not less than fifteen (15) days' prior written notice of any proposed amendment pursuant to Section 13.1, such notice to be given as hereinafter provided. If the Owner of the Multi-Family Parcel does not object to the proposed amendment within fifteen (15) days after its receipt of such notice, such objection to be made by written notice in the manner hereinafter provided, the proposed amendment shall be deemed approved by the Owner of the Multi-Family Parcel. If the Owner of the Multi-Family Parcel does object to the proposed amendment by written notice given as hereinafter provided within said fifteen (15)-day period, the proposed amendment shall not be adopted pursuant



to Section 13.1. Notwithstanding the foregoing, nothing in this Section 13.5(f) shall be deemed to prohibit or prevent the Developer from amending the Declaration pursuant to Section 13.1 from time to time, without prior notice to the Owner of the

Multi-Family Parcel, with respect to any Single Family Parcel, for the purpose of changing the configuration of lots within said Single Family Parcel, reducing the number of lots within said Single Family Parcel (provided that the number of resulting lots shall not be less than twenty (20)), or adding or changing the amenities serving any of the Single Family Parcels. Furthermore, nothing in this Section 13(f) shall be deemed to prohibit the Developer from proposing to amend this Declaration pursuant to Section 13.2.

Any notice required hereunder shall be given by delivery in hand, by delivery by national recognized overnight courier service, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to the Developer or to the Owner of the Multi-Family Parcel, as the case may be, at such address as it shall specify, by written notice given from time to time in accordance with this section, for the giving of such notice.

9. The Declaration is hereby amended by adding the following section after Section 12.14:

12.15 The Developer shall cause members of the Design Review Board appointed or designated by the Developer to vote from time to time to adopt rules and regulations to require that any buildings hereafter constructed upon the Subject Property are in a style consistent with existing buildings in the Subject Property. The provisions of this Section 12.15 shall be enforceable only by the owner from time to time of the Multi-Family Parcel.

10. Any capitalized term used herein without definition shall have the meaning ascribed to such term in the Declaration.

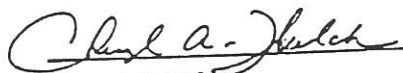


11. The Declaration as amended by this Amendment remains in full force and effect and inures to the benefit of and is binding upon Northfox, the Developer, and any Owner of any parcel, or any portion thereof, located within the Subject Property, and their respective successors and assigns.


IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first set forth above.

Witnessed:

  
Craig T. Scheff

  
Cheryl A. Welch

Northfox Properties, Inc.


By:   
Robert J. Moynahan  
Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

March 2, 1992

Then personally appeared the above named Robert J. Moynahan, Vice President of Northfox Properties, Inc. and acknowledged the foregoing instrument to be the free act and deed of Northfox Properties, Inc., before me,

  
Notary Public  
My Commission Expires

KAREN SHARKEY-TAYLOR

My Commission Expires

legal\recoll\mjm\sav-ammt



*Sandy Crawford* Clerk Circuit Court  
 Recorded and Verified Brevard County, FL  
 # Pgs. 2 # Names 3  
 Trust Fund 1.50 Rec Fee 9.00  
 Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

This instrument prepared by:  
 ROBERT L. BEALS, ESQ.  
 GRAY, HARRIS, ROBINSON,  
 KIRSCHENBAUM & PEEPLES  
 P. O. Box 320757  
 Cocoa Beach, Florida 32932-0757

**THIRD AMENDMENT TO DECLARATION OF  
 COVENANTS, RESTRICTIONS, RESERVATIONS  
 AND EASEMENTS FOR JAMES LANDING**

THIS THIRD AMENDMENT dated as of the 24th day of October, 1994 by METRO DEVELOPMENT COMPANY, a Florida corporation ("METRO"), as successor to NORTHFOX PROPERTIES, INC., a Massachusetts corporation ("NORTHFOX") to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, as amended by First Amendment dated February 28, 1989 and recorded in Official Records Book 2995, Page 2426, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327, as amended by Second Amendment to Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 2, 1992 and recorded in Official Records Book 3184, Page 0468, and as affected by Assignment of Developer's Rights to METRO dated September 12, 1994 and recorded September 13, 1994 in Official Records Book 3420, Page 3971, all of the Public Records of Brevard County, Florida (collectively, the "Declaration").

**W I T N E S S E T H :**

WHEREAS, NORTHFOX, by deed dated January 22, 1991, recorded in Official Records Book 3106, Page 1895, Public Records of Brevard County, Florida, succeeded to the rights of LINPRO Melbourne Land Limited Partnership and LINPRO Melbourne Apartment I Limited Partnership, both Florida limited partnerships, and LINPRO Melbourne Single Family I Limited Partnership, a Delaware limited partnership, and METRO, by deed dated June 10, 1994, recorded in ORB 3399, Page 2598, and deed dated September 9, 1994 recorded in ORB 3420, Page 2969, Public Records of Brevard County, Florida, succeeded to the rights of NORTHFOX, as owner of the "Subject Property," and as "Developer," both as defined in the Declaration; and

WHEREAS, METRO desires to amend the Declaration to make certain changes therein.

NOW, THEREFORE, for and in consideration of the premises herein contained, METRO does hereby amend the Declaration as follows:

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1. Section 12.1 is hereby amended by deleting the second and third full sentences thereof.

2. Section 12.5 is hereby deleted in its entirety.

3. Section 12.6 is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

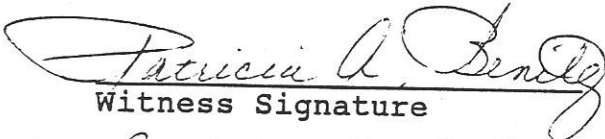
DEVELOPER:

METRO DEVELOPMENT COMPANY  
Florida corporation

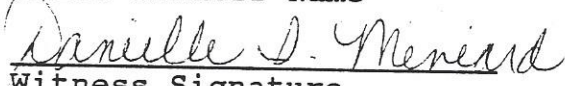
By:

ARTHUR F. EVANS, III  
President

Address: 1333 Gateway Drive  
Suite 1008  
Melbourne, FL 32901

  
Witness Signature

PATRICIA A. BENITEZ  
Print Witness Name

  
Witness Signature

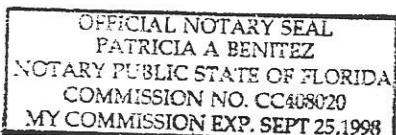
Danielle I. Miniard  
Print Witness Name

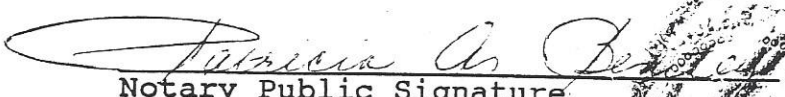
STATE OF FLORIDA       )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of October, 1994, by ARTHUR F. EVANS, III, as President of METRO DEVELOPMENT COMPANY, a Florida corporation, who is personally known to me, or who produced (personally known) as identification, and who did take an oath.

My commission expires:

hoa\james\deccov.am3



  
Notary Public Signature

PATRICIA A. BENITEZ  
Print Notary Public Name

BK3446PG1889



THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Arthur F. Evans, III  
1333 Gateway Drive, Suite 1008  
Melbourne, FL 32901

*Handwritten:* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# 3 of 4  
File # 200 Fee 13.00  
Date            Filed             
Service Chg            Return           

**FOURTH AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR  
JAMES LANDING**

THIS FOURTH Amendment dated as of the 17<sup>th</sup> day of March, 1995, by METRO DEVELOPMENT COMPANY, a Florida corporation ("METRO"), as successor to NORTHFOX PROPERTIES, INC., a Massachusetts corporation ("NORTHFOX") to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, as amended by First Amendment dated February 28, 1989 and as recorded in Official Records Book 2995, Page 2426, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327, as amended by Second Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 2, 1992 and recorded in Official Records Book 3184, Page 0468, and as affected by Assignment of Developer's Rights to METRO dated September 12, 1994 and recorded September 13, 1994 in Official Records Book 3420, Page 3971, as amended by Third Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated October 24, 1994 and recorded in Official Records Book 3444, Page 1888, all of the Public Records of Brevard County, Florida (collectively, the "Declaration").

WITNESSETH:

WHEREAS, the property encumbered by aforesaid Declaration is known as JAMES LANDING as per plat thereof recorded in Plat Book 35, Page 34-36, et seq., of the Public Records of Brevard County, Florida.

WHEREAS, METRO is desirous of amending the Declaration and to impose all of the terms and conditions of the Declaration upon all of the real property described in Exhibit "A" attached hereto and to that certain Plat recorded in Plat Book 41, Pages 10, 11 and 12, of the Public Records of Brevard County, Florida (the "Additional Property").

NOW, THEREFORE, in consideration of the premises, METRO does hereby amend the Declaration as follows:

1. The property which is subject to the Declaration is hereby amended to include all of the Additional Property and, furthermore, METRO hereby dedicates any and all common areas contained in the Additional Property all as set forth in the Plat of James Landing, P.U.D., Tract B-2, Plat Book 41, Pages 10, 11 and 12, and all of said Additional Property shall be subject to all of the terms, provisions and conditions of the Declaration with like dignity to the real property upon which they were originally imposed as if and as though said Additional Property had been originally subject to the original Declaration.

2. This Amendment shall in no way, except as specifically provided for herein, invalidate, change or in any way affect or all of the terms of the original Declaration which are hereby specifically reimposed.

BK 3463 PG 4177



IN WITNESS WHEREOF, METRO has caused these presents to be executed in its name by its duly authorized officer as of the 17<sup>th</sup> day of March, 1995.

DEVELOPER:  
METRO DEVELOPMENT COMPANY,  
a Florida corporation

BY: [Signature]  
ARTHUR F. EVANS, III,  
as its President

[Signature]  
WITNESS

PATRICIA A. BENITEZ

Printed Witness Name

[Signature]  
WITNESS

Danielle I. Miniard

Printed Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of March, 1995, by ARTHUR F. EVANS, III, as President of METRO DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

[Signature]  
Notary Public Signature

PATRICIA A. BENITEZ  
Print Notary Public Name

My commission expires:

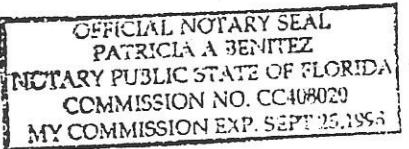




EXHIBIT "A"

***JAMES LANDING, P.U.D., TRACT B-2***

*BEING A REPLAT OF TRACT B-2 OF JAMES LANDING AS RECORDED IN PLAT BOOK 35,  
PAGES 34-36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.  
LYING IN SECTION 7, TOWNSHIP 27 SOUTH, RANGE 37 EAST  
CITY OF MELBOURNE, FLORIDA*



THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Arthur F. Evans, III  
1333 Gateway Drive, Suite 1008  
Melbourne, FL 32901

*Landy Crawford* Clerk Circuit Court  
Recorded and Indexed Brevard County, FL  
# Pgs. 2 # Maps 3  
Total Paid 1.50 Fee 9.00  
Clerk's Fee \_\_\_\_\_  
Clerk's Fee \_\_\_\_\_  
Service Chg. \_\_\_\_\_

**FIFTH AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR  
JAMES LANDING**

THIS FIFTH Amendment dated as of the 12<sup>th</sup> day of April, 1995, by METRO DEVELOPMENT COMPANY, a Florida corporation ("METRO"), as successor to NORTHFOX PROPERTIES, INC., a Massachusetts corporation ("NORTHFOX") to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, as amended by First Amendment dated February 28, 1989 and as recorded in Official Records Book 2995, Page 2426, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327, as amended by Second Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 2, 1992 and recorded in Official Records Book 3184, Page 0468, and as affected by Assignment of Developer's Rights to METRO dated September 12, 1994 and recorded September 13, 1994 in Official Records Book 3420, Page 3971, as amended by Third Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated October 24, 1994 and recorded in Official Records Book 3444, Page 1888, as amended by Fourth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 17, 1995 and recorded in Official Records Book 3463, Page 4177, all on the Public Records of Brevard County, Florida (collectively, the "Declaration").

**WITNESSETH:**

WHEREAS, the property encumbered by aforesaid Declaration is known as JAMES LANDING as per plat thereof recorded in Plat Book 35, Page 34-36, et seq., and JAMES LANDING P.U.D., TRACT B-2 as per plat thereof recorded in Plat Book 41, Pages 10, 11 and 12, all on the Public Records of Brevard County, Florida.

NOW, THEREFORE, in consideration of the premises, METRO does hereby amend the Declaration as follows:

1. The following paragraph shall be added to Article VII. Common Property:

The Homeowners Association shall restrict any and all improvements and structures of any kind and any above or below ground construction on all Tracts as shown on the final plat of James Landing, P.U.D., Tract B-2, as recorded in Plat Book 41, Pages 10, 11 and 12, in the Public Records of Brevard County, Florida. The Tracts are part of the open space requirements for the James Landing P.U.D. and shall always remain as open space. Prior to any landscaping activities taking place on any Tract, the Association shall be responsible to notify the City of Melbourne Utilities Department to locate any and all utilities located in any and all Tracts. Any City of Melbourne utility damaged during the installation, maintenance and/or removal of landscaping shall be the responsibility of the Association to repair (i.e. design and/or construction). The Association shall also be responsible for the cost of restoration of any landscaping located in any and all Tracts that are disturbed should a City of Melbourne utility need to be repaired.

787686

95 APR 27 AM 10:31



2. This Amendment shall in no way, except as specifically provided for herein, invalidate, change or in any way affect or alter the terms of the original Declaration which are hereby specifically reimposed.

IN WITNESS WHEREOF, METRO has caused these presents to be executed in its name by its duly authorized officer as of the 12<sup>th</sup> day of April, 1995.

DEVELOPER:  
METRO DEVELOPMENT COMPANY,  
a Florida corporation

BY: [Signature]  
ARTHUR F. EVANS, III,  
as its President



[Signature]  
WITNESS  
PATRICIA A. BENITEZ  
Printed Witness Name

[Signature]  
WITNESS  
DANIELLE TORIO MINIARD  
Printed Witness Name

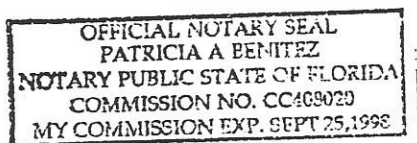
STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of April, 1995, by ARTHUR F. EVANS, III, as President of METRO DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

[Signature]  
Notary Public Signature

My commission expires: -

PATRICIA A. BENITEZ  
Print Notary Public Name







THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Arthur F. Evans, III  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

CFN 95915960 12-22-95 03:05 pm  
OR Book/Page: 3530 / 3854

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 3	
Trust: 2.00	Rec: 13.00	Serv 1.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

# **SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING**

THIS SIXTH Amendment dated as of the 18<sup>th</sup> day of December, 1995, by METRO DEVELOPMENT COMPANY, INC., a Florida corporation ("METRO"), as successor to NORTHFOX PROPERTIES, INC., a Massachusetts corporation ("NORTHFOX") to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, as amended by First Amendment dated February 28, 1989 and as recorded in Official Records Book 2995, Page 2426, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327, as amended by Second Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 2, 1992 and recorded in Official Records Book 3184, Page 0468, and as affected by Assignment of Developer's Rights to METRO dated September 12, 1994 and recorded September 13, 1994 in Official Records Book 3420, Page 3971, as amended by Third Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated October 24, 1994 and recorded in Official Records Book 3444, Page 1888, as amended by Fourth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 17, 1995 and recorded in Official Records Book 3463, Page 4177, as amended by Fifth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated April 12, 1995 and recorded in Official Records Book 3472, Page 1457, all on the Public Records of Brevard County, Florida (collectively, the "Declaration").

## WITNESSETH:

WHEREAS, the property encumbered by aforesaid Declaration is known as JAMES LANDING as per plat thereof recorded in Plat Book 35, Page 34-36, et seq., and JAMES LANDING P.U.D., TRACT B-2 as per plat thereof recorded in Plat Book 41, Pages 10, 11 and 12, all on the Public Records of Brevard County, Florida.

WHEREAS, METRO is desirous of amending the Declaration and to impose all of the terms and conditions of the Declaration upon all of the real property described in Exhibit "A" attached hereto and to that certain Plat recorded in Plat Book 42, Pages 7, of the Public Records of Brevard County, Florida (the "Additional Property").

NOW, THEREFORE, in consideration of the premises, METRO does hereby amend the Declaration as follows:

1. The property which is subject to the Declaration is hereby amended to include all of the Additional Property as set forth in the Plat of James Landing, P.U.D., Tract B-1, Plat Book 42, Pages 7, and all of said Additional Property shall be subject to all of the terms, provisions and conditions of the Declaration with like dignity to the real property upon which they were originally imposed as if and as though said Additional Property had been originally subject to the original Declaration.



2. This Amendment shall in no way, except as specifically provided for herein, invalidate, change or in any way affect or all of the terms of the original Declaration which are hereby specifically reimposed.

IN WITNESS WHEREOF, METRO has caused these presents to be executed in its name by its duly authorized officer as of the 18<sup>th</sup> day of DECEMBER, 1995.

DEVELOPER:  
METRO DEVELOPMENT COMPANY, INC.  
a Florida corporation

BY: [Signature]  
ARTHUR F. EVANS, III,  
as its President

[Signature]  
WITNESS

PATRICIA A. BENITEZ  
Printed Witness Name

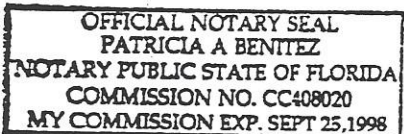
[Signature]  
WITNESS

KATHLEEN Y. HOWELL  
Printed Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 18<sup>th</sup> day of DECEMBER 1995, by ARTHUR F. EVANS, III, as President of METRO DEVELOPMENT COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

My commission expires:



[Signature]  
Notary Public Signature

PATRICIA A. BENITEZ  
Print Notary Public Name



**EXHIBIT "A"**

All of TRACT "B-1" JAMES LANDING, according to the plat thereof, as recorded in Plat Book 35, Pages 34 through 36, inclusive, of the Public Records of Brevard County, Florida.





FILED BY XEROX AND PREPARED BY  
AND RETURN TO:  
Arthur F. Evans, III  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901



CFN 97079855 05-12-97 11:51 am  
IN Book Page. 71 / 6433

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 4	#Names: 3	
Trust: 2.50	Rec: 17.00	Serv 0.00
Dead: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

**SEVENTH AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR  
JAMES LANDING**

THIS SIXTH Amendment dated as of the 30<sup>th</sup> day of April, 1997 by METRO DEVELOPMENT COMPANY, INC., a Florida corporation ("METRO"), as successor to NORTHFOX PROPERTIES, INC., a Massachusetts corporation ("NORTHFOX") to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated November 16, 1988 and recorded in Official Records Book 2965, Page 1361, as amended by First Amendment dated February 28, 1989 and as recorded in Official Records Book 2995, Page 2426, as affected by Assignment of Developer's Rights to Northfox dated May 22, 1991 and recorded in Official Records Book 3131, Page 327, as amended by Second Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 2, 1992 and recorded in Official Records Book 3184, Page 0468, and as affected by Assignment of Developer's Rights to METRO dated September 12, 1994 and recorded September 13 1994 in Official Records Book 3420, Page 3971, as amended by Third Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated October 24, 1994 and recorded in Official Records Book 3444, Page 1888, as amended by Fourth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated March 17, 1995 and recorded in Official Records Book 3463, Page 4177, as amended by Fifth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated April 12, 1995 and recorded in Official Records Book 3472, Page 1457, as amended by Sixth Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements for JAMES LANDING dated December 18, 1995 and recorded in Official Records Book 3530, Page 3854, all on the Public Records of Brevard County, Florida (collectively, the "Declaration").

**WITNESSETH:**

WHEREAS, the property encumbered by aforesaid Declaration is known as JAMES LANDING as per plat thereof recorded in Plat Book 35, Page 34-36, et seq., and JAMES LANDING P.U.D., TRACT B-2 as per plat thereof recorded in Plat Book 41, Page 10-12, et seq., and JAMES LANDING P.U.D., TRACT B-1 as per plat thereof recorded in Plat Book 42, Page(s) 7, of the Public Records of Brevard County, Florida.

NOW, THEREFORE, in consideration of the premises, METRO does hereby amend the Declaration as follows:

1. The Declaration is hereby amended by adding the following section after Section 1.27:

1.28 That portion of "Tract A-A" shown as Exhibit "A" to this Amendment shall mean and be classified as a conservation area, which is further described in Section 6.11 of this Declaration.

2. The Declaration is hereby amended by adding the following section after Section 6.10:

6.11 Conservation Area. The Conservation Area shall and are hereby declared to be subject to the following restrictions:

- (a) The construction, installation, or placement of signs, buildings, fences, walls, roads, or any other structures and improvements on or above the ground of the Conservation Area; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs, or other vegetation from the Conservation Area; and
- (d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Area; and
- (e) No surface use, except for purposes of open green space consisting of sod, trees, bushes or similar plantings; and
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- (g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Area hereby created and declared shall be perpetual.

The Developer, and their successors and assigns, shall have the right to enter upon the Conservation Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, the Association, and all subsequent owners of the Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Area.

The prohibitions and restrictions upon the Conservation Area as set forth in this Section may be enforced by the Association, its successors and assigns by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Area restriction may not be amended.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Area, and shall be binding upon, and shall inure to the benefit of the Developer, the Association, and to their successors and assigns. Upon conveyance by the Developer to third parties (including the Association) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Area is properly recorded.

3. This Amendment shall in no way, except as specifically provided for herein, invalidate, change or in any way affect or all of the terms of the original Declaration which are hereby specifically reimposed.





IN WITNESS WHEREOF, METRO has caused these presents to be executed in its name by its duly authorized officer as of the 30<sup>th</sup> day of April, 1997.

DEVELOPER:  
METRO DEVELOPMENT COMPANY, INC.  
a Florida corporation

BY: [Signature]  
ARTHUR F. EVANS, III,  
as its President

[Signature]  
WITNESS

PATRICIA A. BENITEZ  
Printed Witness Name

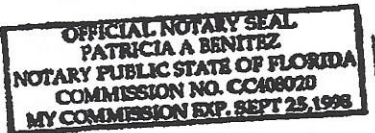
[Signature]  
WITNESS

KATHLEEN Y. HOWELL  
Printed Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 30<sup>th</sup> day of April, 1997, by ARTHUR F. EVANS, III, as President of METRO DEVELOPMENT COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

My commission expires:



[Signature]  
Notary Public Signature

PATRICIA A. BENITEZ  
Print Notary Public Name



CFN 97079855

OR Book/Page: 3671 / 0488

EXHIBIT "A"



CFN 97079855

OR Book/Page: 3671 / 0489

# SKETCH OF LEGAL DESCRIPT

## NOT A SURVEY

P.O.C.  
N.W. CORNER  
OF LOT 34



LOT 47

LOT 35

PUBLIC UTILITY EASEMENT  
S 88°11'31"E 213.71'

LOT 48

N 01°48'30"E  
96.18'

P.O.B.

PART OF TRACT AA  
JAMES LANDING TRACT B-2  
20555 SF  
0.472 Ac

96.18'  
S 01°48'29"W

LOT 34

UNSUITABLE  
FOR  
MICROFILM

TRACT AA

TRACT AA

N 88°11'31"W 213.71'

DESCRIPTION: (BY SURVEYOR)

SOUTH LINE OF JAMES LANDING P.U.D.  
TRACT B-2 (P.B. 41, PAGE 10-12)

PART OF TRACT AA, JAMES LANDING P.U.D. TRACT B-2, AS RECORDED IN PLAT BOOK 41, PAGES 10 THRU 12, OF THE PUBLIC RECORDS OF SREYARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWEST CORNER OF LOT 34 SAID JAMES LANDING P.U.D. TRACT B-2 AND RUN S 34°37'48" W ALONG THE WEST LINE OF SAID LOT 34 A DISTANCE OF 22.20 FEET; THENCE S 01°48'29" W ALONG SAID WEST LINE A DISTANCE OF 22.89 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S 01°48'29" W ALONG SAID WEST LINE AND SOUTHERLY EXTENSION THEREOF A DISTANCE OF 96.18 FEET TO THE SOUTH BOUNDARY OF SAID JAMES LANDING; THENCE N 88°11'31" W ALONG SAID SOUTH LINE A DISTANCE OF 213.71 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 48, SAID JAMES LANDING P.U.D. TRACT B-2; THENCE N 01°48'30" E ALONG THE EAST LINE OF SAID LOT 48 AND SAID SOUTHERLY EXTENSION A DISTANCE OF 96.18 FEET TO THE SOUTH LINE OF A PUBLIC UTILITY EASEMENT; THENCE S 88°11'31" E 213.71 FEET TO THE POINT-OF-BEGINNING. CONTAINING 0.472 ACRES OF LAND MORE OR LESS

LINE	BEARING	DISTANCE
1	S 34°37'48"W	22.20'
2	S 01°48'29"W	22.89'

SCALE: 1"=40' DWN.BY: J.M.M. CHD.BY: C.S.B. PROJECT NO. 970153

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMPLOYED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CERTIFIED TO:

FORTE MACAULEY DEVELOPMENT CO., INC.

WILLIAM MOTT LAND SURVEYING INC.

SATELLITE BEACH PROFESSIONAL CENTER  
1275 SOUTH PATRICK BLVD., SUITE 11  
SATELLITE BEACH, FLORIDA 32957-3400  
PHONE (407) 773-4323

### CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.030 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT P.L.S.  
FLA. CERT. NO. 5500

DRAWING DATE: 12-29-97



THIS DOCUMENT PREPARED BY:  
James Landing Property Owners Association, Inc.  
P.O. Box 410504  
Melbourne, FL 32941

RETURN TO:  
Brian S. Hess, Esq.  
Clayton & McCulloh  
1065 Maitland Center Commons Blvd.  
Maitland, Florida 32751

CFN 2012257388, OR BK 6763 PAGE 1752,  
Recorded 12/21/2012 at 12:34 PM, Mitch Needelman, Clerk  
of Courts, Brevard County  
# Pgs:3

Amendment  
#8

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR JAMES LANDING**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of JAMES LANDING PROPERTY OWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING, recorded in Official Record Book 2965, Page 1361, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted on the 3<sup>rd</sup> day of December, 2012.

Said Amendment was approved in accordance with the requirements of Article XIII, Section 13.2 of the Declaration, as said provision existed prior to this Amendment.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 18<sup>th</sup> day of December, 2012.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING**

The following amendment is made to Article XIII, Section 13.2, of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING, recorded in Official Records Book 2965, Page 1361, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

**ARTICLE XIII**  
**AMENDMENT**

...

13.2 Amendment by Association. Subject to the provisions of Section 13.5 below, the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than ~~seventy-five percent (75%)~~ fifty-one percent (51%) of the total voting power of the members of the Association.

...



Signed, sealed and delivered  
in the presence of:

JAMES LANDING PROPERTY OWNERS  
ASSOCIATION, INC.

[Signature]  
(Sign - Witness 1)

By: Robert LaRocca  
(Sign)

Ivy Powell  
(Print - Witness 1)

Robert LaRocca  
(Print)

Alicia Byrd  
(Sign - Witness 2)

President, James Landing Property Owners  
Association, Inc.

Alicia Byrd  
(Print - Witness 2)

[Signature]  
(Sign - Witness 1)

Attest: Sharon Glisson  
(Sign)

Ivy Powell  
(Print - Witness 1)

Sharon Glisson  
(Print)

Alicia Byrd  
(Sign - Witness 2)

Secretary, James Landing Property Owners  
Association, Inc.

Alicia Byrd  
(Print - Witness 2)

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing was acknowledged before me this 18<sup>th</sup> day of December,  
2012, by Robert LaRocca, as President, and  
Sharon Glisson, as Secretary, of JAMES LANDING PROPERTY OWNERS  
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally  
known to me or who have produced personally known as identification.

NOTARY PUBLIC

**MICHAEL ELIS**  
Notary Public, State of Florida  
My Comm. Expires Nov. 25, 2016  
No. EE 130937

[Signature]  
(Sign)

Michael Elis  
(Print)

State of Florida, At Large  
My Commission Expires: