

Cambridge Park Governing Documents

Consolidated

18 October 2015

Dedication and Declaration of Restrictions and Protective Covenants

a.k.a. DDRPC

a.k.a. D&D of R&PC

a.k.a. Covenants

a.k.a. Deed Restrictions

a.k.a. CCRs

This is a “consolidated” document. This means that I started with the original document and made all the changes that were specified in subsequent amendments that were passed over the years and filed with the State of Florida and/or Indian River County.

***DO NOT REFER TO THIS DOCUMENT FOR LEGAL
ADVICE! ALWAYS REFER TO THE ORIGINAL
DOCUMENT AND AMENDMENTS TO BE SURE OF
WHAT THEY SAY!***

DEDICATION AND DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
(CONSOLIDATED 20 JULY 2015)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RALMAR ASSOCIATES, INC., its successors or assigns, (hereinafter referred to as "Ralmar"), an Iowa Corporation authorized to transact business in the State of Florida, is the owner of the property hereinafter described; and

WHEREAS, Ralmar intends to develop the property described herein by constructing thereon common areas (hereinafter also called commonly owned property) and single family unattached and attached residences (hereinafter sometimes collectively referred to as "lot", "residence" or "lots", all words having the same meaning and being used interchangeably within this document) all capable of separate ownership, both said common areas and residences being shown on the plat of Cambridge Park which is attached hereto and by this reference made a part hereof; and

WHEREAS, it is now desired by Ralmar to place further restrictions and limitations of record as to the property hereinafter described; and

WHEREAS, Ralmar intends that this declaration create a covenant running with the lands hereinafter described; and

NOW, THEREFORE, Ralmar does hereby declare that all residences situated on and located in the real property of Ralmar (hereinafter referred to as "Cambridge Park" or "Subdivision") more particularly described as follows:

The West 10 acres of Tract 11; and the West 5 acres of the East 10 acres of the West 20 acres of Tract 11; and also, the East 10 acres of Tract 12, Section 1, Township 33 South, Range 38 East, according to the last general plat of lands of the Indian River Farms Company Subdivision filed in Plat Book 2, page 25, Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida.

are hereby restricted as follows, all of which restrictions and limitations are intended to be and shall be taken as

consideration for any agreement for deed or any deed of conveyance hereinafter made and one of the express conditions thereof, and that said restrictions and limitations are intended to be and are taken as covenants to run with the land, and shall be as follows, to-wit:

1. LAND USE AND BUILDING TYPE. Each residence shall be used for residential purposes only for occupancy by a single family which would include immediate members of the family.

2. BUILDING LOCATIONS. No residence shall be located on any lot nearer to the front, side or back lot lines than permitted by the County of Indian River zoning restrictions as of the date that this document was recorded.

3. ARCHITECTURAL CONTROL. Even though the residences are individually owned and interior maintenance thereof, including courtyard, is the responsibility of the owner, the Association shall be responsible for the architectural control of the maintenance of all exteriors of residences, buildings and other improvements, including driveways and landscaping in common areas and additions, alterations or changes to said residences and landscaping. In exercising its authority of control, the Board of Directors of the Association shall have the right to take into consideration the following factors: (this list is only representative and not all inclusive) suitability, aesthetics, harmony and common character of neighborhood and subdivision, and original plan of the Association. In implementing said architectural control, the Association's Board of Directors may delegate this responsibility to a committee; however, the final authority for control rests with the Board of Directors of the Association.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Cambridge Park.

5. NUISANCES. No animal, fowl or livestock of any kind shall be kept or harbored in any residence or on any lot. The keeping within the residence of domestic dogs or cats is hereby

permitted, subject to rules and restrictions promulgated by the Board of Directors of the Association, and, so long as such dogs and cats do not become a nuisance to the owners or occupants of other residences. In no instance shall any domestic pet be permitted to roam untethered, which provisions include animals owned by parties who are not residents of this Subdivision. The owner of any domestic animal shall be responsible for the cleaning up and removal of the animal waste of that domestic dog or cat. The Board of Directors of the Association may promulgate such rules and regulations and may enforce the same to prevent any and all nuisances caused by any domestic animal.

Loud and noisy parties or other disturbances that may prevent the residence owners from the quiet enjoyment of Cambridge Park are specifically prohibited.

6. MISCELLANEOUS RESTRICTIONS:

A. Any residence owner shall have the unrestricted right to lease their residence; provided, however, that the minimal lease period shall not be less than one (1) year of consecutive days. All leases shall be in writing and contain an acknowledgement by lessee to abide by the rules and regulations of the Association.

B. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used or stored on any lot as a residence or in the common area of Cambridge Park, except for structures constructed by Ralmar on common areas. Temporary construction shacks or trailers which may remain only during the construction of a residence or of other improvements by Ralmar Associates, Inc. are permitted. Furthermore, during the development and sale of the residences by Ralmar, storage garages, millwork shops, construction offices and sales model, may remain on the property until construction and sales are completed on all residences, and common areas.

C. Home occupational businesses shall not be conducted within Cambridge Park or the residences situated therein. No office, commercial or professional, shall be installed,

maintained or operated in any residence or in the common areas, with the exception that Ralmar or its designated sales agents may operate sales offices within Cambridge Park so long as there remain residences to be originally sold in Cambridge Park.

D. No boats, junk cars, recreation vehicles, large trucks or trailers shall be stored or parked in the yards or driveways, of the residences or in, about or on the common areas or in view of the public. All panel trucks, pick-up trucks, dune buggies, and motorcycles will be restricted from entering the Subdivision as determined by the Board of Directors through rules and regulations promulgated by the Board, excepting local, state or federal emergency vehicles deemed necessary to protect the health, welfare and quiet enjoyment of the residences at Cambridge Park, and vehicles of vendors with deliveries for residents, vehicles of individuals who provide a service or repair to the residents, and contractors, subcontractors, workmen involved in the construction of the residences, improvements and other structures being provided by Ralmar. The repair of boats, cars or other motorized vehicles is strictly prohibited within the residents' driveways, designated guest parking or common areas within Cambridge Park.

E. No debris, garbage or rubbish shall be permitted on or about any residence or in the common areas, except as may be stored in an approved container made for that purpose and to be placed in a decorative enclosure. After notice of removal by the Board of Directors, any unnecessary debris left on or about any residence may be removed by the Board of Directors of the Association, and the owner of such residence shall be liable to the Board of Directors for cost of such removal. All garbage and trash containers placed at a curb adjacent to a residence for pick-up shall be placed and removed within twenty-four (24) hours of recognized pick-up date.

F. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of the residences or common area of Cambridge Park.

G. No sign of any kind or nature shall be erected, posted or displayed upon or about any residence or in the common areas without the written permission of the Board of Directors of the Association.

H. To insure the aesthetic value and common character and harmony of the neighborhood, no owner shall have the right to change the color of the exterior of any residence or exterior of other improvements appurtenant to their residence. All decisions concerning the change of color of exterior residences shall be made by the Board of Directors of the Association.

I. The Board of Directors of the Association is hereby granted the right, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the residence upon or as to which such violation or breach exists, and abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by said Board of Directors, and said Board of Directors shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of said Board of Directors to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof, or acquiescence in, or consent to any continuing further or succeeding breach or violation thereof, and the Board of Directors shall, at any and all times, have the right to enforce these restrictions by injunction and/or damages against the party or parties violating these restrictions and shall be allowed to recover attorney's fees and costs from the person or persons in violation of these restrictions. Such aforesaid reservations and rights of said Board of Directors to perfect inconsistencies in violation of this section shall be invoked by said Board of Directors with due-notice prescription to the offending party or parties by certified mail or hand

delivered written complaint. Said due-notice provisions shall be enforceable subsequent to fifteen (15) days of mailing or delivery of same by hand, if upon an Association finding of noncompliance, the offending residence owner shall be held at fault, in which case said Board of Directors will have the right to exercise all of the reservations and rights as hereintofore granted.

J. The Association shall have a right of ingress and egress over all areas within Cambridge Park in order to maintain, alter and repair the said areas which are owned by the Association or which are the responsibility of the Association.

K. Prior to Ralmar's original sale of all lots in Cambridge Park, no signs advertising the sale or listing of any residence for sale shall be allowed to be erected anywhere in the Cambridge Park Subdivision, excepting for homeowners real estate agents who wish to engage in an open house for sale of a particular residence. Those realtors wishing to erect an open house sign in conjunction with the scheduled open house for the public or other realtors may be permitted to do so, providing permission is granted from the Association as to the time of the open house and the size of the sign to be erected. However, Ralmar, prior to the original sale of all lots in the Cambridge Park Subdivision shall not be subject to this provision, nor shall any of its assigns, agents or successors.

L. Only hard surface driveways shall be installed as an appurtenance to each residence. Maintenance of said driveways serving as an entrance to each residence shall be the responsibility of Association; provided, however, any damage caused by owner's negligence shall be borne by owner.

M. In order to insure the character, harmony and aesthetic value of the neighborhood as originally planned, landscaping shall be maintained in an attractive manner by the Association so as not to detract from the surrounding area; however, landscaping located in a courtyard of residence shall be the responsibility of owner. Any cost to repair or replace any

damaged landscaping caused by owner's negligence shall be borne by owner. All changes in landscaping shall be determined and implemented by the Board of Directors of the Association.

N. Vehicles owned by residents cannot be parked on road rights of way for more than a continual twenty-four (24) hour period. No more than two (2) vehicles shall be permitted overnight in the driveway of any residence in Cambridge Park.

O. There shall not be allowed the installation of any television antennas or dishes of any kind or nature on the lots.

P. If a residence owner causes a change or variance in the actual construction and location of any improvements, including landscaping, then any such variance shall be deemed a violation of these restrictions, and such variance shall be required to be corrected or reverted to the original plan or removed at owner's expense in the discretion of the Association.

Q. Any lakes located within Cambridge Park shall not be used for recreational purposes. No boats, of any type either motorized or otherwise, shall be allowed on the lake. No swimming or fishing shall be allowed in the lakes located within Cambridge Park. Maintenance and control of all such lakes shall be the responsibility of the Association in such a manner to protect the fish and fowl habitat created by Ralmar, along with the littoral zone and fountains; provided, however, no accessible ingress and egress shall be provided to or allowed for any owner.

R. The Board of Directors of the Association is hereby granted the right to establish a yearly maintenance program of caulking all wood trim, especially horizontal joints, on all residences and other buildings located in Cambridge Park. Said maintenance program shall be under the supervision of the Board of Directors of the Association which will establish the procedure for the maintenance program.

S. No underground tanks of any kind are permitted in Cambridge Park.

T. All window treatments must be approved by the Board of Directors of the Association prior to installation.

U. The maintenance, repair or replacement of any improvement located in the courtyard of a residence, including landscaping, irrigation and painting the inside of a wall, shall be the responsibility of the owner of the residence. Additionally, all structural changes and other major modifications shall be approved by the Board of Directors of the Association.

7. PROPERTY OWNERS' ASSOCIATION:

A. All residences shall be subject to the provisions of the Articles of Incorporation of the Association and the By-Laws thereof, and any amendments thereto and the terms thereof are expressly incorporated herein.

B. This Declaration may be amended by the affirmative vote of a majority of the Board of Directors of the Association and the affirmative vote of the majority of Members who are voting in person or by proxy at a meeting of the Members at which a quorum has been attained (e.g., once a quorum of those Members attending in person or by proxy has been obtained at a regular/annual or special meeting of the Members of the Association, a majority of those Members attending the meeting in person or by proxy may amend this Declaration). Alternatively, this Declaration may be amended by an instrument signed by not less than a majority (i.e., 50% plus one) of the Members provided, however, that no amendment or change in these restrictions shall affect the ownership of residences or the rights of owners to parking areas, driveway and ingress and egress. In accordance with Article 8, Section B of this Declaration, as amended, certain provisions of this Declaration may be amended by a majority vote of the Board of Directors.

8. INSURANCE.

All casualty, property, and liability insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all residence owners, and their mortgagees as their interests may appear and shall provide that all proceeds

covering such casualty or property losses shall be paid to the Association.

A. LIABILITY INSURANCE.

ASSOCIATION'S RESPONSIBILITY: The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the commonly-owned property of the subdivision. Additionally, the Association, through its Board of Directors, shall obtain liability insurance as the Board determines to be necessary or desirable, and in such amounts and coverages as the Board of Directors may determine from time to time, for the purpose of providing liability insurance coverage for the exterior of all residences of the subdivision. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each residence owner as an assessment in accordance with the percentages set forth in the Articles of Incorporation and the By-Laws of the Association. The liability of a residence owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Articles of Incorporation and the By-Laws.

RESIDENCE OWNER'S RESPONSIBILITY: Each residence owner shall be responsible for the purchasing of liability insurance for accidents occurring within his own residence. Notwithstanding anything herein to the contrary, the Association shall not be required to procure liability insurance for any of the items specifically listed in this paragraph.

B. PROVISIONS FOR CASUALTY AND PROPERTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION.

The intent of the following section is for the Association to purchase casualty and property insurance in compliance with Florida Statute 718.111(11), as it is amended from time to time. Nevertheless, as the Association is not considered a condominium or a condominium association under the Condominium Act, the Association, apart from certain provisions

within this Declaration, as amended, is not required to comply with any portion of Florida Statute §718.111(11). However, should the Association desire to further amend this section regarding the Association's responsibility to insure, the residence owner's responsibility to insure, or both, so as to comply with and/or reflect Florida Statute §718.111(11) as it may be amended from time to time, or should such insurance become unavailable to the Association or to residence owners, as determined by the Board of Directors, the Association may adopt any such amendment(s) upon fourteen (14) days prior written notice to the Members and the affirmative vote of a majority of the Board of Directors of the Association. Any such amendment shall be recorded in the Public Records of Indian River County, Florida.

ASSOCIATION'S RESPONSIBILITY: The Board of Directors of the Association shall keep the commonly-owned property, which includes commonly-owned buildings, and individual residences that are not commonly-owned property (hereinafter jointly referred to as "Buildings"), covered with casualty and property insurance. Such insurance shall include primary coverage for all portions of the residence buildings as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and all alterations or additions made to the residence buildings or association property. This encompasses fixtures, installations or additions comprising a part of the residence building as originally installed, or its replacement of like kind and quality (e.g., this includes items such as drywall, sheetrock, unfinished walls, unfinished floors, interior doors, interior non-load bearing walls, closet doors, closet rods, bath tubs, sinks, and toilets, as long as items such as these were initially installed by the builder or are replacements of like kind and quality), but shall exclude all personal property within the residence building and floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes,

blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the residence building and serve only such residence, and air conditioning compressors that serve only one residence no matter where located. Such property and any insurance thereupon is the responsibility of the residence owner. Additionally, the Association shall procure full casualty and property insurance coverage, including primary coverage, for all portions of commonly-owned buildings, and all commonly-owned personal property. Coverage shall be in conformity with the provisions of Florida law applicable to residential condominiums, and the provisions of this document shall be interpreted to provide such conformity for insurance purposes only. As of the date of recording of this Amendment such provisions are generally found in Florida Statute §718.111(11). The insurance shall insure the interest of the Association and all residence owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Association property, in an amount which shall be equal to the maximum insurable replacement value as determined not less than every thirty-six (36) months by a qualified appraiser. Because of the location of the property, the Association is authorized to obtain and accept a policy with a deductible clause, if the Association cannot reasonably obtain coverage without such a clause. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The board shall establish the amount of deductibles based upon the level of available funds and predetermined

assessment authority at a meeting of the board. The Directors shall have no liability to the Association if authorized to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder, if in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

The Board of Directors shall collect and pay the premiums for casualty and property insurance as a part of the common expenses for which assessments are levied. Each residence owner shall pay and be responsible for casualty and property insurance premiums in the same manner as all other assessments and the portion of premium for individual residences shall be based on each residence's square footage relative to the square footage of the other residences situated in the subdivision. In addition, the owner of each residence shall have the responsibility, at the owner's expense, to possess and maintain within said owner's residence, a fully charged fire extinguisher.

When there occurs damage or destruction to all or a part of the commonly-owned property, or to that portion of the residence(s) or Buildings insured by the Association, the Association shall repair, replace and rebuild the damage caused by casualty loss, the cost of which shall be borne by the residence owners in proportion to the shares of the common expenses as set forth in the Articles of Incorporation and the By-laws with the proceeds of insurance applying to said cost.

Immediately after a casualty damage to any part of the commonly owned property, and/or that portion of the Buildings or residences, as insured by the Association, the Association's Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss. All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized in this section. A residence owner must and shall obtain all

required governmental permits and approvals, and permit access to all contractors and workmen necessary to accomplish the reconstruction. A residence owner may undertake reconstruction work on portions of the residence with the prior written consent of the Board of Directors. However, consent to such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose, or any other condition as deemed necessary or desirable by the Board of Directors. If such consent has been given by the Board of Directors, a residence owner must obtain all required governmental permits and approvals before commencing reconstruction. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair to commonly owned property and/or that portion of the residences and/or Buildings, as insured by the Association, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all residence owners for that portion of the deficiency, chargeable to the residence owners and enforceable as an assessment in the same manner as any other assessments, and the portion assessed to individual residences shall be based on each residence's square footage relative to the square footage of the other residences situated in the subdivision.

Notwithstanding anything to the contrary herein, in the event that any casualty damages to the commonly owned property and/or that portion of the residences and Buildings insured by the Association constitute a substantial loss as determined and certified in writing by the Association's Board of Directors, then a vote of the residence owners shall be required in order to determine not to rebuild, restore, and/or repair. A vote of ninety percent (90%) of all residence owners in favor of not rebuilding, restoring, and/or repairing damages shall be required for a determination not to rebuild, restore, and/or repair. Should the Association fail to receive the vote of ninety percent (90%) of all residence owners not to rebuild, restore,

and/or repair damages from a substantial loss, as described above, the Association shall rebuild, restore, and/or repair said damages, and/or otherwise cause such damaged properties to be rebuilt, restored, and/or repaired.

The Association is hereby irrevocably appointed agent for each residence owner to adjust and/or settle all claims arising under insurance policies purchased by the Association, and to execute releases as an agent of the owner therefor.

RESIDENCE OWNER'S RESPONSIBILITY: Should any residence owner choose to procure casualty and property insurance on a residence, such residence owner's casualty and property insurance should include all personal property within the residence and floor, wall, and ceiling coverings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the residence building and serve only such residence, and air conditioning compressors that serve only one residence no matter where located. Such property and any insurance thereupon is the responsibility of the residence owner. Notwithstanding anything herein to the contrary, the Association shall not be required to procure casualty and property insurance on any of the items specifically listed in this paragraph.

9. DURATION AND RENEWAL. All of the covenants, agreements, easements, reservations, and restrictions contained herein shall be in force until January 1, 2014, except as otherwise provided in Provisions 7B and 8B above. After January 1, 2014, said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of ten (10) years, unless terminated, by the then owners of ninety percent (90%) of the residences in the Cambridge Park Subdivision. Said termination of these restrictions must be recorded prior to the automatic extension date to be effective.

IN WITNESS WHEREOF, the said RALMAR ASSOCIATES, INC. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 28th day of February, 1989.

RALMAR ASSOCIATES, INC., an Iowa Corporation authorized to transact business in the state of Florida

By: (sig Domico)

Attest:
(sig Block)

(RALMAR seal)