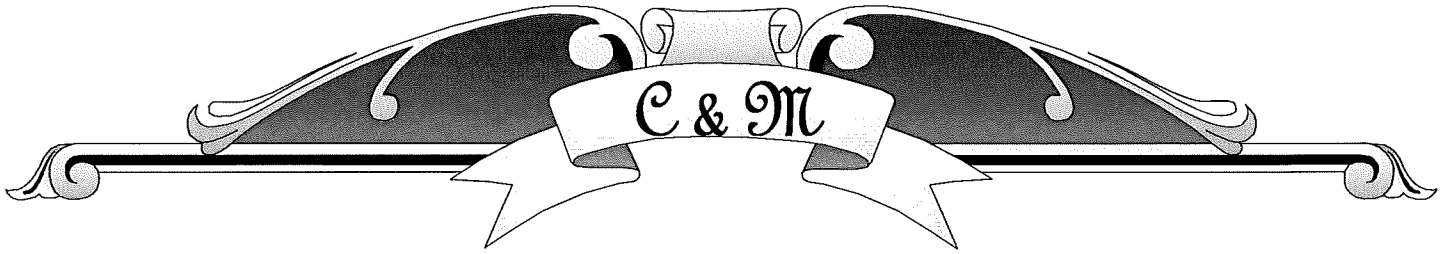


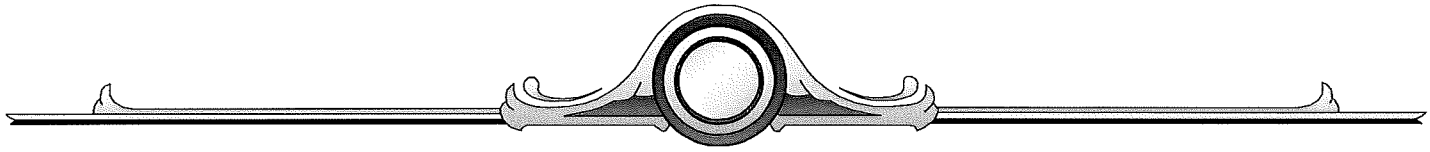
PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC.

[Note: As of 06/06/13, a Title Search *has* been done to verify the Documents]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(O.R. Book 3137, Page 4612, Brevard County, Florida, recorded on07/17/91)

		Page
Article I.	**Definitions**	**1**
Section 1.	"Association"	1
Section 2.	"Owner"	1
Section 3.	"Properties"	1
Section 4.	"Common Areas"	1
Section 5.	"Lot"	1
Section 6.	"Declarant"	1
Section 7.	"Surface Water or Stormwater Management System"	1
Article II.	**Property Rights**	**2**
Section 1.	Owner's Easement of Enjoyment	2
Section 2.	Delegation of Use	2
Section 3.	Use of Property - Surface Water or Stormwater Management	2
Article III.	**Membership and Voting Rights**	**2**
Section 1.	(Membership)	2
Section 2.	(Voting Rights)	2



Article IV. **Covenant for Maintenance Assessments** **3**

Section 1. Creation of Lien and Personal Obligation of Assessments 3
Section 2. Purpose of Assessments 3
Section 3. Maximum Annual Assessment 3
Section 4. Special Assessments for Capital Improvements 3
Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 3
Section 6. Uniform Rate of Assessment 4
Section 7. Date of Commencement of Annual Assessments; Due Date 4
Section 8. Effect of Nonpayment of Assessments; Remedies of the Association 4
Section 9. Subordination of the Lien to Mortgages 4

Article V. **Architectural Control** **4**

Article VI. **Conservation Areas/Easements** **5**

Section 1. "Conversation Area" or "Conservation Areas" 5

Article VII. **General Provisions** **6**

Section 1. Enforcement 6
Section 2. Severability 6
Section 3. Amendment 6
Section 4. Annexation 6
Section 5. FHA/VA Approval 6

ARTICLES OF INCORPORATION OF PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC.

(Filed with Secretary of State on 06/13/91)

Page

Article I. **(Name)** **1**

Article II. **(Principal Office)** **1**

Article III. **(Registered Agent)** **1**

Article IV. **Purpose and Powers of the Association** **1**

Article V. **Membership** **2**

Article VI. **Voting Rights** 2

Article VII. **Board of Directors** 2

Article VIII. **Dissolution** 3

Article IX. **Duration** 3

Article X. **Amendments** 3

Article XI. **FHA/VA Approval** 3

BY-LAWS OF PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC.

(O.R. Book 3137, Page 4618, Brevard County, Florida, recorded on07/17/91)

Page

Article II. **Name and Location** 1

Article II. **Definitions** 1

Section 1. "Association" 1
Section 2. "Properties" 1
Section 3. "Common Area" 1
Section 4. "Lot" 1
Section 5. "Owner" 1
Section 6. "Declarant" 1
Section 7. "Declaration" 1
section 8. "Member" 1

Article III. **Meeting of Members** 1

Section 1. Annual Meetings 1
Section 2. Special Meetings 1
Section 3. Notice of Meetings 1
Section 4. Quorum 2
Section 5. Proxies 2

Article IV. **Board of Directors: Selection: Term of Office** 2

Section 1. Number 2
Section 2. Term of Office 2

Section 3. Removal 2
Section 4. Compensation 2
Section 5. Action Taken Without a Meeting 2

Article V. Nomination and Election of Directors 2

Section 1. Nomination 2
Section 2. Election 3

Article VI. Meetings of Directors 3

Section 1. Regular Meetings 3
Section 2. Special Meetings 3
Section 3. Quorum 3

Article VII. Powers and Duties of the Board of Directors 3

Section 1. Powers 3
Section 2. Duties 3

Article VIII. Officers and Their Duties 4

Section 1. Enumeration of Office 4
Section 2. Election of Officers 4
Section 3. Term 4
Section 4. Special Appointments 4
Section 5. Resignation and Removal 4
Section 6. Vacancies 5
Section 7. Multiple Offices 5
Section 8. Duties 5

Article IX. Committees 5

Article X. Books and Records 5

Article XI. Assessments 5

Article XII. Corporate Seal 6

Article XIII. Amendments 6

Article XIV. Miscellaneous 6

ARTICLES OF AMENDMENT TO BY-LAWS
PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

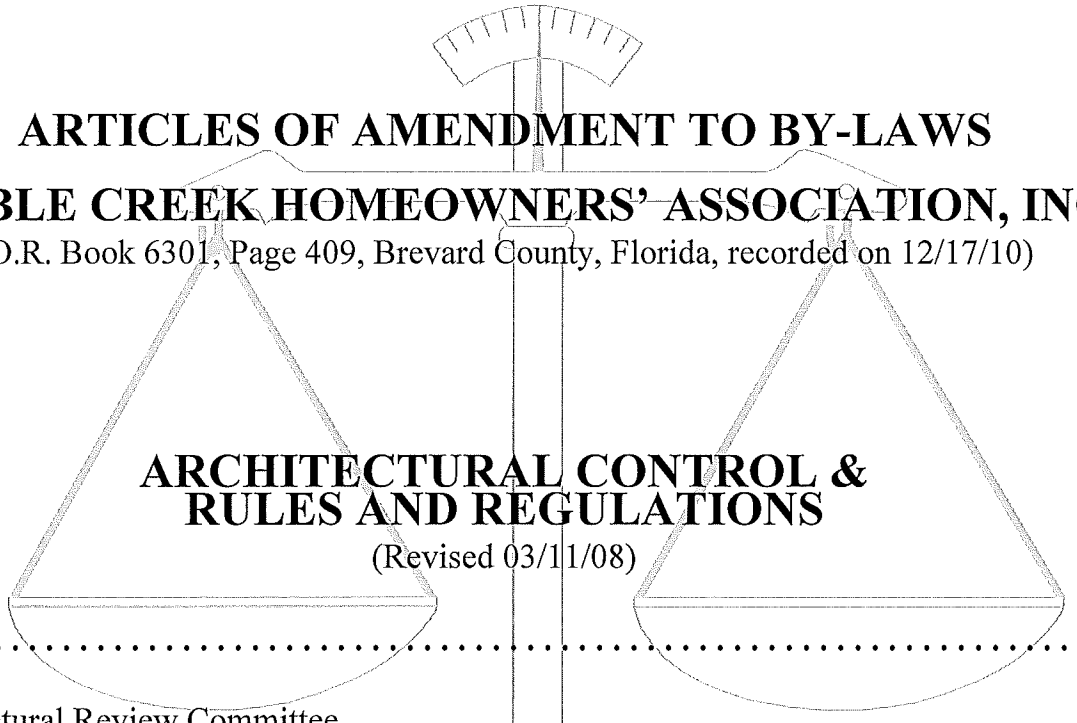
(O.R. Book 5823, Page 5788, Brevard County, Florida, recorded on 11/06/07)

ARTICLES OF AMENDMENT TO BY-LAWS
PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

(O.R. Book 5823, Page 5789, Brevard County, Florida, recorded on 11/06/07)

ARTICLES OF AMENDMENT TO BY-LAWS
PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

(O.R. Book 6301, Page 409, Brevard County, Florida, recorded on 12/17/10)



ARCHITECTURAL CONTROL & RULES AND REGULATIONS

(Revised 03/11/08)

Introduction **3**

Architectural Review Committee 3

Committee Structure *3*
Responsibilities *3*
Meeting and Approval Schedules *4*
Review Decisions *4*

Architectural Control Criteria **5**

Applicant's Responsibilities 5

General *5*
ARC Scope *5*
Request for Variances *6*
Design Review Process *6*
Written Approvals *6*

Approval Expiration 6
Construction Changes 6
Completion Date 7
Professional Services 7

Guidelines for Additions and Modifications **7**

Exterior Design 7
Exterior Material 7
Exterior Colors or Trim 8
Fencing 8
Landscaping 9
Lighting 9
Pools and Spas 9
Roofing 9

Maintenance **10**

Guideline for Maintenance **10**

Building Exterior 10
House Numbers 10
Fencing 10
Roofs 10
Sidewalks and Driveways 11
Landscaping 11
Antennas 11
Auxiliary Air Conditioners 11
Attached and Unattached Structures 11
Basketball Installations 11
Christmas Decorations 12
Clothes Lines 12
Flags 12
Garage Doors 12
Mail Boxes 13
Outdoor Containers and Equipment 13
Playground Equipment 13
Lawn Furniture 13
Storm Shutters 13
Screens 14
Windows and Door Coverings 14
Signs 14
Solar Panels 15

Rules and Regulations **15**

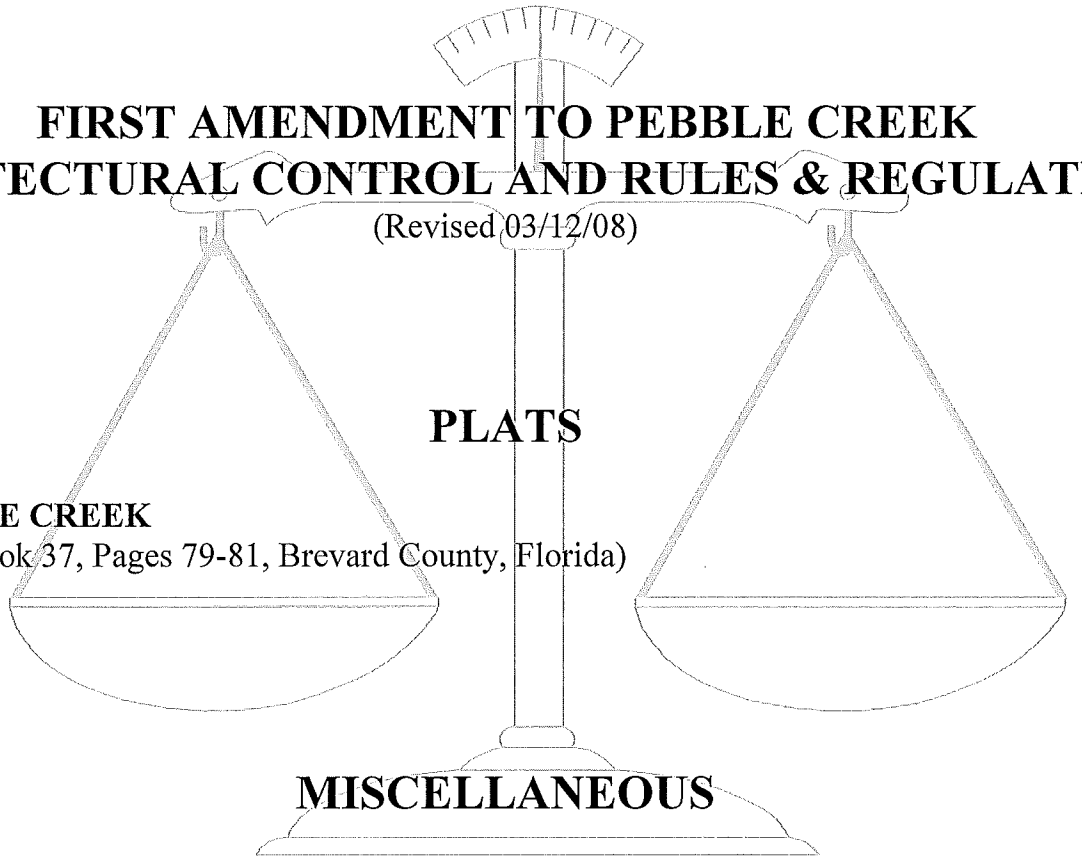
Parking and Storage of Vehicles and Equipment *15*
Animal Control *16*
Residential Renting or Leasing Rules *16*
Lake Usage *16*
Bulletin Boards *17*

Penalties **17**

Penalties Outside of ARC **17**

FIRST AMENDMENT TO PEBBLE CREEK ARCHITECTURAL CONTROL AND RULES & REGULATIONS

(Revised 03/12/08)



PLATS

PEBBLE CREEK
(Plat Book 37, Pages 79-81, Brevard County, Florida)

MISCELLANEOUS

1. **STORMWATER MAINTENANCE AGREEMENT FOR PEBBLE CREEK**
   (O.R. Book 3137, Page 4596, Brevard County, Florida, recorded on 07/17/91)

2. **ORDINANCE NO. 92-15**
   (O.R. Book 3198, Page 2013, Brevard County, Florida, recorded on 05/01/92)

THIS INSTRUMENT PREPARED BY AND
RETURN TO:
CENTEX REAL ESTATE CORPORATION
1005 KNOX HOUSE DRIVE
TITUSVILLE, FL 32780

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

91 JUL 17 AM 10:52
CLERK CIRCUIT COURT

RECORDED & VERIFIED
030605

6 PGS. 2 NAMES
TRUST FUND $ 1.50
REC FEE 25.00
DOC ST
INT TAX "C"
EXCISE TAX
SURCHRG
REFUND
BREVARD CO., FL
CLERK CIRCUIT CT.

THIS DECLARATION, made on the date hereinafter set forth by Centex Real Estate Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in CITY OF MELBOURNE County of BREVARD, State of Florida, which is more particularly described as:

PEBBLE CREEK, According to the Plat thereof as recorded in ~~Map~~ Book 37, Page 79 Public Records of BREVARD County, Florida

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACT "B" of PEBBLE CREEK subdivision Plat as recorded in Public Records of Brevard County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Centex Real Estate Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store; absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

Section 3. Use of Property - Surface Water or Stormwater Management. The Association shall be responsible for the maintenance; operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on February 1, 2000.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and to maintain and repair the stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be ~~SIX~~ THIRTY dollars ($ 36.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting

called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear an interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more

representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

CONSERVATION AREAS / EASEMENTS

Section 1. "Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas so designated as CONSERVATION EASEMENT upon any recorded Subdivision Plat or Plats of the Properties described aforesaid.

The Conservation Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(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 Areas; 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 Areas; 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 Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Areas in their natural condition.

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such Parcel.

The prohibitions and restrictions upon the Conservation Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction including the Conservation Areas are properly recorded.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of MAY 1991.

Signed, sealed and delivered in the presence of:

CENTEX REAL ESTATE CORPORATION

By: Patrick P. Gallo, President
East Central Florida Division

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Patrick P. Gallo well known to be the President of the East Central Florida Division of the corporation named as declarant in the foregoing declaration and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 1st day of MAY 1991.

JEANETTE CAMERDEN
MY COMMISSION EXPIRES
September 18, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jeanette Camerden
Notary Public

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 13, 1991, as shown by the records of this office.

The document number of this corporation is N43847.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
13th day of June, 1991.

Jim Smith
Secretary of State

CR2EO22 (2-91)

THIS INSTRUMENT PREPARED BY AND
TO BE RETURNED TO:
GEORGE JALOVECKY
CENTEX REAL ESTATE CORPORATION.
1885 KNOX McRAE DRIVE
TITUSVILLE, FL 32780

FILED
81 JUN 13 AM 8:59
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC. hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1885 KNOX McRAE DRIVE, TITUSVILLE, FL 32780

ARTICLE III

PATRICK P. GALLO whose address is 1885 KNOX McRAE DRIVE, TITUSVILLE, FL is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

PEBBLE CREEK, As recorded in Map
Book 37, Page(s) 79, 80 & 81
Public Records of BREVARD COUNTY, Florida

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Public Records of BREVARD COUNTY, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on February 1, 2001.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
PATRICK P. GALLO	1885 Knox McRae Dr., Titusville, FL
PHILLIP GRIBBONS	1885 Knox McRae Dr., Titusville, FL
ART THORN	1885 Knox McRae Dr., Titusville, FL

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

FILED
91 JUN 13 AM 8:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgage of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1st day of MAY, 1991.

PATRICK P. GALLO

PHILLIP GRIBBONS

ART THORN

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, a notary public, personally appeared PATRICK P. GALLO, PHILLIP GRIBBONS and ART THORN, to me known to be persons described as incorporators and who executed the foregoing Articles of Incorporation and adknowledged before me that they subscribed to these Articles of Incorporation on this 1st day of MAY, 1991.

My Commission Expires

JEANETTE CAMERDEN
MY COMMISSION EXPIRES
September 19, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public
State of Florida

Acceptance of designation as registered agent: PATRICK GALLO does hereby accept the foregoing designation as registered agent for the corporation for service of process as to the above corporation.

RECORDED & FILED IN BREVARD CO., FL. CLERK, CIRCUIT COURT

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO: GEORGE JALOVECKY CENTEX REAL ESTATE CORPORATION 1885 KNOX McRAE DRIVE TITUSVILLE, FL 32780

030606

91 JUL 17 AM 10:52

POS. 6 # NAMES 2
TRUST FUND $ 1.50
REC FEE 2.50
DOC ST
INT TAX "C"
EXCISE TAX
SERV CHRG
REFUND

BREVARD CO., FL. CLERK CIRCUIT CT.

BY-LAWS OF

PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the Corporation is PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, referred to as the "Association". The principal office of the corporation shall be located at 1885 KNOX McRAE DR. TITUSVILLE, FL but meetings of members and directors may be held at such places within the State of Florida, County of BREVARD, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may be hereafter be brough within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those havings such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Centex Real Estate Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Public Records of BREVARD County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-four (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least

15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise noted provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Secton 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three(3) directors, who need to be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors for any vacancies, directors to serve for three years.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation.. No director shall receive compensation for any service he may tender to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction ofbusiness. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common area and facilities, and ther personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

(h) Accept such other functions or duties with respect to the properties including architectural control, in addition to maintenance responsibilities as are determined by the majority of the Board of Directors to be proper;

(i) delegate to and contract with a mortgage company or financial institution, or other responsible third party, responsibility for collection of the assessments of the association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president and vice-president, who shall at all times be members of the board of directors; a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; at the direction of the Board, cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE XI
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate to carry out its purpose .

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLES XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing

lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We, being all of the directors of PEBBLE CREEK Homeowners' Association have hereunto set our hand this 1st of MAY 1991.

Phillip Gribbons
PHILLIP GRIBBONS

Patrick P. Gallo
PATRICK P. GALLO

Art Thorn
ART THORN

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, the following named persons, to wit:

PATRICK P. GALLO, PHILLIP GRIBBONS and ART THORN

All to me known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 1st day of MAY, 1991.

My Commission Expires:

JEANETTE CAMERDEN
MY COMMISSION EXPIRES
September 19, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jeanette Camerden
Notary Public
State of Florida at Large

CERTIFICATION

I, the undersigned do hereby certify:

THAT, I am the duly elected and acting secretary of the PEBBLE CREEK Homeowners Association, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 199 .

Art Thorn
ART THORN

CFN 2007257195, OR BK 5823 Page 5788, Recorded 11/06/2007 at 01:32 PM, Scott Ellis, Clerk of Courts, Brevard County

ARTICLES OF AMENDMENT
TO
BY-LAWS
PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Article IV of the By-laws of the Pebble Creek Homeowners' Association Inc., adopted on July 17, 1991, the article is hereby amended as indicated below:

Whereas Article IV, Section 1 of the Pebble Creek Homeowner's Association By-Laws reads as follows:

Article IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. AS READS: The affairs of this association shall be managed by a Board of three (3) directors, who need to be members of the association.

Article IV
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. IS CHANGED TO READ: The affairs of this association shall be managed by a Board of no less than three (3) directors, who need to be members of the association.

ADOPTION

Having been thoroughly reviewed and discussed in a homeowners meeting, these By-laws were approved by the required majority of voting homeowners on this 10th day of May 2007.

Kenny A Champagne V.P.
WITNESS:

LEON B. CROCKER
Leon B. Crocker
Name and Signature Of President

WITNESS:

DENISE TOPPI
Name and Signature Secretary

Sworn to me and subscribed before me by the above individuals, who are presently known pk or produced ___ identification and who did take an oath this 9th day of October 2007.

Mandy S. Cox
Notary Public

MANDY S. COX
MY COMMISSION EXPIRES
February 7, 2009
#DD 393560
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

CFN 2007257196, OR BK 5823 Page 5789, Recorded 11/06/2007 at 01:32 PM, Scott Ellis, Clerk of Courts, Brevard County

ARTICLES OF AMENDMENT
TO
BY-LAWS
PEBBLE CREEK HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Article VII of the By-laws of the Pebble Creek Homeowners' Association Inc., adopted on July 17, 1991, the article is hereby amended as indicated below:

Whereas Article VII, Section 1 (a) of the Pebble Creek Homeowner's Association By-Laws reads as follows:

Article VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. AS READS: The Board of Directors shall have power to:
(a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

Article VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. IS CHANGED TO READ: The Board of Directors shall have power to:
(a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, **and adopt and publish rules and regulations governing the maintenance of the Properties (as such term is defined in Article II, Section 2 of these By-Laws) and all improvements thereon**, and to establish penalties for the infraction thereof;

ADOPTION

Having been thoroughly reviewed and discussed in a homeowners meeting, These By-laws were approved by a majority of homeowners present on this 15th day of December, 2005.

Henry A Champagne V.P.
WITNESS:

Tammie Shaw
WITNESS:

LEON B. CROCKER
Leon B. Crocker
Name and Signature Of President

DENISE TOPPI
Name and Signature Secretary

Sworn to me and subscribed before me by the above individuals, who are presently known ✓ or produced ___ identification and who did take an oath this 9th day of October 2007.

MANDY S. COX MY COMMISSION EXPIRES February 7, 2009 #DD 393560 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Mandy S. Cox
Mandy S. Cox
Notary Public

CFN 2010247025, OR BK 6301 Page 409, Recorded 12/17/2010 at 03:05 PM, Scott Ellis, Clerk of Courts, Brevard County

ARTICLES OF AMENDMENT
TO
BY-LAWS
PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Article IV of the By-Laws of Pebble Creek Homeowners' Association, Inc., adopted on July 17, 1991, the article is hereby amended as indicated below:

Whereas, Article III, Section 1 of the Pebble Creek of Melbourne, Homeowners' Association, By-Laws reads as follows:

Article III
MEETING OF MEMBERS

Section 1. Annual Meeting. AS READS: The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which in not a legal holiday.

Article III
MEETING OF MEMBERS

Section 1. Annual Meeting. IS PROPOSED TO READ: The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. **The Annual Meeting of the members will be held in the month of October of each year, with a date and location to be determined by the current Board of Directors, which is in the best interest of the Association.**

ADOPTION

Having been thoroughly reviewed and discussed at the regular annual meeting, these By-Laws were approved and the required majority of voting homeowners on this 2nd day of October, 2010.

Witness:

Witness:

Tamra Pope, President
Pebble Creek of Melbourne
Homeowners' Association, Inc.

Kathy Henning, Secretary
Pebble Creek of Melbourne
Homeowners' Association, Inc.

0
TINA GONZALEZ ATTY
1600 SARNO RD
SUITE 1
MELBOURNE FL 32935

Sworn to me and subscribed before me by the above named individuals, who are personally known to me and who did take an oath this 2nd day of October, 2010.

(Seal)

DIONE R. MILLAR
MY COMMISSION #DD619089
EXPIRES: DEC 03, 2010
Bonded through 1st State Insurance

Notary Public
State of Florida

Revised March 11, 2008

ARCHITECTURAL CONTROL
&
RULES AND REGULATIONS

Pebble Creek of Melbourne
Homeowners' Association

Neighbors Helping Neighbors since 1991

Table of Contents

Introduction	3
Architectural Review Committee	3
Committee Structure	3
Responsibilities	4
Meeting Schedule	4
Review Decisions	5
Architectural Control Criteria	5
Applicant's Responsibility	5
General	5
Scope	5
Request for Variance	6
Design Review Process	6
Written Approvals	6
Approval Expiration	6
Construction Changes	6
Completion Date	7
Professional Services	7
Guidelines for Additions and Modifications	7
Exterior Design	7
Exterior Material	7
Exterior Colors and Trim	8
Fencing	8
Landscaping	9
Lighting	9
Pools and Spars	9
Roofing	9, 10
Maintenance	10
Guidelines for Maintenance	10
Building Exterior	10
House Numbers	10
Fencing	10
Roofs	10
Sidewalks and Driveways	11
Landscaping	11
Antennas	11
Auxiliary Air Conditioners	11
Attached & Unattached Structures	11
Basketball Installations	11
Christmas Decorations	12
Clothes Lines	12
Flags	12
Garage Doors	12
Mail Boxes	13
Outdoor Containers and Equipment	13
Playground Equipment	13
Lawn Furniture	13
Storm Shutters	13, 14
Screens	14
Window and Door Covering	14
Signs	14, 15
Solar Panels	15
Rules and Regulations	15
Parking and Storage of Vehicles and Equipment	15, 16
Animal Control	16
Residential Renting & Leasing Rules	16
Lake Usage	16
Bulletin Boards	17
Penalties	17, 18

Introduction

All residents are affected by the design, construction, and maintenance of the properties composing Pebble Creek. Therefore, control of these aspects is essential to assure residents that the quality and appearance of structures and their surrounding properties will be in accordance with established standards, property values will be maintained, and overall environment will be enhanced.

The authorization to control the design, construction and maintenance and to establish architectural and maintenance standards is delegated to the Architectural Review Committee (ARC) by the Pebble Creek of Melbourne Homeowner Association, Inc. (PCM HOA) and is responsible to the Board of Directors for the discharge of the functions delegated to it.

The ARC reviews plans for all property alterations by builders, developers and homeowners for compliance with Article V of the Declaration of Covenants, Conditions and Restrictions of the PCMHOA incorporated in Brevard County. Any change to the exterior appearance of one's property, structures, or grounds, must also be submitted to and approved by the ARC. Once an alteration is approved, it must be followed exactly. Any modification of the original submittal must be resubmitted for approval.

Architectural Review Committee

Committee Structure

The ARC is composed of a Chairperson and other members as determined by the Board of Directors. Its decisions and recommendations are reviewed and its actions authorized by the Board of Directors.

Responsibilities

The ARC is charged with the responsibility of reviewing and approving all exterior alterations (remodeling and/or additions) to existing buildings and structures of Pebble Creek within the guidelines of the Architectural Control Criteria (ACC). If any request for change is not clearly stated or not covered in the ACC, the ARC shall look to the Board of Directors for interpretation and approval.

The ARC is empowered by the Association to provide design review and to administer policies, standards and guidelines, which are subject to review and approval by the Pebble Creek Board of Directors, in accordance with the following objectives:

- Enhancing the living quality and natural attributes of Pebble Creek
- Encouraging high standards of design and quality construction

- Working with members of the Association for the establishment of design criteria
- Assuring a harmonious relationship between the design of individual buildings and sites
- Determining compliance of exterior design review applications with the Declaration of Covenants and the ACC.
- Promoting consistent and harmonious landscape plans, architectural motifs and exterior colors, materials and finishes
- Ensuring proper maintenance of all structures and properties within in Pebble Creek in accordance with the ACC.

Meeting and Approval Schedules

The ARC meets as necessary. Under normal circumstances, the ARC will endeavor to review applications within two weeks of receipt. However, in such cases, applicant shall be solely liable and responsible for compliance with all recorded Covenants and Restrictions and the ACC.

Review Decisions

Upon receipt of a properly completed application for variance, the ARC will review applicant's plans and specifications and render one of four types of decisions:

- Approved with or without comments
- Approved subject to limiting conditions
- Disapproved pending receipt of requested submittal
- Disapproved with reasons listed

Architectural Control Criteria

The ACC are developed pursuant to the authority granted by the provisions of the Declaration of Covenants, Conditions, and Restrictions, and the By-Laws of the PCM HOA. Failure to comply with the ACC can result in financial penalties, fines and/or legal enforcement and attorney's fees.

Applicant's Responsibilities

General

The PCM HOA and ARC assume no liability for and applicants accept full responsibility for all aspects of building plans including but not limited to the following:

- Compliance with all Covenants and Restrictions and ACC policies, standards and guidelines enforce covering such things as fences, paint colors, signage, etc.
- Compliance with all laws, codes and ordinances of any governmental agency with jurisdiction over the development and construction of residential buildings such as building permits, pool permits, fence installation and electrical code.
- Determination of and compliance with restrictions of flood hazards, drainage and grading requirements and all surface and sub-surface soil conditions.
- Determination of and compliance with structural, mechanical, electrical and other technical aspects of proposed plans.
- Accuracy of all stakeouts and surveys.
- Work of any contractor, subcontractor, or their employees.

ARC Scope

The ARC shall notify all residents of violations within the scope of visibility from any and all roadways, i.e., Wickham Road, Wickham Forest Subdivision, Pebble Creek Street, Rivermist Drive and all roads constructed hereafter including but not limited to roadways in Pineda Springs Subdivision.

Request for Variances

Request for variances to the PCM HOA Covenants and Restrictions and to ACC shall be submitted to the PCM HOA Board of Directors for approval or disapproval. The ARC will review and will make a recommendation to the Board of Directors concerning the request.

Design Review Process

- Application for modifications or additions must be completed and approved by the ARC prior to commencement of construction.

- Within 30 days of receipt of all items submitted for review, the ARC will provide written notice to applicant indicating approval, disapproval, or the need to provide more information.

- The ARC reserves the right to review construction periodically for compliance with approved plans and the applicant agrees to cooperate fully with members of the ARC and to obtain approval prior to any changes or deviations in the approved design documents.

In the event applications are disapproved pending receipt of further information or changes, applicants must resubmit the requested information or make appropriate changes and resubmit for another review.

Written Approvals

Submitted plans and specification will be retained by the ARC. The ARC's decision, comments and limiting conditions (if any) will be submitted to the applicant within thirty days of receipt. No payment should be made, contracts signed or construction shall begin until written approval is in hand. Oral statements do not constitute approval.

Approval Expiration

Construction must begin within ninety (90) days of review approval or within ninety (90) days of a pre-determined date. Failure to do so will automatically revoke approval without prior notice from the ARC. Time extensions may be granted by the ARC if written requests are received within ninety (90) days of approval.

Construction Changes

All construction must be in accordance with approved plans. If prior to or during construction a change to the exterior of the building or approved plan is desired, such change shall be submitted in writing to the ARC for approval before implementing the changes.

Completion Date

Construction of approved plans must be completed within one year of final approval by the ARC unless an extended completion date is granted in writing. It is the responsibility of the applicant to ensure that construction is carried out diligently and continuously with full compliance of this provision.

The ARC may grant time extensions under special circumstances. Requests shall state in writing the construction history, causes for delay and new completion date.

Professional Services

Applicants are encouraged to use professional architects, engineers, landscape designers, and professional tradesmen for each modification or addition.

Guidelines for Additions and Modifications

Exterior Design

Architectural motif and exterior elevations will be reviewed for aesthetic appearance in terms of the overall dwelling unit and its relationship to other dwelling units based on location, size, quality and price range within the community. Applicants are discouraged from submitting plans addressing only frontal surface treatments, unless such details are part of the total design approach of the dwelling unit. Approval of exterior design will be based on architectural theme and will consider mass and scale; materials, textures, colors, and finishes, continuity between primary design elements and secondary surface treatments, placement of windows, doors and openings; and vertical and horizontal lines.

Exterior Material

The selection of exterior material shall be harmonious with the architectural motif of each dwelling unit and the community development as a whole.

Depending on particular applications, the following materials have been approved by the ARC:

- Factory colored Vinyl or metal siding
- Stucco textured the same as existing structure
- Natural stone or brick, concrete block with approve surface treatment.
- Windows shall be the same or improved quality and type as existing windows
- The following exterior materials are not approved for construction: concrete block (except as a subsurface wall), fiberglass, plastic or asphalt siding, logs (imitation or otherwise except for landscaping purposes).

Exterior Colors or Trim

Large areas of color and trim should generally be white or earth tones for stucco, brick, stone and most wood and vinyl and or aluminum siding. A sample of the paint colors must be submitted to the ARC for approval prior to painting even if you are painting your home the original builders color and quality scheme. A book of approved color chips is maintained by the ARC and is available for review. The following colors will no longer be approved by the ARC:

- Any shade of Pink, including Mauve;
- Any shade of bright Blue;
- Any shade of bright Green;
- Any shade of Bright or Neon Yellow;
- Any shade of Violet;
- Any shade of Turquoise;

Some shades of light blue may be approved for trim only.

Fencing

All fences must comply with city ordinances and have written ARC approval before installation. Fencing design criteria are as follows:

- A fence or hedge shall be maintained at the maximum height or six (6) feet.

- No wall or fence shall be erected or placed within the front setback lines of any lot, unless said fence shall be ornamental and shall not in any manner impair the general scheme of said property. Fences can begin at the outermost edge of your home structure.

- The recommended material for fences is cedar or pressure treated pine.

- Wooden fences will be shadow box, stockade, or board on board design and must be treated before or within ninety (90) days after installation; Treatment may be factory pressurized treatment, stained clear, colored, or painted. If colored or painted, the colors must be approved by the ARC.

- Wooden fence construction must include 4 x 4 posts, 1 in. slats and 2 x 4 runners.

- Wrought aluminum, plastic, and masonry will be considered.

Chain link fences or wire fences are not permitted.

Landscaping

Existing specimens shall be protected where possible for the benefit of future residents. All developers and contractors shall make a diligent effort to protect all remaining trees during any construction. A minimum of two (2) trees/palms of an approved type are required. Sculptured/bedding areas shall remain free of weeds and overgrowth.

Sod must be Bahia or St. Augustine. Permanently installed irrigation systems are suggested.

Easements shall be maintained by all homeowners with respect to sod requirements and weed control.

Pumping irrigation water from Pebble Creek's retention pond is prohibited except for irrigation of the common area around the detention pond.

Lighting

Any lighting elements or structural materials installed on a residential site shall not cast or reflect glare or light beyond the boundaries of the site.

Lighting directed towards the property line of adjacent neighbors shall be of color in nature (i.e. Green) to reduce the glare (if any).

Light installation shall be consistent with the scheme of the residence. No flood lights will be permitted for front illumination, only standard house lighting will be permitted.

Pools and Spas

Above ground swimming pools (excluding children and animal wading pools) must be fenced with at least a six-foot privacy fence. Spas (above ground and in-ground) must be placed within a screened enclosure.

Children and animal wadding pools are not permitted for more than 24 hours in the front yard, otherwise they must be within the back yard of a residence.

In-ground pool designs will be submitted for the ARC review. The request should include a landscape plan, drainage plan, location of pool equipment and method to be used to conceal equipment.

Roofing

Approved roofing materials include tile, and fiberglass shingles (220# minimum). Fungus resistant shingles are recommended. Flat roofs, metal roofs, and tar and gravel surfaces are not permitted.

All other forms of roofing material will be considered on a case by case basis.

Roof venting systems will be approved according to the style of the house. Turbine vents generally will not be approved. Power attic ventilators will be considered on a case-by-case basis.

Fiberglass or plastic panels are not allowed for porch roofing.

Maintenance

Normal maintenance shall be considered as any routine maintenance and upkeep of all existing exterior structure and landscaping and shall not require ARC approval. Routine maintenance includes but is not limited to the following:

- Landscape replacement or restoration to original condition.
- Roof replacement of original materials and colors. (Any changes in materials, colors or configuration must be submitted for ARC review.)

Guideline for Maintenance

Building Exterior

Building exterior must be kept in good repair, e.g. free of mildew, rust, flaking paint, damaged walls, broken windows, etc. When surfaces need to be painted, a sample of the proposed paint colors must be submitted to the ARC for approval. A book of approved color chips is maintained by the ARC and is available for review.

If paint is chipping the entire residence is in need of re-painting. Touch-up painting will not be permitted as color tone will not match the prior paint scheme of the residence due to fading.

House Numbers

All homes shall bear the residence's house number in accordance with the Brevard County Code Enforcement and shall be black, gold, brown, ceramic, white, or dark colored numbers on the exterior of the residence located above the garage or in another conspicuous location on the residence front exterior.

Fencing

Fences are to be maintained in good condition by the property owner, i.e. no missing panels, rotting boards, leaning sections or molded surfaces.

Roofs

Roofs shall be kept in proper repair, i.e. no damaged or missing shingles free of mildew, debris, etc.

Sidewalks and Driveways

Sidewalks and driveways shall be cleaned of mildew, rust and any other stains detracting from the natural finish. No sidewalks or driveways may be painted, stained or stamped without ARC approval. Colors and stamping will be approved on a case by case basis.

Landscaping

Owners are required to maintain their lawns and shrubs in an acceptable manner. It is recommended to mow each lawn every seven during the period May 15 to October 15 and as needed thereafter. Grass height shall not exceed four inches.

All sidewalks and driveways are to be edged and kept free of grass, leaves and debris. Dead limbs and trees are to be cut and removed from the lot. Any shrubbery or tree limbs extending over any portion of the sidewalk shall be at a height of no less than seven feet.

Lawns shall be free of weeds and shall be treated for chinch bugs during the summer season (June, July & August).

Property owners with ditch easements shall be responsible to the regular maintenance of said ditches including but not limited to mowing and trash removal.

Antennas

Exterior antennas are not permitted except for satellite TV reception systems. Attachment of the antennas should be in the most inconspicuous locations (the back of the residence). Dishes should not be seen from any view of the roadway or adjacent property.

Exterior satellite dishes must be maintained in proper condition, i.e. no rust or broken parts or dangling wires.

Auxiliary Air Conditioners

No window air conditioner shall be allowed.

Attached and Unattached Structures

All storage buildings, utility sheds, green houses, and other similar structures not made an integral part of the architectural design of the main structure shall be fenced and obscured from view in all directions.

Basketball Installations

The entire assembly, net, post and backboard, is to be factory manufactured and properly maintained (including a complete net). Installation requires ARC approval.

Christmas Decorations

Exterior Christmas decorations such as blow up decorations, Christmas lights, Christmas wreaths, Santa and reindeer and garlands are limited to the period between Thanksgiving through the 10th of January of the subsequent year.

Clothes Lines

No clothing or other household fabrics shall be hung in the open on a lot unless from an umbrella or retractable clothesline, which is screened from view when in use and promptly removed when not in use.

Flags

A maximum of two flags may be displayed except for occasional "open house" flags. The kind of flags permitted is:

- United States National flag
- United States Service flag from the following:
- US Air Force;
- US Army;
- US. Coast Guard
- US. Marine Corps;
- US Navy;
- Schools;
- Historical
- Other types of flags as approved by the Pebble Creek ARC

Maximum flag length is six (6) feet

One flagpole from one of the following types may be installed at each residence.

- Permanent vertical flagpole, maximum height of twenty-five (25) feet
- Permanent or temporary sloping flagpole with maximum length of six (6) feet, affixed to the mailbox post or house.

Proper flag protocol must be observed for all installations.

Garage Doors

It is recommended that garage doors be of a reinforced metal construction. The door design shall be in harmony with the exterior design of the house and surrounding community architecture. Garage doors shall be kept in proper working condition, i.e. no broken or dented panels, no collapsed sections.

Mail Boxes

The mailbox location, height and size must be as approved by the U. S. Postal Service. It shall be maintained in non-deteriorating and operational condition and in the correct vertical and horizontal alignment.

Mailboxes shall be free of mildew, bent or broken poles and shall bear the house number indicated thereon.

Outdoor Containers and Equipment

All trash, garbage or other yard waste shall not be kept on any lot except in sanitary containers or in garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened as not to be visible from any road or adjacent property. Proper placement shall be in the garage to avoid animal infestation.

Trash refuse and garbage shall not be placed at the curbside earlier than 6:00 p.m., on the evening prior to the scheduled pickup and shall be returned to its appropriate area no later than 7:00 p.m., on the day of pick up.

Storage of personal property or construction or home repair materials shall not be permitted in visible sight of the roadway or adjacent property.

Air conditioner compressors, well pumps, water softeners, pool pump equipment etc. shall be located on the side or rear yards and shall be placed or screened as not to be visible from any road or adjacent property within sight distance of the lot.

Playground Equipment

The ARC must approve installation of playground or portable equipment, including configuration and color. Location shall be shown on a lot survey. All equipment must be obscured when viewing the yard from the front or side yard.

Lawn Furniture

Lawn furniture to be placed in view from the street must be submitted to the ARC for approval and shall be kept in good repair at all times.

Storm Shutters

All new installations required the approval of the ARC, prior to installation. Disapproval may be solely on the grounds of aesthetics.

Shutters may be:

- Removable direct mount metal or Plexiglass panels;
- Removable plywood (But it is discouraged);
- Permanently mounted accordion;
- Permanently mounted roll down;
- Permanently mounted colonial.

All permanent shutters must be white or match the house or trim color.

No storm shutters (roller shutters excluded) shall be installed until a hurricane watch or warning is issued by the Nation Weather Bureau and must be removed within 5 days after the hurricane threat has passed.

Screens

Charcoal or black screening is approved for use on windows, doors, and screened enclosures. Any other color is not permitted.

Window and Door Coverings

Reflective mirror film or foil installation is not permitted on any windows or doors. Blinds, drapes, etc., that can be seen from the street shall be properly maintained. No sheet, blankets and the like are permitted.

Signs

Six types of non-governmental signs are permitted in Pebble Creek:

1. Pebble Creek permanent neighborhood identification signs.

2. For Sale signs (maximum of one per home or lot). For Sale signs must be one of two types as defined herein are permitted in all areas.

3. A professionally lettered realtor's "For Sale" sign not exceeding 24" x 24" in size. If hung from a side-arm post, the height of the side-arm above the ground may not exceed 48". The side-arm post may be either wood or metal. There shall be no more than one "rider" per sign.

4. For Sale by Owner sign professionally printed not to exceed 24" X 24".

5. Builder's and subcontractor's signs (maximum size 24" X 24"), which are placed on a lot while construction is in progress. Only one sign per home per contractor is permitted.

6. Open house signs or banners. The maximum sign and banner size is 24" X 24" and 60" x 26" respectively. With a minimum of one sign by the

owner/realtor only during the actual hours of the open house. At the latest, it must be removed by 8:00 p.m. of the day on which they are displayed. The property address must be displayed on the sign

7. Standard small 6" X 12" maximum-security signs affixed to a window or emplaced in the yard nearby the house. Maximum height of an external is 18" above the ground surfaces (two (2) per property).

8. Garage sale signs must not exceed 24" X 24" and must be professionally or commercially printed. One garage sale sign may be displayed on the property holding the sale and at the intersection of Pebble Creek Street and Wickham Road.

Solar Panels

All solar panels will be considered on a case-by-case basis. Panels should blend into the structure as much as possible. They should lie flat on the roof and not be tilted up at a greater pitch than the roof unless design provisions are made to blend it into the structure.

Solar panels constructed of tubing that lies flat on the roof shall not be visible from the street.

Rules and Regulations

Parking and Storage of Vehicles and Equipment

No vehicle shall be parked in any right of way or road way from Midnight to 7:00 a.m. Overnight parking of vehicle shall be permitted in driveways and garages only. No vehicles shall be parked on any lawn, yard, easement, and travel area of the streets or other areas not intended for vehicular use.

Vehicles of a category different from every day transportation must be stored in the garage or at an area on owner's property that is not visible from any road or adjacent property within sight distance of the lot. These vehicles and equipment include but are not limited to travel trailers, motor coaches, campers, boats, tractor trailer cabs, trailers, business trucks or vans larger than three-quarter ton, camper caps, etc.

All recreational and or utility vehicles and or equipment, including all types of boats that cannot be parked in the garage with the garage door shut will not be permitted to be stored in Pebble Creek for more than 72 hours.

No inoperative vehicle and or a vehicle with expired tags or no tags shall be stored and or parked on a lot within view from any street, adjacent residence or common property.

No vehicle shall be parked on any improved lawn, yard, right-of-way or portion thereof, any empty lot or any other area not intended for vehicular use or permanent parking or storage.

All disassembled vehicles such as cars, trucks, boats, trailers shall not be stored in view of any neighbor, nor remain in view of neighbors for more than a three-day grace period.

It is encouraged that all major mechanical repairs be done by a professional garage when possible.

Animal Control

Dogs and cats must be kept on and confined to the homeowner's individual lot, dwelling or patio areas, except that such pets may be exercised on the streets and common areas of the association. Whenever dogs and cats are exercised off the homeowner's property, the pet must be *controlled by means of a leash*. Furthermore any pet feces deposited on private property, streets or common areas of the association must be promptly removed and disposed of by the pet owner.

Residential Renting or Leasing Rules

The rental or lease of a home within Pebble Creek shall be made to a one (1) family household, the members of which are all related by blood.

All rentals or leases shall be for a term of no less than six months and there shall not be more than two (2) leases per household for any given twelve (12) month period of time. Subleasing shall not be permitted.

"Tenant Information" shall be provided to the BOD prior to move in and the current lessees or renters shall sign an agreement regarding receiving PCHOA Rules and Regulations and their obligation to abide by the Rules and Regulations.

The authorization representative of the Pebble Creek Board of Directors shall review the information and Rules and Regulations with the proposed tenants prior to occupancy.

All persons occupying the property in Pebble Creek are required to observe the Covenants and Restrictions of Pebble Creek of Melbourne Homeowners' Association, Inc., and the ARC regulation including all amendments thereto. Copies of the Covenants are to be provided by the landlord.

Lake Usage

Except for installation or maintenance no one is allowed on the lake in or on any type of flotation gear.

No swimming, fishing or underwater exploration is allowed.

Feeding of the ducks is prohibited.

Bulletin Boards

The Association bulletin boards are to be used for the posting of monthly BOD meetings and special events and for matters of interest for the good of the community.

Penalties

If any property is in violation of the ACC, the homeowner will be given a written notice describing the discrepancy and the time allowed for correction. If there are extenuating circumstances, as agreed to by the homeowner and a Review Committee appointed by and separate from the PCM HOA, the corrective period may be lengthened.

Should an ACC violation not be corrected in the time frame agreed to by the homeowner and Review Committee, the homeowner becomes liable as follows:

In accordance with the Association's Articles of Incorporation, By-Laws and Declaration of Covenants, Condition and Restriction, and in accordance with Florida Statutes Chapter 720, A Special Assessment Meeting will be scheduled. The meeting will consist of three (3) non-members of the BOD and can result in the maximum files being assessed in the amount of $100.00 per day per violation. If, the Special Review Committee finds the homeowner in violation or non-compliance a fine will be assessed, mediation will be scheduled at the owner's expense and/or a personal judgment will be sought by means of filing a civil lawsuit as against the owner including costs, fines and attorney's fees.

Penalties Outside of ARC

Authority of the Special Magistrate

The Code Enforcement Section of the Permitting and Enforcement is responsible for ensuring compliance with those ordinances and portions of the Brevard County Code dealing with non-criminal matters such as public nuisances, zoning violations, solid waste disposal violations, adult entertainment violations and turtle lighting violations. Florida Statute § 162 enables the Board of County Commissioners to establish a Code Enforcement Board and/or a Code Enforcement Special Magistrate. The purpose of these entities is to provide an equitable, expeditious, effective and inexpensive method of enforcing the technical codes in force in Brevard County, Florida. The Board of County Commissioners further determined that the creation of a Code Enforcement Board/Special Magistrate for the unincorporated areas of Brevard would serve to promote, protect and improve the health, safety and welfare of the citizens of the County. The Special Magistrate has the power to subpoena alleged violators and witnesses to its hearings; to subpoena records (including public records, surveys, plats and all other documentary evidence) deemed relevant by the Special Magistrate; to take testimony under oath; to issue orders having the force and effect of law; and commanding whatever steps necessary to bring a violation into compliance. Additionally, the Special Magistrate, pursuant to the provisions of chapter 2-175 of the Code of Ordinances of Brevard

County, Florida, may levy fines of up to $1,000.00 for each day a violation continues past the date set by the Special Magistrate for compliance. This penalty, if not paid, will become a lien on the property, which can be satisfied by foreclosure, and sale of said property. Also pursuant to chapter 2-175 of the Code of Ordinances of Brevard County, Florida, if the County prevails in prosecuting a code violation case the Respondent may be required to pay all costs incurred by the County to bring this matter before the Special Magistrate. The costs may also be attached as a lien on the property.

NOTE: Pursuant to Chapter 2-176 (b)(1) of the Code of Ordinances of Brevard County, Florida, when the Special Magistrate rules in favor of the County and the violation occurs again on the same property, it becomes a repeat violation and the Code Enforcement Officer may, without giving the person reasonable time to correct the violation, issue a notice of hearing to appear. A fine may be assessed up to $5,000.00 per day for a repeat violation.

Additionally, an aggrieved party, including Brevard County, may appeal a final administrative order of the Special Magistrate to the Circuit Court. Any such appeal must be filed within thirty (30) days of the date of the order.

Revised and Adopted this 9th day of June, 2009.

FIRST AMENDEMENT TO
PEBBLE CREEK ARCHITECTURAL CONTROL AND RULES & REGULATIONS
DATED "REVISED MARCH 12, 2008"

PAGE 15 *PARKING AND STORAGE OF VEHICLES AND EQUIPMENT*

FIRST PARAGRAPH ONLY

AS READS: No vehicle shall be parked in any right of way or roadway from Midnight to 7:00 a.m. Overnight parking of vehicles shall be permitted in driveways and garages only. No vehicles shall be parked on any lawn, yard, easement, and travel area of the streets or other areas not intended for vehicular use.

IS CHANGED TO READ: No vehicle shall be parked in any right of way or roadway from Midnight to 7:00 a.m. Overnight parking of vehicles shall be permitted in driveways and garages only. No vehicles shall be parked on any lawn, yard, easement, and travel area of the streets or other areas not intended for vehicular use. Habitual offenders/owners who receive three notices of non-compliance will be notified of a Fine Assessment Meeting pursuant to Florida Statute 720. See page 17 (*Penalties*). In addition to fines being assessed, the Owner will be put on notice that any further violation during a probationary period of 45 days, will result in the owner's/guest's vehicles being towed at the owner's expense. No vehicles will be towed by the BOD without proper notice being sent to owner and without the Fine Assessment Meeting being held, pursuant to Florida Statutes.

Legal Notice: Please govern yourselves accordingly. No member/owner of Pebble Creek Homeowners' Association, Inc., shall at any time have the authority to exercise enforcement of violations of our rules and regulation. Shall any member/owner take it upon themselves to act for or on behalf of the ARC or Board of Directors; said owner will be prosecuted at the full extent of the law and will be responsible for any and all attorney's fees, costs, and fines for their actions.

PEBBLE CREEK

SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST
CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA

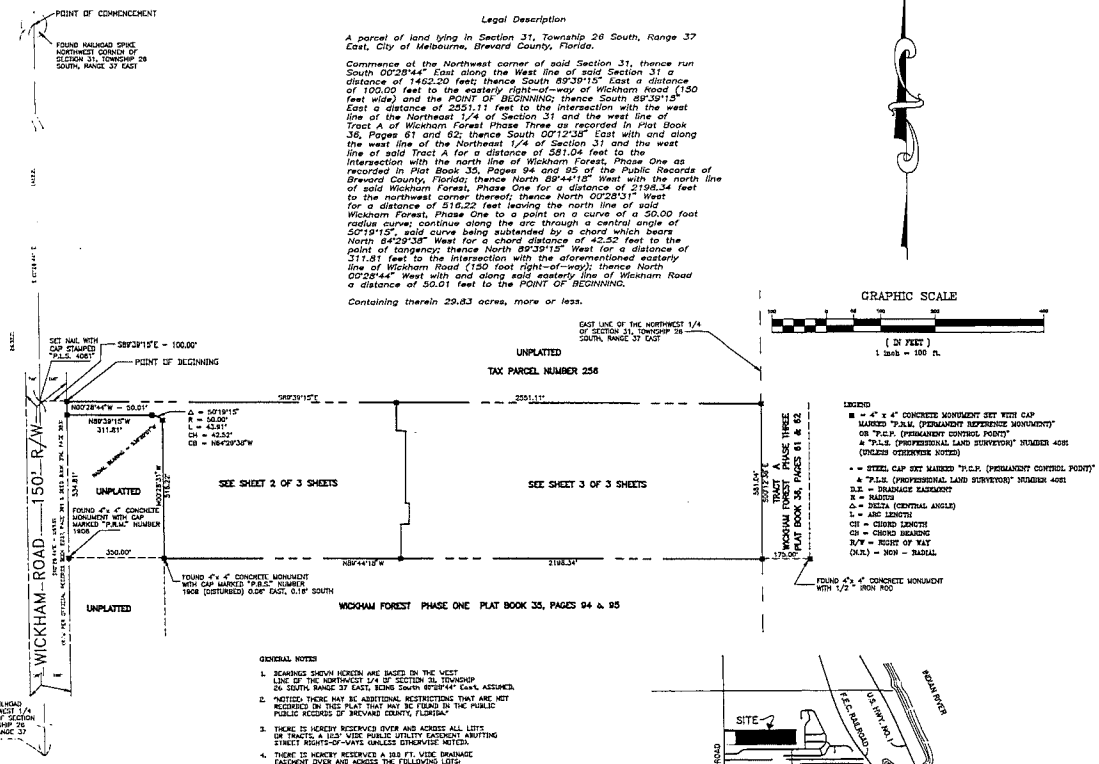
PLAT BOOK 37 PAGE 79
SHEET 1 OF 3
SECTION 31 TWP. 26 S., RANGE 37 E.

Legal Description

A parcel of land lying in Section 31, Township 26 South, Range 37 East, City of Melbourne, Brevard County, Florida.

Commence at the Northwest corner of said Section 31, thence run South 00°28'44" East along the West line of said Section 31 a distance of 1462.20 feet; thence South 89°39'15" East a distance of 100.00 feet to the easterly right-of-way of Wickham Road (150 feet wide) and the POINT OF BEGINNING; thence South 89°39'15" East a distance of 2551.11 feet to the intersection with the west line of the Northeast 1/4 of Section 31 and the west line of Tract A of Wickham Forest Phase Three as recorded in Plat Book 36, Pages 61 and 62; thence South 00°12'35" East with and along the west line of the Northeast 1/4 of Section 31 and the west line of said Tract A for a distance of 581.04 feet to the intersection with the north line of Wickham Forest, Phase One as recorded in Plat Book 35, Pages 94 and 95 of the Public Records of Brevard County, Florida; thence North 89°44'18" West with the north line of said Wickham Forest, Phase One for a distance of 2198.34 feet to the northwest corner thereof; thence North 00°28'31" West for a distance of 516.22 feet leaving the north line of said Wickham Forest, Phase One to a point on a curve of a 50.00 foot radius curve; continue along the arc through a central angle of 50°19'15", said curve being subtended by a chord which bears North 64°29'38" West for a chord distance of 42.52 feet to the point of tangency; thence North 89°39'15" West for a distance of 311.81 feet to the intersection with the aforementioned easterly line of Wickham Road (150 foot right-of-way); thence North 00°28'44" West with and along said easterly line of Wickham Road a distance of 50.01 feet to the POINT OF BEGINNING.

Containing therein 29.83 acres, more or less.

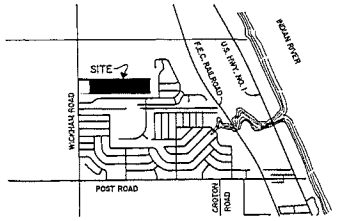


GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGEND
■ = 4" x 4" CONCRETE MONUMENT SET WITH CAP MARKED "P.R.M. (PERMANENT REFERENCE MONUMENT)" OR "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR) NUMBER 4081 (UNLESS OTHERWISE NOTED)
• = STEEL CAP SET MARKED "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR) NUMBER 4081
D.E. = DRAINAGE EASEMENT
R = RADIUS
Δ = DELTA (CENTRAL ANGLE)
L = ARC LENGTH
CH = CHORD LENGTH
CB = CHORD BEARING
R/W = RIGHT OF WAY
(N.R.) = NON - RADIAL

GENERAL NOTES

1. BEARINGS SHOWN HEREIN ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BEING SOUTH 00°28'44" East, ASSUMED.
2. "NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA."
3. THERE IS HEREBY RESERVED OVER AND ACROSS ALL LOTS OR TRACTS, A 10.0' WIDE PUBLIC UTILITY EASEMENT ABUTTING STREET RIGHTS-OF-WAYS UNLESS OTHERWISE NOTED.
4. THERE IS HEREBY RESERVED A 10.0 FT. WIDE DRAINAGE EASEMENT OVER AND ACROSS THE FOLLOWING LOTS: BLOCK A: ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED; BLOCK B: ALONG ALL REAR LOT LINES AND/OR ADJACENT TO AND OUTSIDE OF THE EXTERIOR BORDER OF THE STORMWATER MANAGEMENT AND CONSERVATION EASEMENTS DEPICTED HEREIN, UNLESS OTHERWISE NOTED; AND ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH SERVICES SHALL INTERFERE WITH THE FACILITIES OF AN ELECTRIC, GAS, TELEPHONE OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
6. THE STORMWATER MANAGEMENT & CONSERVATION EASEMENTS, THE DRAINAGE AND UTILITY EASEMENTS, AND THE ACCESS EASEMENT DEPICTED HEREIN, SHALL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.
7. TRACT A SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS HEREBY DEDICATED TO BREVARD COUNTY.
8. DECLARATION OF RESTRICTIONS APPLICABLE TO ALL LOTS IN THIS SUBDIVISION IS BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONCURRENTLY WITH THE RECORDATION OF THIS PLAT SEE OFFICIAL RECORDS BOOK 3137, PAGES 4143 THRU 4183, INCLUSIVE, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
9. UNLESS OTHERWISE NOTED, ALL LOT LINES ARE RADIAL.
10. TRACT B SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DRAINAGE RETENTION AREA AND WILL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.



VICINITY MAP (SCALE: 1"=2000')

— THIS PLAT PREPARED BY —

B.S.E. CONSULTANTS, INC.
CONSULTING, ENGINEERING, LAND SURVEYING
312 S. Harbor City Blvd. Suite 4, Melbourne, Florida (407) 725-3674

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in

PEBBLE CREEK

hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all roads, streets, alleys, thoroughfares, parks, canals, drainage easements, utility easements, lakes, pathways, open spaces and other rights of way, easements shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on MAY 31, 1991

By Patrick P. Gallo
PATRICK P. GALLO Division President
Attest Art Thorn
ART THORN Assistant Secretary
Signed and sealed in the presence of
CENTEX REAL ESTATE CORPORATION
1985 KNOX McRAE DRIVE
TITUSVILLE, FL. 32780

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on MAY 31, 1991 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared PATRICK P. GALLO and ART THORN respectively DIVISION President and ASSISTANT SECRETARY of the above named corporation incorporated under the laws of the State of NEVADA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC
My Commission Expires 8-27-94 SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Licensed and registered land surveyor, does hereby certify that on MAY 24, 1991 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapters 177 & 472 Florida Statutes; and that said land is located in Brevard County, Florida. Dated MAY 31, 1991

Registration No. 4081

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on July 7, 1991 the Melbourne City Council approved the foregoing plat.

Joe Mullins MAYOR
ATTEST: Lolla M. Slaton, CMC CITY CLERK
SEAL

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY That the Board of County Commissioners hereby accepts all roads, streets, alleys, thoroughfares, parks, canals, drainage easements, utility easements, lakes, pathways, open spaces and other rights of way, easements and areas dedicated for public use on this plat.

Chairman of the Board
ATTEST:
Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Chairman of the Board.
Attest
Clerk of the Board.
Approved County Engineer

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on June 27, 1991 the Zoning Commission of the above City approved the foregoing plat.

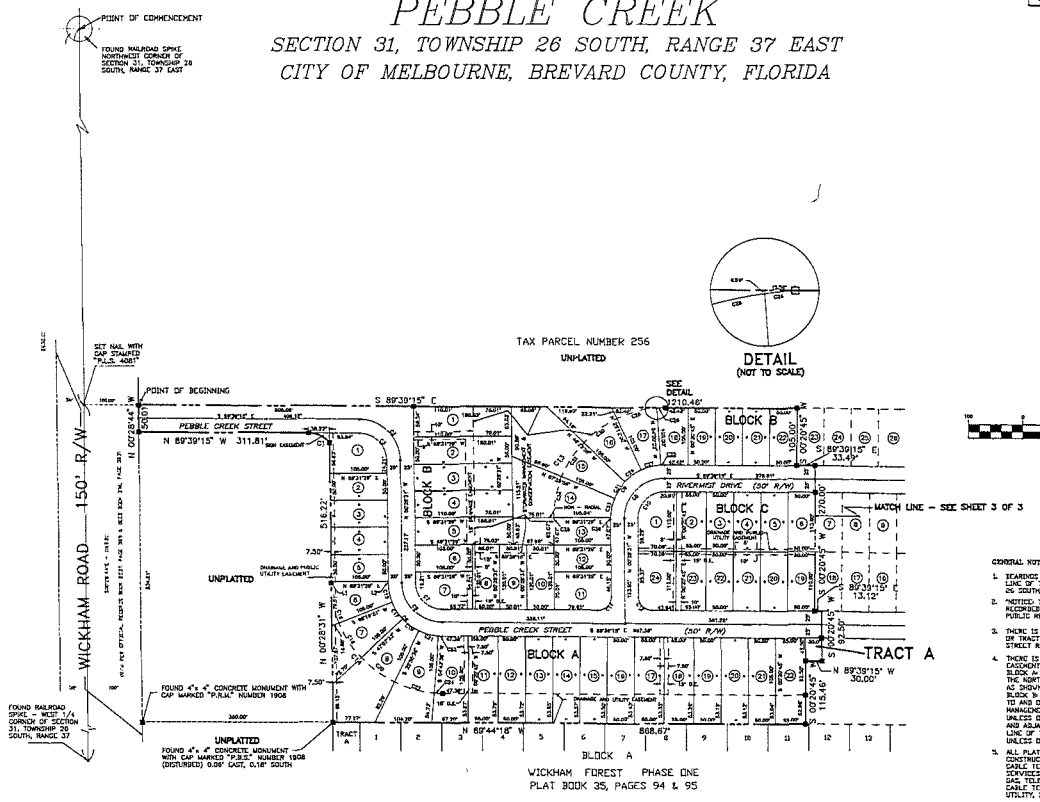
Chairman
Planning and Zoning Director

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on July 17, 1991 at 10:52 AM file No. 030403

Clerk of the Circuit Court in and for Brevard County, Fla.

For error on plat, see affidavit in ORB 3139, page 1718.



PLAT BOOK 37 PAGE 80
SHEET 2 OF 3
SECTION 31, TWP. 26 S., RANGE 37 E.

PEBBLE CREEK

SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST
CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BEING South 00°28'44" East, ASSUMED.
2. "NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA."
3. THERE IS HEREBY RESERVED OVER AND ACROSS ALL LOTS OR TRACTS, A 12.5' WIDE PUBLIC UTILITY EASEMENT ABUTTING STREET RIGHTS-OF-WAYS (UNLESS OTHERWISE NOTED).
4. THERE IS HEREBY RESERVED A 10.0 FT. WIDE DRAINAGE EASEMENT OVER AND ACROSS THE FOLLOWING LOTS:
   BLOCK A: ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED.
   BLOCK B: ALONG ALL REAR LOT LINES AND/OR ADJACENT TO AND OUTSIDE OF THE EXTERIOR BORDER OF THE STORMWATER MANAGEMENT AND CONSERVATION EASEMENTS DEPICTED HEREIN, UNLESS OTHERWISE NOTED.
   AND ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH SERVICES SHAL INTERFERE WITH THE FACILITIES OF AN ELECTRIC, GAS, TELEPHONE OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
6. THE STORMWATER MANAGEMENT & CONSERVATION EASEMENTS, THE DRAINAGE AND UTILITY EASEMENTS, AND THE SIGN EASEMENT DEPICTED HEREIN, SHALL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.
7. TRACT A SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS HEREBY DEDICATED TO BREVARD COUNTY.
8. DECLARATION OF RESTRICTIONS APPLICABLE TO ALL LOTS IN THIS SUBDIVISION IS BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONCURRENTLY WITH THE RECORDATION OF THIS PLAT
9. UNLESS OTHERWISE NOTED, ALL LOT LINES ARE RADIAL.
10. TRACT B SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DRAINAGE RETENTION AREA AND WILL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00'	43.91'	23.49'	42.52'	N 64°29'16" W	50°19'15"
C2	75.00'	116.74'	73.93'	105.30'	N 45°03'53" W	89°10'44"
C3	50.00'	77.82'	49.29'	70.20'	N 45°03'53" W	89°10'44"
C4	100.00'	155.65'	98.58'	140.40'	N 45°03'53" W	89°10'44"
C5	75.00'	116.74'	73.93'	105.30'	S 45°03'53" E	89°10'44"
C6	100.00'	155.65'	98.58'	140.40'	S 45°03'53" E	89°10'44"
C7	50.00'	77.82'	49.29'	70.20'	S 45°03'53" E	89°10'44"
C8	75.00'	118.88'	76.08'	106.82'	S 44°56'07" W	90°49'16"
C9	100.00'	158.51'	101.44'	142.43'	S 44°56'07" W	90°49'16"
C10	50.00'	79.26'	50.72'	71.22'	S 44°56'07" W	90°49'16"
C11	25.00'	39.63'	25.36'	35.61'	N 44°56'07" E	90°49'16"
C12	25.00'	38.91'	24.64'	35.10'	S 45°03'53" E	89°10'44"
C13	205.00'	324.95'	207.96'	291.98'	S 44°56'07" W	90°49'16"
C14	205.00'	319.08'	202.08'	287.81'	S 45°03'53" E	89°10'44"
C15	100.00'	37.00'	18.71'	36.79'	S 11°04'30" E	21°11'58"
C16	205.00'	75.85'	38.36'	75.42'	S 11°04'30" E	21°11'58"
C17	100.00'	37.00'	18.71'	36.79'	S 32°16'28" E	21°11'58"
C18	205.00'	75.85'	38.36'	75.42'	S 32°16'28" E	21°11'58"
C19	100.00'	37.00'	18.71'	36.79'	S 53°28'25" E	21°11'58"
C20	205.00'	75.85'	38.36'	75.42'	S 53°28'25" E	21°11'58"
C21	100.00'	37.00'	18.71'	36.79'	S 74°40'23" E	21°11'58"
C22	205.00'	75.85'	38.36'	75.42'	S 74°40'23" E	21°11'58"
C23	100.00'	7.65'	3.83'	7.64'	S 87°27'41" E	04°22'53"
C24	205.00'	15.68'	7.84'	15.67'	S 87°27'41" E	04°22'53"
C25	100.00'	7.39'	3.70'	7.39'	S 88°10'21" W	04°20'47"
C26	205.00'	15.53'	7.78'	15.53'	S 88°10'21" W	04°20'47"
C27	100.00'	37.00'	18.71'	36.79'	S 79°23'59" W	21°11'58"
C28	205.00'	75.85'	38.36'	75.42'	S 79°23'59" W	21°11'58"
C29	100.00'	37.00'	18.71'	36.79'	S 58°12'01" W	21°11'58"
C30	205.00'	75.85'	38.36'	75.42'	S 58°12'01" W	21°11'58"
C31	100.00'	37.00'	18.71'	36.79'	S 37°00'03" W	21°11'58"
C32	205.00'	75.85'	38.36'	75.42'	S 37°00'03" W	21°11'58"
C33	100.00'	37.00'	18.71'	36.79'	S 15°48'05" W	21°11'58"
C34	205.00'	78.92'	39.96'	78.44'	S 11°22'14" W	22°03'27"
C35	205.00'	2.93'	1.46'	2.93'	S 00°05'54" E	00°49'06"
C36	100.00'	2.93'	1.46'	2.93'	S 00°21'46" W	01°40'36"

LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°28'31" W	2.96'
L2	N 00°28'31" W	2.96'

LEGEND

■ = 4" x 4" CONCRETE MONUMENT SET WITH CAP MARKED "P.R.M. (PERMANENT REFERENCE MONUMENT)" OR "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR)" NUMBER 4081 (UNLESS OTHERWISE NOTED)

● = STEEL CAP SET MARKED "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR)" NUMBER 4081

D.E. = DRAINAGE EASEMENT

R/W = RIGHT OF WAY

(N.R.) = NON - RADIAL

— THIS PLAT PREPARED BY —

B.S.E. CONSULTANTS, INC.
CONSULTING, ENGINEERING, LAND SURVEYING
312 S. Harbor City Blvd., Suite 4, Melbourne, Florida (407) 725-3874

PLAT BOOK 37 PAGE 81
SHEET 3 OF 3
SECTION 31, TWP. 26 S., RANGE 37 E.

PEBBLE CREEK

SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST
CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	75.00'	118.54'	75.73'	106.58'	N 45°04'04" E	90°33'23"
C2	100.00'	158.05'	100.98'	142.11'	N 45°04'04" E	90°33'23"
C3	50.00'	79.03'	50.49'	71.05'	N 45°04'03" E	90°33'23"
C4	75.00'	117.08'	74.28'	105.55'	N 44°55'56" W	89°26'37"
C5	100.00'	156.11'	99.03'	140.73'	N 44°55'56" W	89°26'37"
C6	50.00'	78.05'	49.52'	70.37'	N 44°55'56" W	89°26'37"
C7	75.00'	118.54'	75.73'	106.58'	S 45°04'03" W	90°33'23"
C8	100.00'	158.05'	100.98'	142.11'	S 45°04'03" W	90°33'23"
C9	50.00'	79.03'	50.49'	71.05'	S 45°04'03" W	90°33'23"
C10	75.00'	116.74'	73.93'	105.30'	N 45°03'53" W	89°10'44"
C11	100.00'	155.65'	98.58'	140.40'	N 45°03'53" W	89°10'44"
C12	50.00'	77.82'	49.29'	70.20'	N 45°03'53" W	89°10'44"
C13	25.00'	39.63'	25.59'	35.61'	N 44°54'07" E	90°49'16"
C14	25.00'	38.91'	24.64'	35.10'	S 45°03'53" E	89°10'44"
C15	25.00'	39.51'	25.24'	35.53'	N 45°04'03" E	90°33'23"
C16	25.00'	39.03'	24.76'	35.19'	S 44°55'56" E	89°26'37"
C17	205.00'	319.08'	202.09'	287.83'	N 45°03'53" W	89°10'44"
C18	205.00'	324.00'	207.00'	291.32'	S 45°04'03" W	90°33'23"
C19	205.00'	324.00'	207.00'	291.32'	N 45°04'04" E	90°33'23"
C20	100.00'	21.68'	10.88'	21.63'	N 84°08'08" E	12°25'11"
C21	205.00'	44.44'	22.31'	44.35'	N 84°08'09" E	12°25'11"
C22	100.00'	37.00'	18.71'	36.79'	N 67°19'35" E	21°11'58"
C23	205.00'	75.85'	38.36'	75.42'	N 67°19'35" E	21°11'58"
C24	100.00'	37.00'	18.71'	36.79'	N 46°07'37" E	21°11'58"
C25	205.00'	75.85'	38.36'	75.42'	N 46°07'37" E	21°11'58"
C26	100.00'	37.00'	18.71'	36.79'	N 24°55'39" E	21°11'58"
C27	205.00'	75.85'	38.36'	75.42'	N 24°55'39" E	21°11'58"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C28	100.00'	25.37'	12.75'	25.30'	N 07°03'31" E	14°32'18"
C29	205.00'	52.02'	26.15'	51.88'	N 07°03'31" E	14°32'18"
C30	100.00'	8.11'	4.06'	8.11'	N 02°32'01" W	04°38'45"
C31	100.00'	37.00'	18.71'	36.79'	N 15°27'27" W	21°11'58"
C32	100.00'	37.00'	18.71'	36.79'	N 36°39'20" W	21°11'58"
C33	100.00'	37.00'	18.71'	36.79'	N 57°51'18" W	21°11'58"
C34	100.00'	37.00'	18.71'	36.79'	N 79°03'16" W	21°11'58"
C35	100.00'	10.05'	5.03'	10.05'	S 87°22'50" W	05°45'31"
C36	205.00'	20.60'	10.31'	20.60'	S 87°22'50" W	05°45'31"
C37	100.00'	37.00'	18.71'	36.79'	S 73°59'15" W	21°11'58"
C38	205.00'	75.85'	38.36'	75.42'	S 73°59'15" W	21°11'58"
C39	100.00'	37.00'	18.71'	36.79'	S 52°47'17" W	21°11'58"
C40	205.00'	75.85'	38.36'	75.42'	S 52°47'17" W	21°11'58"
C41	100.00'	37.00'	18.71'	36.79'	S 31°35'19" W	21°11'58"
C42	205.00'	75.85'	38.36'	75.42'	S 31°35'19" W	21°11'58"
C43	100.00'	36.03'	18.21'	35.83'	S 10°40'07" W	20°38'35"
C44	205.00'	73.86'	37.33'	73.46'	S 10°40'07" W	20°38'35"
C45	100.00'	0.97'	0.49'	0.97'	S 00°04'03" W	00°33'23"
C46	205.00'	1.99'	1.00'	1.99'	S 00°04'03" W	00°33'23"
C47	100.00'	43.29'	21.99'	42.96'	N 12°52'30" W	24°47'58"
C48	205.00'	88.73'	45.07'	88.04'	N 12°52'30" W	24°47'58"
C49	100.00'	40.00'	20.27'	39.73'	N 38°44'07" W	22°55'06"
C50	205.00'	82.00'	41.56'	81.45'	N 38°44'07" W	22°55'06"
C51	100.00'	40.00'	20.27'	39.73'	N 61°39'07" W	22°55'06"
C52	205.00'	82.00'	41.56'	81.45'	N 61°39'07" W	22°55'06"
C53	100.00'	32.38'	16.32'	32.22'	N 80°22'58" W	18°32'35"
C54	205.00'	66.35'	33.47'	66.06'	N 80°22'58" W	18°32'35"

WICKHAM FOREST – PHASE ONE PLAT BOOK 35, PAGES 94 & 95

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BEING South 00°20'44" East, ASSUMED.
2. "NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA."
3. THERE IS HEREBY RESERVED OVER AND ACROSS ALL LOTS OR TRACTS. A 12.5' WIDE PUBLIC UTILITY EASEMENT ABUTTING STREET RIGHTS-OF-WAYS (UNLESS OTHERWISE NOTED).
4. THERE IS HEREBY RESERVED A 10.0 FT. WIDE DRAINAGE EASEMENT OVER AND ACROSS THE FOLLOWING LOTS:
   BLOCK A: ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED;
   BLOCK B: ALONG ALL REAR LOT LINES AND/OR ADJACENT TO AND OUTSIDE OF THE EXTERIOR BORDER OF THE STORMWATER MANAGEMENT AND CONSERVATION EASEMENTS DEPICTED HEREIN, UNLESS OTHERWISE NOTED;
   AND ADJACENT TO AND ABUTTING NORTHERLY OF THE NORTH LINE OF THE UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREIN, UNLESS OTHERWISE NOTED.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH SERVICES SHAL INTERFERE WITH THE FACILITIES OF AN ELECTRIC, GAS, TELEPHONE OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
6. THE STORMWATER MANAGEMENT & CONSERVATION EASEMENTS, THE DRAINAGE AND UTILITY EASEMENTS, AND THE SIGN EASEMENT DEPICTED HEREIN, SHALL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.
7. TRACT A SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS HEREBY DEDICATED TO BREVARD COUNTY.
8. DECLARATION OF RESTRICTIONS APPLICABLE TO ALL LOTS IN THIS SUBDIVISION IS BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONCURRENTLY WITH THE RECORDATION OF THIS PLAT
9. UNLESS OTHERWISE NOTED, ALL LOT LINES ARE RADIAL.
10. TRACT B SHALL BE RESERVED FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DRAINAGE RETENTION AREA AND WILL BE MAINTAINED BY THE PEBBLE CREEK HOMEOWNERS ASSOCIATION.

LEGEND

■ = 4" x 4" CONCRETE MONUMENT SET WITH CAP MARKED "P.R.M. (PERMANENT REFERENCE MONUMENT)" OR "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR)" NUMBER 4081 (UNLESS OTHERWISE NOTED)

• = STEEL CAP SET MARKED "P.C.P. (PERMANENT CONTROL POINT)" & "P.L.S. (PROFESSIONAL LAND SURVEYOR)" NUMBER 4081

D.E. = DRAINAGE EASEMENT

R/W = RIGHT – OF – WAY

(N.R.) = NON – RADIAL

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 00°20'31" E	1.50'
L2	S 00°20'31" E	5.94'
L3	S 89°39'15" E	7.64'
L4	S 89°39'15" E	7.64'

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING, ENGINEERING, LAND SURVEYING
312 S. Harbor City Blvd. Suite 4, Melbourne, Florida (407) 725-3674

RECORDED & RETURNED
BREVARD CO., FL.

030604

CLERK, CIRCUIT COURT

91 JUL 17 AM 10:52

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Ray Niemi, Community Development Director
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

PGS. 16 # NAMES 2
TRUST FUND $ 2.50 BREVARD CO., FL
REC FEE 6.50 CLERK CIRCUIT CT.
FEE ST
INT TAX "C"
EXCISE TAX
SERV CHRG
REFUND

STORMWATER MAINTENANCE AGREEMENT

FOR

PEBBLE CREEK

THIS AGREEMENT is made this 17th day of JUNE, 1991, by CENTEX REAL ESTATE CORPORATION, a NEVADA Corporation, whose address is 1885 KNOX McRAE DRIVE, TITUSVILLE, FL 32780; the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, whose address is 1885 KNOX McRAE DRIVE, TITUSVILLE, FL

RECITALS:

WHEREAS, the Developer is desirous of voluntarily entering into this Agreement: i)because it will provide for an improved plan of development for The Properties; ii) to induce City approval of the proposed development of The Properties; and iii) to improve the marketability of the development proposed for The Properties;

WHEREAS, the City is desirous of entering into this Agreement, because it will promote the public health, safety, and welfare of the community;

WHEREAS, the Association is desirous of entering into this Agreement, because it will provide for benefits to each and all of the Lot Owners;

WHEREAS, the Developer warrants and guarantees unto the City that the Association, as of the date of execution hereof, is an active Florida corporation incorporated and in good standing with the office of the State of Florida, Secretary of State; and

WHEREAS, the Developer warrants and guarantees unto the City that all Owners of The Properties and all individuals or legal entities holding mortgages or other liens thereon have joined in and consented to this Agreement, and that said executed consents and joinders by all mortgage and security interest holders have been attached to this agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 DOLLARS ($10.00) and certain other good and diverse considerations, each to the other paid in hand, the sufficiency and receipt all of which be and the same is hereby acknowledged, the parties desiring to be legally bound hereby:

ARTICLE I
ACKNOWLEDGEMENTS

Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement, but the Owners of The Properties hereby authorize the City to withhold the issuance of a certificate of occupancy or building permit on any Lot on The Properties until such recital is made to be true and correct. Further, if any certificate of occupancy or building permit shall be withheld by the City as a result thereof, the Lot Owner(s), the Association, the owner of any portion of The Properties, and the Developer, their respective agents, contractors, subcontractors, assigns or successors waive any claim, objection, or manner of suit against the City for refusal to issue said certificate of occupancy or building permit.

ARTICLE II
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings;

(a) "Agreement" means and refers to this Stormwater Maintenance Agreement for PEBBLE CREEK as recorded in the Public Records of Brevard County, Florida, and as the same may be amended from time to time.

(b) "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association or the City as the case may be, all in pursuit of the responsibilities set forth in the agreement.

(c) "Association" means and refers to PEBBLE CREEK OF MELBOURNE HOMEOWNERS' Association, Inc., a Florida corporation not for profit.

(d) "City" means and refers to the City of Melbourne, Florida, a Florida municipal corporation.

(d) "Common Areas" means and refers to the property as shown on the Plat less the Lots and streets, rights-of-way, and alleys; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, masonry walls, walkways, entrances markers, signs, sprinkler systems and street lights, if any, but excluding any public utility installations thereon.

(f) "Developer" means and refers to CENTEX REAL ESTATE CORPORATION, a NEVADA corporation, and such of its successors and assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Brevard County, Florida. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Lot.

(g) "Lot" means and refers to any Lot on the Plat of portions of The Properties and any Lot shown upon any resubdivision of any such Plat.

(h) "Member" means and refers to all those Owners who are Members of the Association.

(i) "Operation," "Operate," or "Operated" when used in conjunction with the Stormwater Management System means and refers to the repair, painting, management, improvement, inspection, maintenance, deactivation, construction, renovation, operation, insurance, and replacement of, as well as the disconnection from or connection to the Stormwater Management System.

(j) "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

sk:swmn

(k) "Plans" means and refers to drainage and stormwater management plans, together with any attachments thereto and drainage calculations, for The Properties on file in the office of the City Clerk. The Plans were prepared by B.S.E. CONSULTANTS, INC. _____, consist of SIXTEEN (16) pages and were prepared under job/project number 89086, having been dated the 29th day of MARCH, 1991.

(l) "Plat" means and refers to the plat of PEBBLE CREEK Subdivision, as recorded in Plat Book 37, Page 79, Public Records of Brevard County, Florida, as replatted from time to time in whole or in part, together with any plat of additional land made subject to this Agreement.

(m) "The Properties" means and refers to all such existing real property as described in Article III of this Agreement.

(n) "Stormwater Management System" means and refers to all retention/detention ponds and areas as shown upon drainage and stormwater management plans (the "Plans"), together with all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, and valves. The Plans were prepared by B.S.E. CONSULTANTS, INC., and are on file in the office of the City Engineer. The Plans consist of SIXTEEN (16) pages and were prepared under job/project number 89086, dated the 29th day of MARCH, 1991.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Agreement is located in Brevard County, Florida, and is more particularly described on Exhibit "A," attached hereto and by this reference incorporated herein, all of which real property is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Agreement for the purpose of subjecting that portion of The Properties owned by each of them to this Agreement.

ARTICLE IV
STORMWATER SYSTEM MANAGEMENT RECREATIONAL FACILITIES

Section 1. Maintenance. The Association shall at all times maintain in good Operation and replace, as often as necessary, the Stormwater Management System, all such work to be done as specified in this Agreement. Maintenance of any lighting/electrical fixtures which are integral parts of the Stormwater Management System shall include and extend to payment for all electricity consumed in the operation thereof. Easements over, under, and across such Common Areas encompassing the Stormwater Management System are hereby reserved in favor of the Association and its designees to effect such Operation. All work pursuant to this Agreement and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Areas or Lots or abandonment of the right to use the Common Areas.

Section 2. Association to Maintain the Stormwater Management System. Tract B, all Stormwater Management Conservation and Drainage Easements, upon which the Stormwater Management System is situated, shall be open spaces without any structure being permitted therein, except for structures which are a part of the Stormwater Management System.

The Stormwater Management System shall be Operated, all in accordance with the standards, conditions, and requirements set forth on the Plans, and in the City Code of Ordinances, and in particular although not limited to the requirements of the City Code, which are incorporated herein by this reference, and the City Comprehensive Plan, which standards, conditions, and requirements shall constitute minimum standards for the Operation of the Stormwater Management system. At all times the Stormwater Management System shall be maintained in such a condition so that the Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the Plans and as set forth in City Stormwater Permit Number N/A

Section 3. City Easements. Perpetual, nonexclusive easements are reserved over, under, and across the Common Areas to the City, as may be required for the ingress to, egress from, entrance upon, Operation of the Stormwater Management System, as may be required to adequately serve The Properties, it being expressly agreed that the City upon making the entry shall restore the Common Areas upon which the Stormwater Management System are located to substantially the condition which existed prior to commencement of Operation of such Stormwater Management System. City fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 4. Ownership. As shown on the Plat, the Common Areas are hereby dedicated free and clear of all liens, non-exclusively to the Association for the benefit of and the joint and several use, in common, of the Owners of all Lots and to such Owners' tenants, guests and invitees.

Section 5. General. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land and, notwithstanding any other provisions of this Agreement, may be not substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE V
ASSOCATION COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Agreement or in any supplemental Agreement), for all Lots within The Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association, or the City as the case may be, Assessments or charges for the Operation of the Stormwater Management System, including such reasonable reserves as the Association may deem necessary, all such Assessments to be fixed, established and collected from time to time as herein

provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Said lien shall be subordinate to any first mortgage lien right or security interest recorded in the Public Records of Brevard County, Florida, after the date of recording of this Agreement.

Section 2. Purpose of Assessments. The Assessments provided for herein and levied by the Association or the City as the case may be shall be used exclusively for the Operation of the Stormwater Management System as required in Article IV, Sections 1, 2, and 3 of this Agreement.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Stormwater Management System as a result of misuse, negligence, or otherwise shall be directly liable to the Association, and a special Assessment may be levied by the Association, or the City as the case may be, therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.

Section 4. Stormwater Management System. If the Association has failed to maintain in good Operation, the Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required in Article IV hereof, then the City may but shall not be obligated to, after giving the Association thirty (30) days' written notice sent to the Association's last last known registered agent Operate that portion of the Stormwater Management System in need of said Operation. Said determination by the City to operate temporarily or permanently, any part or all of the Stormwater Management System shall be optional with the City, and the City shall be under no obligation to, either temporarily or permanently, Operate the Stormwater Management System, nor shall the City be liable for failing to Operate the Stormwater Management System. A determination by the City that the Stormwater Management System, or any portion thereof, is not being Operated in compliance with the Plans and other standards set forth in this Agreement shall be one subject to the sole and absolute judgement of the City. All costs and expenses of the City resulting from any Operation of the City of the Stormwater Management System shall be chargeable to and assessed by the City to the Association; provided that in the event the City is compelled to Operate the Stormwater Management System in accordance

herewith, the Association shall have thirty (30) days in which to pay the City's Assessment expenses and costs after the Association receives a bill therefor from the City. If the Association shall fail to pay to the City within said thirty (30) day period for the cost of providing said services, the City has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at the then highest lawful rate of interest and the costs and reasonable attorney's fees. The total cost of such services shall be pro-rated equally among all the Lots and shall constitute a lien against each Lot for its pro-rata share. Further, to assist in collection of the costs for such services, the City shall have the power of Assessment to the same extent as the Association as set forth in Article V, Section 5 hereof.

Section 5. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installments) shall be come delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Each Assessment against a Lot shall also be the personal obligation of the Owner at the time the Assessment fell due. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, and if such installment is not paid thereafter, it shall accrue interest at the highest rate of interest then permissible by law. Further, the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid or may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, and interest, and in the event a judgement is obtained, such judgement shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 6. Subordination of the Lien. The lien rights provided for in Article V of this Agreement shall be subordinate to the lien of any first mortgage or other security interest which is hereafter placed upon any Lot subject to Assessment. Any unpaid Assessment which cannot for any reason be collected as a lien against any Lot shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association.

ARTICLE VI
CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of The Properties.

Section 2. Opening Blank Walls; Removing Fences. The Association shall be required to maintain a masonry wall along not applicable / no wall roadway. No owner or Association, or agent or lessee of either of the foregoing, or other Person shall make or permit to be made any opening in said wall, except as may have been approved by the City, which approval may be denied or granted with conditions in the sole and absolute authority of the City.

Section 3. Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities, including but not limited to cable television, are reserved as shown on the recorded Plat covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will significantly interfere with or prevent the maintenance of utilities, including but not limited to cable television, without the approval of the City in its sole and absolute discretion. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The City, appropriate water and sewer authority, electric, gas, telephone, and cable television companies or governmental authorities, and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables

and conduits, under and through the utility easements as shown on the Plat. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Duration. This Agreement and the provisions hereof shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the City, the Developer, and the Association of any land subject to this Agreement, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the City has been recorded, agreeing to revoke said Agreement in part or in whole. Provided, however, that no such agreement to revoke shall be effective unless made and recorded at least three (3) days prior to the commencement of the first five (5) year period for which this Agreement is being terminated, either n part or in whole.

Section 2. Notice. Any notice to be sent to the Developer, the Association, or the City under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the said Developer, Association, or to the attention of the City Manager at the City. Any notice hereunder to be sent to any Lot Owner under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class u. S. mail, to the address of said Lot Owner as displayed on the most currently compiled ad valorem tax roll for Brevard County.

Section 3. Enforcement. Enforcement of this Agreement may be by the Association, the Developer, or the City and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages, and against the Lots to enforce any lien created by this Agreement; and failure to enforce any covenant or provision herein contained shall in no event be deemed n waiver of the right to do so thereafter. The City shall not be obligated or bound to enforce

any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. The covenants, easements, provisions, charges and liens of this Agreement may be amended, changed or added to at any time and from time to time upon the execution and recordation in the Public Records of Brevard County, Florida, of an instrument executed by the City and the Association. The consent and joinder of the Developer to any amendment to this Agreement shall be required for so long as the Developer shall own at least ten percent (10%) of the total number of Lots depicted upon the Plat. No amendment to this Agreement may be made which places additional duties, obligations, or responsibilities on any Lot or Lot Owner without the consent and joinder of said Lot Owner to the amendment. This Section 5 may not be amended.

Section 6. Effective Date. This Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon recordation in the Public Records of Brevard County, Florida.

Section 7. Conflict. This Agreement shall take precedence over conflicting provision in the Articles of Incorporation and By-Laws of the Association, any covenants and restrictions common to The Properties or the real estate subject to the Plat.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. In the event of an ambiguity or dispute as to the meaning of the wording of this Agreement, this Agreement shall be interpreted by the City Council and an opinion of counsel to the City rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of the Developer as Owner of The Properties, and all other Owners of portions of The Properties who have joined in the execution of this Agreement, affected hereby that this Agreement shall constitute covenants running with the land and with title to The Properties, or as equitable servitudes upon the land, as the case may be.

Section 11. Dissolution of Association. In the event of a permanent dissolution of the Association, the Owners shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the City. In no event shall the City be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but the City may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by ordinance adopted by the City Council of the City. Any successor to the Association, including the Lot Owners shall pursuant to this Agreement provide for the continued maintenance and upkeep of the Stormwater Management System, if any, and the Common Areas. Anything to the contrary herein not withstanding, this Section may not be amended without the written consent of the City.

Section 12. Indemnification of the City. The Association and each Lot Owner by acceptance of a deed therefor or currently existing, hereby agree to hold harmless and indemnify the City for any injuries to person or body (including death) or losses of or to property caused by the City, its agents or employees, as a result of any services provided by the City pursuant to this Agreement. The City is hereby granted the right and authority, but not the obligation, from time to time to require that the Association post liability insurance insuring the City as loss payee against suit or loss for injuries (including death) and property damage caused as a result of the City's providing

services hereunder, said insurance to be in such reasonable amounts and with such standard insurance companies licensed and approved to do business in the State of Florida by the appropriate State agency regulation the insurance industry. Said insurance shall be upon such reasonable terms and in such reasonable amounts as the City may require. Failure of the Association within thirty (30) days of notice to the Association to provide to the City proof that such insurance has been obtained shall entitle the City to purchase said insurance. The Association may be charged and shall pay said charge in the same manner as set forth in Article V of this Agreement. Failure of the Association to pay said charges within thirty (30) days after receipt of a bill from the City shall entitle the City to Assess each Lot and place a lien against each Lot, all as provided in Article V.

Section 13. Recordation. The Developer hereby agrees to pay for any costs of recordation of this Agreement in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City for filing in its records.

Executed as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

George Jalovecky
GEORGE JALOVECKY

Sharon R. Godfrey
SHARON R. GODFREY

(CORPORATE SEAL)

L. Diane Perel
L. DIANE PEREL

Timothy C. Jeffers
TIMOTHY C. JEFFERS

DEVELOPER:
CENTEX REAL ESTATE CORPORATION

By: Patrick P. Gallo
PATRICK P. GALLO, its
Div.-President

ASSOCIATION:
PEBBLE CREEK OF MELBOURNE
HOMEOWNERS' ASSOCIATION, INC.

By: Patrick P. Gallo
PATRICK P. GALLO, its
-President

sk:swma

(CORPORATE SEAL)

Catherine L. Baker
Catherine L. Baker

Cathleen A. Wysor
Cathleen A. Wysor

CITY:
CITY OF MELBOURNE

By: _____
_____, its
City Manager

ATTEST:
Zella M. Gaston

STATE OF FLORIDA)
)SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledge before me this 17th day of JUNE, 1991, by PATRICK P. GALLO as Division-President of CENTEX REAL ESTATE CORPORATION, a NEVADA corporation, on behalf of the corporation.

Notary Public
State of Florida at Largo
My commission expires:

MY COMMISSION EXPIRES
August 20, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA)
)SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me, this 17th day of JUNE, 1991, by PATRICK P. GALLO as _____-President of PEBBLE CREEK OF MELBOURNE HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation, on behalf of the corporation.

Notary Public
State of Florida at Large
My commission expires:

MY COMMISSION EXPIRES
August 20, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

sk:swma

STATE OF FLORIDA)
)SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me, this 11th day of July, 1991, by William R. Harper, Assistant City Manager of the City of Melbourne, Florida, a Florida municipal corporation, on behalf of the corporation.

Catherine L. Baker
blic Catherine L. Baker
Florida at Large
ssion expires:

Notary Public, State of Florida
My Commission Expires Dec. 30, 1992
Bonded Thru Troy Fain-Insurance Inc.

sk:swma

BK3137PG4610

UNSUITABLE FOR MICROFILM

E X H I B I T "A"

Surveyor's Description

A parcel of land lying in Section 31, Township 26 South, Range 37 East, Brevard County, Florida.

Commence at the Northwest corner of said Section 31, thence run South 00°28'44" East along the West line of said Section 31 a distance of 1462.20 feet; thence South 89°39'15" East a distance of 100.00 feet to the easterly right-of-way of Wickham Road (150 feet wide) and the POINT OF BEGINNING; thence South 89°39'15" East a distance of 2551.11 feet to the intersection with the west line of the Northeast 1/4 of Section 31 and the west line of Tract A of Wickham Forest Phase Three as recorded in Plat Book 36, Pages 61 and 62; thence South 00°12'38" East with and along the west line of the Northeast 1/4 of Section 31 and the west line of said Tract A for a distance of 581.04 feet to the intersection with the north line of Wickham Forest, Phase One as recorded in Plat Book 35, Page 94 and 95 of the Public Records of Brevard County, Florida; thence North 89°44'15" West with the north line of said Wickham Forest, Phase One and the westerly extension of said north line for a distance of 2198.34 feet; thence North 00°28'31" West for a distance of 516.22 feet leaving the north line of said Wickham Forest, Phase One to a point on a curve of a 50.00 foot radius curve; continue along the arc through a central angle of 50°19'15", said curve being subtended by a chord which bears North 64°29'38" West for a chord distance of 42.52 feet to the point of tangency; thence North 89°39'15" West for a distance of 311.81 feet to the intersection with the aforementioned easterly line of Wickham Road (150 foot right-of-way); thence North 00°28'44" West with and along said easterly line of Wickham Road a distance of 50.01 feet to the POINT OF BEGINNING.

Containing therein 29.83 acres, more or less.

ORDINANCE NO. 92-15

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, VACATING THE 10-FOOT DRAINAGE EASEMENTS LOCATED IN LOTS 7 THROUGH 22, BLOCK A; AND LOTS 56 THROUGH 74, BLOCK B, ALL IN PEBBLE CREEK SUBDIVISION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. A&V #133

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The 10-foot drainage easements located in Lots 7 through 22, Block A; and Lots 56 through 74, Block B, all in Pebble Creek Subdivision, as recorded in Plat Book 37, Page 79 of the Public Records of Brevard County, Florida, are hereby vacated.

SECTION 2. All Ordinances or parts of Ordinances not specifically in conflict herewith are hereby continued in full force and effect.

SECTION 3. This Ordinance shall become in full force and effect in accordance with the Charter of the City of Melbourne, Brevard County, Florida.

SECTION 4. This Ordinance was passed on the first reading at a regular meeting of the City Council on the 24th day of March, 1992, and passed on the second/final reading at a regular meeting of the City Council on the 14th day of April, 1992.

BY: Joe Mullins
Mayor, City of Melbourne

ATTEST:

Zella M. Easton, CMC/AAE
City Clerk

Ordinance No. 92-15 advertised April 4 for second reading.

STATE
COU
CIT
BY:
Cathleen A. Wysor
Deputy City Clerk

OFFICE OF CITY CLERK
CITY OF MELBOURNE
900 East Strawbridge Ave
Melbourne, Florida 32901

PGS. 5
TRUST FUND $ 5.00
REC FEE 17.00
DOC ST
INT TAX "C"
EXCISE TAX
SERV CHRG
REFUND

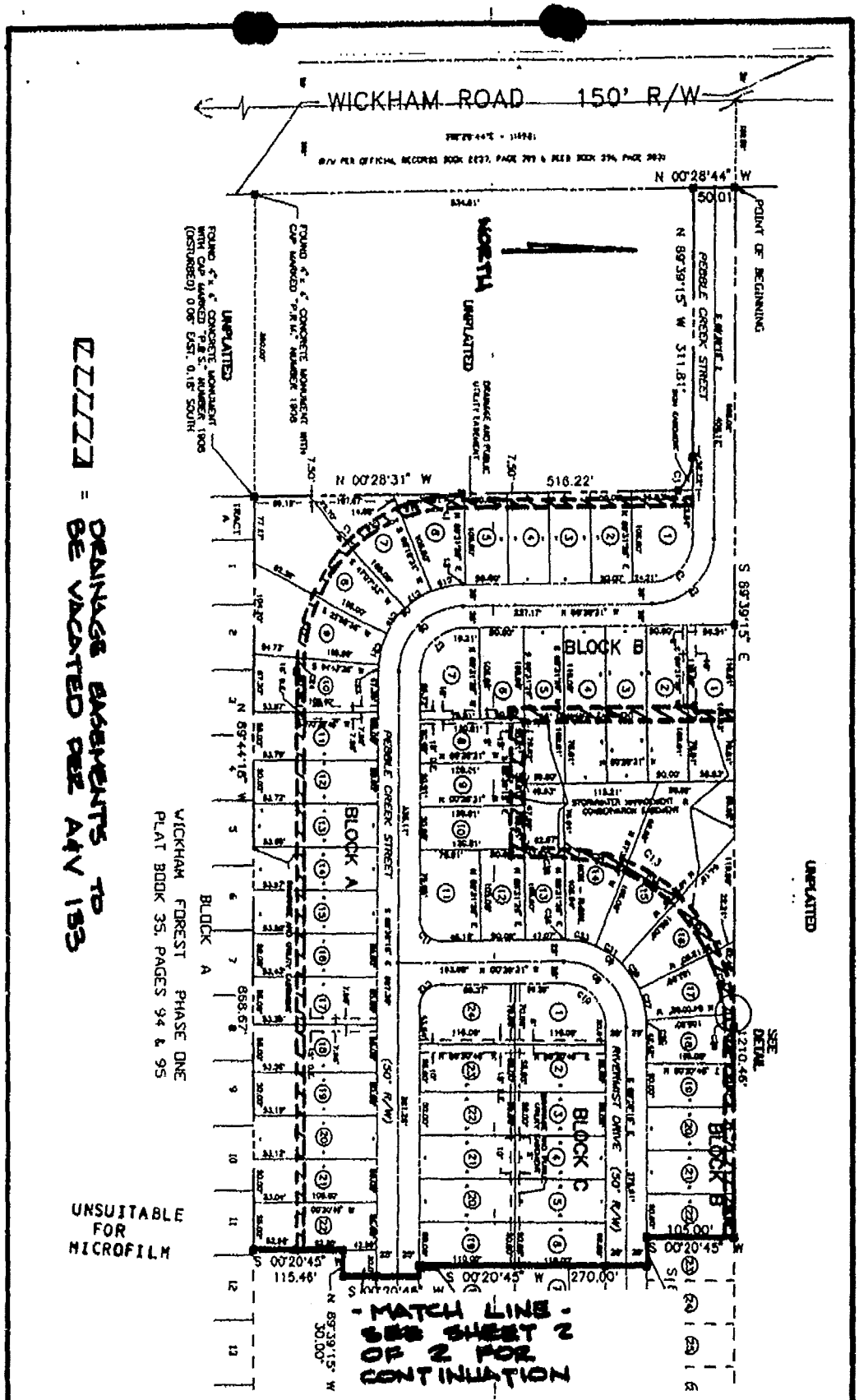
NAMES 2
BREVARD CO., FL
CLERK CIRCUIT CT.

RECORDED AND VERIFIED

BK3159PG2013

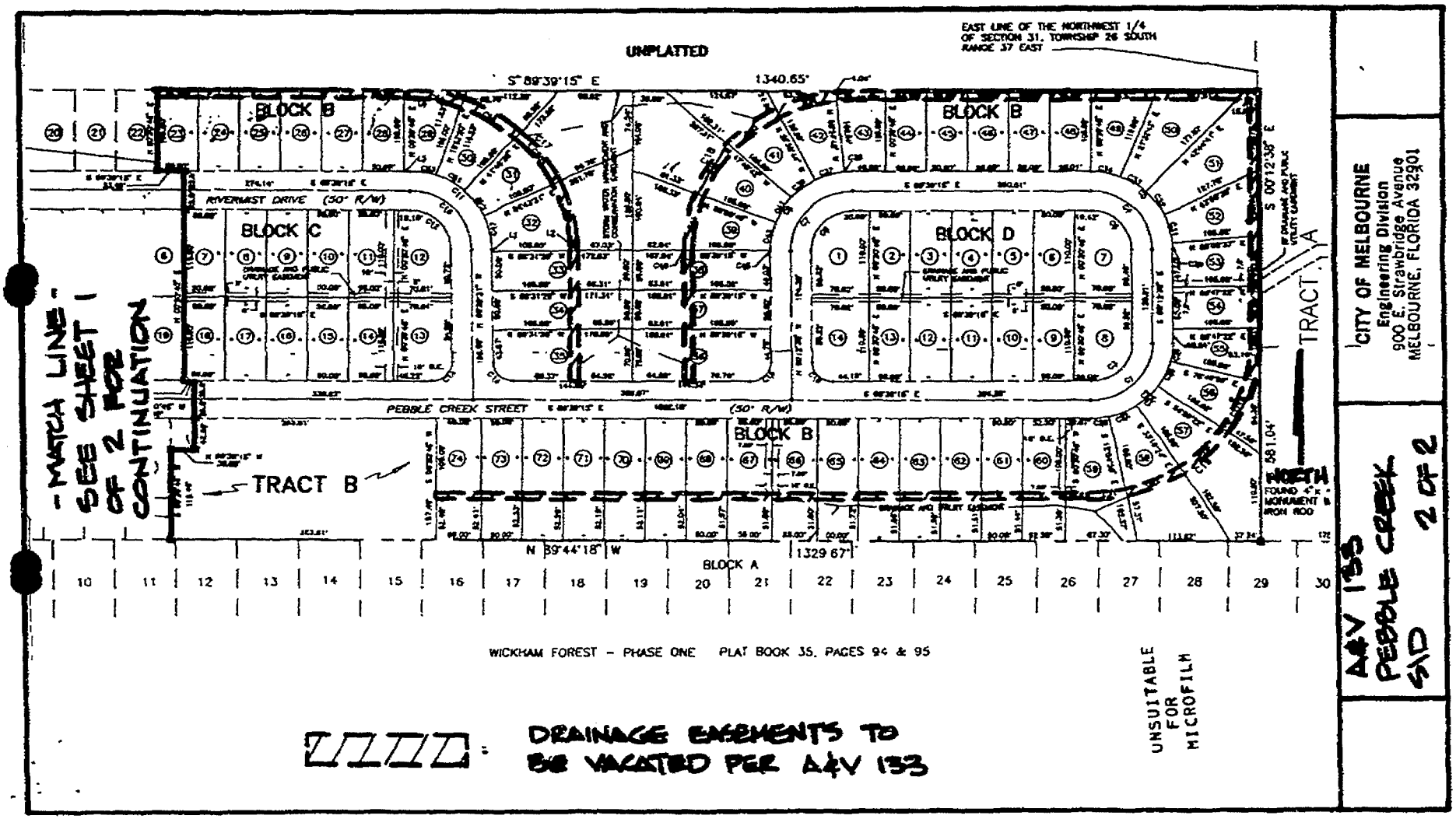
92 MAY -1 PM 3:07

17113



	A4V 133 PEBBLE CREEK S/D 1 OF 2	**CITY OF MELBOURNE** Engineering Division 900 E. Strawbridge Avenue MELBOURNE, FLORIDA 32901

BK3193:02014



BK3196 PG2015

CA[illegible]E PUBLICATIONS, IN[illegible]

City Clerk A and V #133

The Times
Published Weekly on Wednesday

THE TRIBUNE
Published Weekly on Wednesday

STAR-ADVOCATE
Published Weekly on Wednesday

FLORIDA TODAY

Published Daily

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared **Sandra N. Thomas** who on oath says that he/she is **Legal Advertising Clerk** of the **FLORIDA TODAY**, a newspaper published in Brevard County, Florida; that the attached copy of advertising being a Legal Notice

In the matter of A&V #133

in the [illegible] Court

$52.80

was published in the **FLORIDA TODAY NEWSPAPER** in the issues of MARCH 10, 1992

[redacted]

Affiant further says that the said **FLORIDA TODAY NEWSPAPER** is a newspaper published in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida regularly as stated above, and has been entered as second class mail matter at the post office in **COCOA**, said Brevard County, Florida for a period of one year next preceeding the first publication of the attached copy of advertisement, and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sandra Thomas

Sworn and subscribed to before me this

10 day of MARCH A.D., 19[illegible]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 29, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BK3198PG2016

CAPE PUBLICATIONS, INC.

City Clerk

The Times
Published Weekly on Wednesday

THE TRIBUNE
Published Weekly on Wednesday

STAR-ADVOCATE
Published Weekly on Wednesday

FLORIDA TODAY
Published Daily

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared **Sandra N. Thomas** who on oath says that he/she is **Legal Advertising Clerk** of the **FLORIDA TODAY**, a newspaper published in Brevard County, Florida; that the attached copy of advertising being a Legal Notice in the matter of Ordinance No. 92-15 in the Court

$32.36

was published in the **FLORIDA TODAY NEWSPAPER** in the issues of APRIL 21, 1992

Affiant further says that the said **FLORIDA TODAY NEWSPAPER** is a newspaper published in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida regularly as stated above, and has been entered as second class mail matter at the post office in **COCOA**, said Brevard County, Florida for a period of one year next preceeding the first publication of the attached copy of advertisement, and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sandi Thomas

Sworn and subscribed to before me this

21 day of APRIL A.D., 19 92

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES: JULY 29, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BK3198PG2017