

KEEP THIS DOCUMENT IN A SAFE PLACE IN YOUR HOME

Dear Member,

Enclosed is your copy of the recently approved Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Lansing Ridge Homeowners Association. This document is the same as the composite Declaration which the association members recently voted on with the special features removed and the stricken language removed. The document is in effect at this time, having been approved by more than 67% of the membership, and having been recorded in the official records of Brevard County on 24 August 2004.

Please put this document in a safe place, but where you can easily refer to it when you plan to make any changes to the outward appearance of your home or lot. Painting or remodeling or construction of any kind that involves changing the outside of your home or major landscaping including the removal or addition of large trees are occasions for which you may need to refer to the Declaration. Fill out an Architectural Review Committee form (in duplicate, please), and submit the forms to the Review Committee for approval well before the date you plan to start the work.

If you plan to rent/lease your home, a provision of the Declaration requires that you make adherence to the terms of the Declaration by the renter/lessee a condition in the rental/lease agreement. You must also put a copy of the Declaration in the hands of the renter/lessee. You should keep your copy of the Declaration with you when you are absent from your Lansing Ridge property in case you need to refer to it.

As you read through the Declaration and find things you do not agree with, in principle, make note of these things and be ready to participate the next time we have a committee to consider amendments to the Declaration. All recommendations we may receive will be kept and considered in time. Spelling, punctuation, capitalization and obvious typos that several members have pointed out to us have been implemented in this printing.

The Board of Directors, Lansing Ridge Homeowners Association

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANSING RIDGE HOMEOWNERS ASSOCIATION INC.**

WHEREAS, on November 2, 1990, Lansing Ridge Development Co., Inc., as Declarant, Caused to be recorded in Official Record Book 3091, at Page 2532, of the Public Records of Brevard County, Florida, that certain Declaration of Covenants, Conditions and Restrictions (hereinafter, the "Declaration") for the property described therein as Lansing Ridge Subdivision and more particularly described in Appendix "A" attached hereto; and

WHEREAS, the Declarant no longer owns any lots in the Lansing Ridge Subdivision.

WHEREAS, in accordance with the provisions of Article VI, Section 3 of the Declaration, the Declarant adopted and recorded a First, Second, Third, and Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions, which Amendments were recorded in Official Record Book 3103 at page 4874 through 4876; Official Record Book 3126 at page 3594 through 3595; Official Record Book 3200 at page 2242 through 2243; and official Record Book 3360 at page 2930 through 2931, respectively, all of the Public Records of Brevard County, Florida.

WHEREAS, Article VI, Section 3 of the Declaration provides in pertinent part:

"Section 3. Duration, Modification, and Amendment

Except as the same may be changed, modified, or amended, as provided for hereafter 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, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the Lots it is agreed to amend or rescind said Declaration in whole or in part.

So long as Declarant owns one or more lots, within the subject subdivision properties, the Declarant may change, modify, or amend any provision of this Declaration, in whole or in part, by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida. However, this provision shall not be applicable with regard to any amendment that in any manner would adversely affect the City of Melbourne without written consent of the City. At any time after the Declarant no longer owns any lot or lots within said subdivision properties, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of the lands and properties described hereinabove, and each lot herein contained, may be waived, abandoned and terminated, modified, altered or changed as to all of the subdivision properties or any portion thereof, upon and with the written consent of the owners of sixty-seven percent (67%) or more of the lots in the subdivision. No such waiver, abandonment, termination, modification or

Scott Ellis

Clerk Of Courts, Brevard County

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Trust: 13.50 Rec: 209.00 Serv: 0.00
Duty: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

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alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida."

and

WHEREAS, pursuant to the authorization in Article VI, Section 3 of the Declaration, the requisite number of lot owners, through a vote conducted by the Lansing Ridge Homeowners Association, has approved a comprehensive amendment to the Declaration adopting certain substantive changes and eliminating references to the Declarant for clarity; and

WHEREAS, the Owners wish to record those amendments in the form of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, the Owners of Lansing Ridge Subdivision, by and through the Lansing Ridge Homeowners Association, hereby amend and restate the Declaration of Covenants, Conditions and Restrictions as Follows:

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
LANSING RIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made as of the date hereinafter set forth by LANSING RIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Declarant", including its successors and assigns to whom the rights of the Declarant have been assigned.

WITNESSETH:

WHEREAS, the Declarant is a not for profit Homeowners Association made up of owners in the Lansing Ridge Subdivision, Phase 1A, Phase 1B, Phase II and Phase III, more particularly known as:

LANSING RIDGE SUBDIVISION - PHASE 1 A

as per Plat thereof recorded in Plat Book 37, Page(s) 36 - 37, Public records of Brevard County, Florida and further described in the First Amendment to the Declaration recorded in OFFICIAL RECORD BOOK 3103, at Page 4876, Public Records of Brevard County, Florida, together with



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LANSING RIDGE SUBDIVISION - PHASE 1 B

as per Plat thereof recorded in Plat Book 37 , Pages(s) 68 - 69 , public records of Brevard County, Florida and further described in the Second amendment to the Declaration recorded in OFFICIAL RECORD BOOK 3126, at page 3595, Public Records of Brevard County, Florida, together with

LANSING RIDGE SUBDIVISION - PHASE II

as per Plat thereof recorded in Plat Book 38 , Page(s) 19 - 20 , Public records of Brevard County, Florida together with

LANSING RIDGE SUBDIVISION - PHASE III

as per Plat thereof recorded in Plat Book 37 , Page(s) 94 , 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 accrue to the benefit of each owner thereof.

Upon the recordation of this Declaration of Covenants, Conditions and Restrictions for Lansing Ridge Subdivision, the Lansing Ridge Homeowners Association shall have as members all Owners of Lots in Lansing Ridge Subdivision, as described herein, and the Properties shall be subject to the jurisdiction of the said Association, as provided in this Declaration of Covenants, Conditions and Restrictions for Lansing Ridge, and by the terms of the Articles of Incorporation, and By-Laws of the Association, as amended from time to time.

DEFINITIONS

Section 1.

"Homeowners Association" and "Property Owners Association" shall both mean and refer to "LANSING RIDGE HOMEOWNERS ASSOCIATION, INC." a non-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Section 2.

"Owner" shall mean and refer to the record owners, 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 LANSING RIDGE Subdivision Phase 1A, Phase 1B, Phase II & Phase III, as further described hereinabove, and such additional property as may be brought within the jurisdiction of the Association and as may be submitted to the easements, covenants, and conditions and restrictions hereby imposed.

Section 4.

"Landscape Buffer" shall mean all subdivision walls erected or landscaping planted to create a visual barrier, by the developer, his successor(s) in interest or the Homeowners Association, (including the improvements thereto).

Section 5.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Areas.

Section 6.

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment thereof.

Section 7.

"Declarant" shall mean and refer to LANSING RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 8.

"Lansing Ridge Subdivision", a residential community, is a portion of a legal subdivision of the City of Melbourne, Brevard County, Florida, and comprised of 244 lots.

Section 9.

"Surface Water or Storm water 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, over drainage, 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 I
Architectural Control Review Committee

Section 1. Review Committee

There shall exist a Review Committee (hereinafter referred to as "Committee") which shall consist of five (5) members, appointed by the Board of Directors of the Homeowners Association, all being residents of Brevard County, Florida. The Committee may designate a representative to act for it, which representative need not be a member of the Committee. The designation of said representative shall be in writing and signed on behalf of the committee by a majority of its members. All members of the Committee, or its designated representatives, can serve one (1) year terms once appointed. All recommendations of the committee are subject to review by the Board of Directors; approvals of plans and specifications are not final and valid until written consent is given by the Board.

Section 2. Construction Plan Review

No dwelling, building, or structure of any kind shall be constructed, erected, placed, or altered on any Lot or in any part of the subdivision, nor shall any modifications, additions or alterations be made to the exterior of the home until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to, and approved by the Committee. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of the City of Melbourne, County of Brevard, State of Florida, in effect at the time of such proposed construction or alteration. The approval or disapproval of plans, specifications, and location by the Committee shall be based on reasonable grounds including purely aesthetic reasons, which shall be at the discretion of the Committee, and as may be deemed sufficient. With respect to approval of builder or contractor, the Committee reserves the right, in its sole discretion (based upon reasonable grounds), to approve same. Detailed and scaled sketches, including location sketches, shall be submitted by the Lot Owner to the committee for any construction, improvements, additions, or alterations which may be sought to be erected or placed on any Lot at least forty-five (45) days prior to the date that approval thereof is required.

Plans and specifications in regards to topography and finished grade elevation must also be reviewed and approved by the Committee prior to the commencement of any excavation works, or prior to the commencement of any activity which will alter the natural and existing contour of the land.

The Committee shall provide Lot owners with a written instrument acknowledging receipt of any evidence, instrument, or drawing required by this paragraph, indicating thereon the date and time such evidence, instrument or drawing is received by the Committee. Two sets of plans and specifications shall be submitted to the Committee with all alterations including but not limited to site plan, tree survey, landscape plan, exterior elevations, paint colors, shingle samples, exterior materials samples, and descriptions. The Committee shall notify the Lot Owner, in writing, within forty-five (45) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. All approvals by the Committee intended to be relied upon by a Lot Owner, his

agents or servants, and whether relating to the provisions of this paragraph or any other covenant contained in this Declaration, must be in writing and signed or initialed by a member of the Committee or the Committee's designated representative and by a member of the Board of Directors of the Homeowners Association.

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable.

Section 3. Clearing

Prior to any construction, the Committee will be furnished a tree survey showing the location and type of all trees over 4" in diameter. This survey shall also show types and general locations of existing vegetation. An overlay will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed. It is the intent of the Committee to maintain as much of the natural wooded character of each lot as reasonably possible. Existing trees and vegetation are to be preserved when possible and incorporated in the final landscaping plan. All areas not left in their natural state and that are cleared shall be sodded or replanted.

If any unauthorized clearing takes place on any Lot, restoration of said Lot to its original condition must be made. The restoration plans as to location of plant material, size, and type must be submitted to the Committee for approval. Any Lot that has been cleared without written authorization of the Committee and fails to be restored within thirty (30) days of receipt of written notice from the Committee, the Owner agrees that the Committee shall, if it so decides, make such restoration; the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as if it were a lien imposed by a person improving the property in direct contract with the Owner as provided in chapter 713 of Florida Statutes.

Section 4. Landscaping

All landscaping must conform to all codes and requirements of the City of Melbourne.

No existing living tree greater than four (4) inches caliper, measuring three (3) feet above the ground, shall be removed from any Lot for any reason except disease, or damage due to natural disaster, or unless said tree endangers the house in storm conditions.

A minimum of five (5) native trees, two (2) of which must be live or laurel oak are required to be planted for each residence. Three (3) of those trees must be planted in the front set back area of each residence. These trees shall be a minimum of six (6) feet in height and have a drip line of a minimum of three (3) feet. The trees shall remain perpetually on each lot. In the event they die either by disease, neglect, or for any other reason, they shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Homeowners Association and/or City of Melbourne, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by



the Committee for existing native trees that are used in the final landscaping plan of each residence. All lots shall be fully sodded.

Section 5. Roofs, Shingles, Material, and Exterior Elevations

No primary portion of straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

The Committee must approve the type, color, and style of all shingle and roof covering materials. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character, or in keeping with the standards of the subdivision.

Section 6. Exterior Covering, Siding and Paint

There shall be no artificial brick or stone, aluminum, vinyl or other siding materials used on the exterior of the building or other structures without first receiving written approval of the Committee as to the type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision. No more than one (1) paint color may be used for the body of each residence, and no more than two (2) accent trim colors. Paint colors must be submitted for approval prior to being applied to any residence. Failure to receive approval may result in repainting at owners expense. A written request must be submitted thirty (30) days prior to repainting and the Review Committee must respond within forty-five (45) days. No painting should be done prior to approval.

Section 7. Garage Doors

All new or replaced garage doors shall be of materials and construction standards approved by the city and county at the time of installation and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

Section 8. Dwelling Size

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,150 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two (2) cars. No carports shall be permitted.



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Section 9. Building Location

No building, other than that allowed by City Code, shall be located on any Lot nearer than 20 feet to the front Lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7 ½ feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of the covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

For all Lots along Royal Poinciana Blvd., as listed (Lots 40 thru 61, Block D and Lots 53 thru 57, Block E): No building, other than that allowed by City Code, shall be located on any Lot nearer than 35 feet to the front Lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

Section 10. Post Lights

Each residence constructed shall have the option to install and maintain an electric or gas exterior post light in the front set back area. If elected to be installed, the type, color and location of the post light must be approved by the Review Committee prior to installation.

Section 11. House Numbers and Mail Boxes

All house numbers installed on each residence and/or mail boxes are to be contrasting with the background in color and appearance. The location of house numbers shall be as uniform as possible on each residence. All mail boxes should conform to the U S Postal regulations. All mail boxes and house numbers are required to be installed prior to occupancy of the residence.

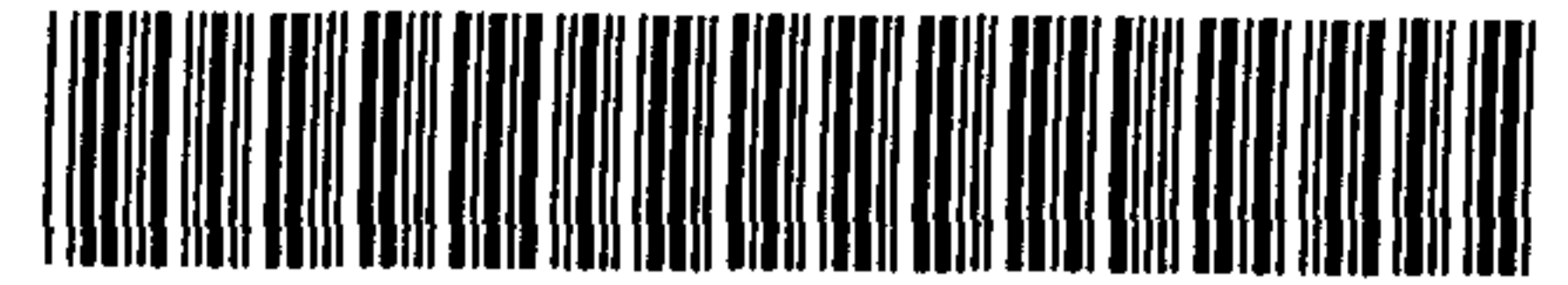
Section 12. Flag Poles

All free standing flag poles must be of aluminum, or of a material with equal or better strength and rust resistance. The pole must be 15 feet high or less and not more than 3 inches in diameter with suitable anchoring material. The flag recommended for the 15 foot pole is a standard 3 ½ foot wide, all-weather, American flag. Only the United States flag and/or the state flag of Florida shall be flown. When both are flown, the U.S. flag shall be above the state flag. Proper flag etiquette should be observed.



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ARTICLE II
General Restrictions - Use and Occupancy

Section 1. General Prohibition

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Review Committee.

Section 2. Only Residential Purposes

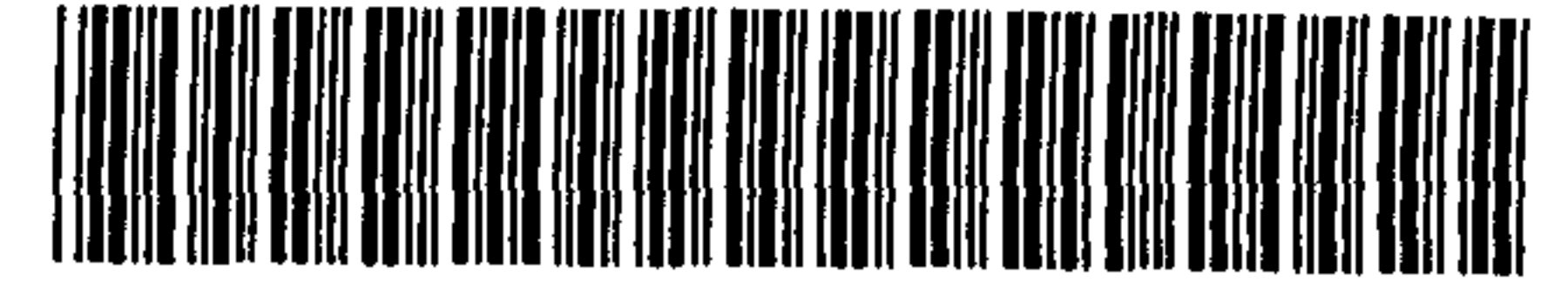
No Lot shall be used in whole or in part for anything other than residential purposes. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties. Exemptions will be granted by the Board of Directors for home-based businesses that have been licensed by the City of Melbourne. To obtain an exemption, the business owner must submit to the Board copies of the license granted by the City of Melbourne, and the "HOME OCCUPATIONAL LICENSE STIPULATION". The exemption will be granted based on continuing compliance with the stipulations accepted by the business owner. The owner must notify the Association if the business license is revoked or not renewed. Application forms for a business license are available at the Melbourne revenue office. Businesses operating without a license will not be granted an exemption.

Section 3. Single-Family Residential Use

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size without the express written consent of the Homeowners Association's Board of Directors.

**Section 5. Occupancy Before Completion**

No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.

Section 6. Maintenance and Repair

All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Cleaning, painting and/or replacement of roof coverings, wall, windows, fences or any visible thing on the property that becomes dirty, stained, discolored, damaged or obviously deteriorated shall be done in a timely manner. The owner should begin repairs, cleaning, painting or replacement within fifteen days of recognizing the problem, or being notified by the Association that work needs to be done to improve appearances.

Washing the roof material, roof overhang, walls, doors or fences to remove fungus stains or discoloration from any source can be done at any time without approval from the Review Committee. Shingle replacement (less than a square) with matching shingles and other minor repairs can also be done without approval. Likewise, touch-up painting with the same color to restore appearance can be done without Committee approval. Whole house painting or any change in color for any painting done requires Review Committee approval. Also, any whole roof covering replacement or other major repair work requires approval by the Committee. See Article I, section 5 and 6. Obtain a form from any Committee or Board member to describe the work to be done. Also see Article V, section 11.

Section 7. Completion of Construction

All exterior construction, paint and stain finish, and landscaping for which plans and specifications are required herein to be submitted to the review Committee for approval must be completed within six (6) months from the date of written approval for said approval to remain in force and effect. The Board of Directors may grant a greater period of time to complete said construction or may grant an extension of said six month period.

Section 8. No Temporary Buildings

No tent, shack, trailer, house trailer, basement, garage or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted at any time, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales and after receipt of written approval from the Board of Directors.

**Section 9. Grounds and Yard Maintenance**

(a) Grass, hedges, shrubs, vines, trees and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, grass and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within two (2) months for the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type

(a) No fence, wall hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the grounds upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without written consent and approval of the Homeowners Association Board of Directors.

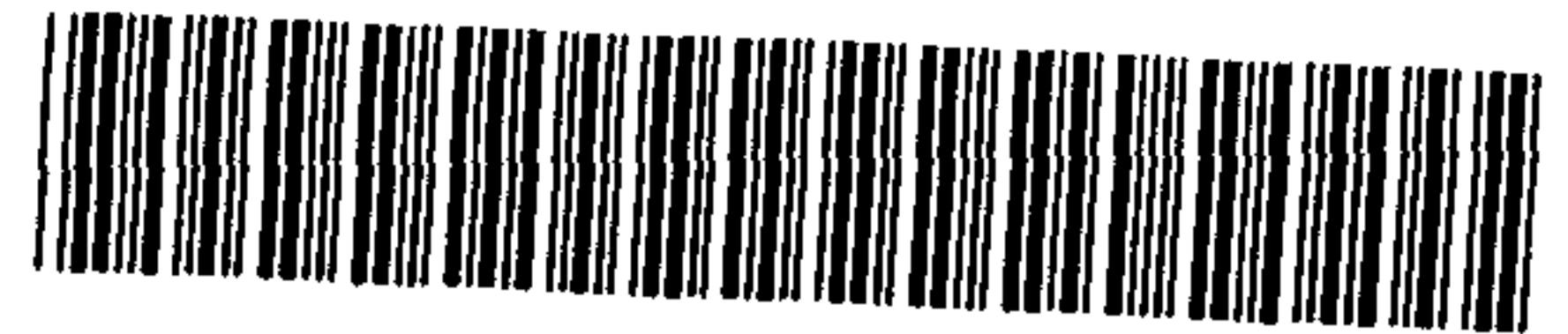
(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the grounds upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(c) Wire, chain link, or cyclone style of fencing is prohibited.

(d) All back and side yard fences must be in conformance with all City Codes and setback requirements. In no case shall any fence extend beyond the front building line of any residence. Front yards will not be fenced.

Section 11. Animals, Birds and Fowl

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any parcel. In the event of disputes as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Homeowners Association's Board of Directors shall control. When walking dogs, you must maintain them on a leash and clean up after them.

**Section 12. Laundry**

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures

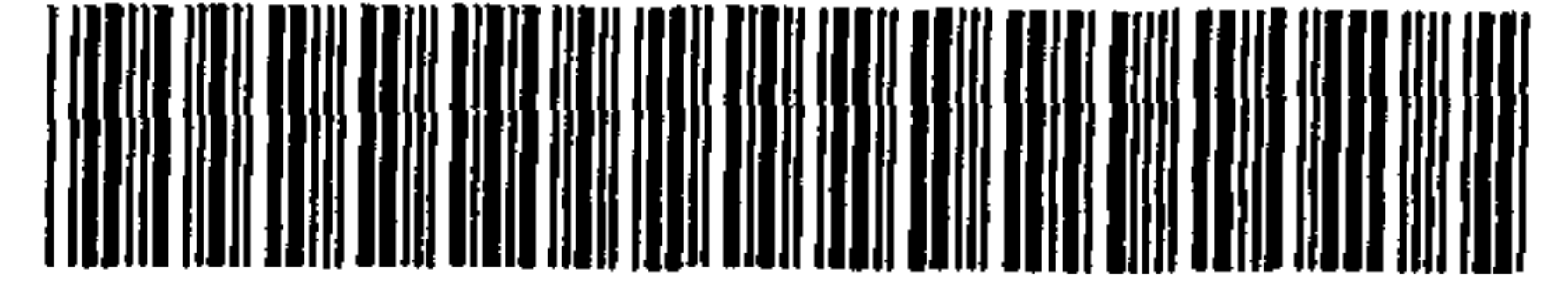
No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 14. Parking

The parking of commercial vehicles, which description shall include trucks (larger than a pickup truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises or on the public streets of said subdivision is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon the property in a way so as not to be visible from any street or residence or in a closed garage. Trailers, RV's, campers and similar units may not be regularly occupied or used for sleeping accommodations while stored on the property. Inoperable vehicles or vehicles under repair may only be placed or stored upon the property in a closed garage. Parking on the front and side grass or blocking the sidewalk of any residence is prohibited.

Section 15. Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot.

**Section 16. Excavations**

No excavations for stone, gravel, dirt or earth will be made on any portion of the Properties, except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications of said excavations have been approved by the Homeowners Association Board of Directors.

Section 17. Signs

Except as otherwise permitted by the Homeowners Association Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than six (6) feet above ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold.

Political signs are permitted and shall be limited to one (1) sign per Lot or Living unit and must be the same or lesser size as "for rent" or "for sale" signs. All political signs must be removed immediately following the election.

Section 18. Refuse

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on the curb for pickup of any Lot for more than 48 hours prior to pickup, unless otherwise approved by the Homeowners Association Board of Directors. All trash and recycle bins should not block the sidewalk or be placed on the street, and should be removed within twenty-four (24) hours after pickup. Any debris remaining after pickup is the responsibility of the Lot owner and should be removed within twenty-four (24) hours. All trash and recycle bins should not be stored in front of the home and should not be visible from any street.

Section 19. Nuisances

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No loud or excessive disturbing noises, including music, shall be permitted on any Lot and sound levels must be in compliance with the City Codes and Ordinances.

Section 20. Preservation and Maintenance of Slopes, Banks and Swales

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope, swale, easement or preservation area without first obtaining written approval from the Homeowners Association Board of Directors. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted which may substantially impair the stability or the character of drainage in said area.

**Section 21. Wells**

No water wells shall be dug on any Lot or on the Properties except for the purpose of irrigation of landscaping.

Section 22. Open Burning

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and performed between 9:00 A.M. and one hour before sunset, and when the approval of the appropriate regulatory agency, Forestry Department, or successor organizations has previously been received.

(b) Open burning to reduce solid waste in occupied residential premises is not permitted.

Section 23. Swimming Pools

Swimming pools may be constructed on any Lot with the approval of the location and material by the Review Committee provided that access to them from the Lot is controlled from all directions by fencing and/or screening and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only of the in-ground type. The pool deck shall be no higher than two inches (2") below the grade level of the first floor house pad.

Section 24. Right to Inspect

The Homeowners Association Board of Directors may at any reasonable time or times during periods of construction or alterations and within thirty (30) days thereafter enter upon and externally inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennas and Aerials

No exterior antennas or aerials shall be placed upon residences at a height greater than ten (10) feet above the highest point of the roof. Anything more than twenty-four (24) inches in diameter is prohibited. Any earth satellite signal reception equipment shall be placed on the side or the rear of the property, unless deemed necessary and shall not be visible from any street and shall be screened from other property within the subdivision. All other antennas must be approved by the Review Committee.



Section 26. Games and Play Apparatus

All games and play apparatus remaining outdoors for more than three (3) days shall be located at the rear or side of the dwelling, a minimum of 7.5 feet from the side/rear property line and behind the rear building line of the dwelling so as to not be visible from any street. The Committee may make exceptions and permit basketball back boards or similar play apparatus visible from any street. Basketball apparatus must be maintained at all times and must not block the sidewalk or street. It must be installed on the side of your driveway near the front door. The backboard must be placed and oriented in a manner to avoid causing damage to any of your neighbor's property by errant balls.

Section 27. Oil and Mining Operations

No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, minerals excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 28. Water Supply

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Board of Directors of the Homeowners Association. This provision, however, shall not preclude the installation of any individual water system for irrigation or sprinkler purposes, provided, however, that such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the prevailing zoning and building departments of the governing authority.

Section 29. Sewage Disposal

No individual sewage disposal systems shall be permitted on any Lot.

Section 30. Air Conditioning

No window or wall air conditioning units shall be permitted on any home.

Section 31. Tanks

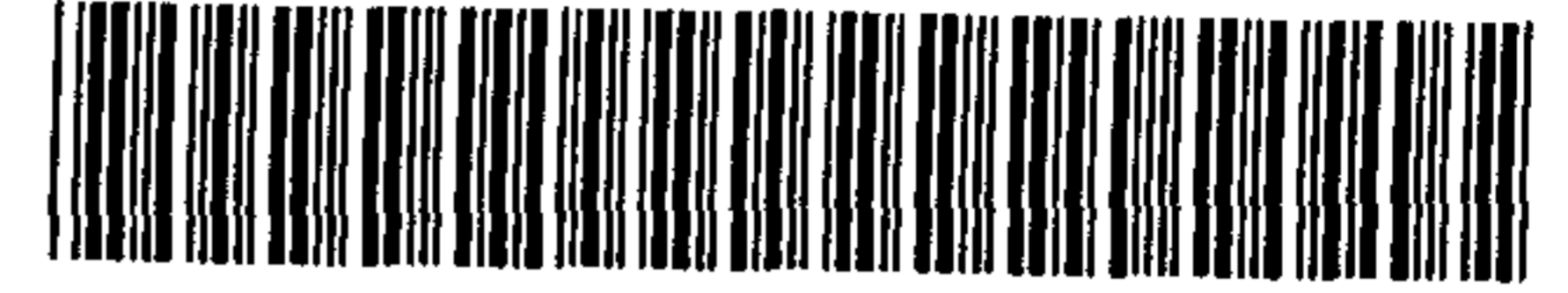
All oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas to the rear of the main residence.

Section 32. Surface Water or Storm Water Management System

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 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
Property Rights and Requirements



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Section 1. Owners Easements of Enjoyment

Every Owner shall have a non-exclusive 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) Tracts A, B and C of the record plat shall be used for retention, landscaping and irrigation for the subdivision. The Lansing Ridge Homeowners Association shall be responsible for all common areas including tracts A, B and C and shall be responsible for the maintenance and replacement of all plant materials in these common areas as needed to assure a neat and attractive appearance.

Tract A is the retention pond along Grand Teton Blvd. Tracts B and C are the landscaped areas along Croton Road including the wall at the Royal Poinciana Blvd. and Grand Teton Blvd. entrances.

(b) The right of the Homeowners Association to dedicate or transfer all or any parts 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, indicating agreement with the action, is signed by two-thirds (2/3) of the Association membership and recorded in the public records of Brevard County.

(c) Tract A shall be for the use of stormwater retention and shall comply to the restrictions, use, and conditions specified in the Stormwater Maintenance Agreement recorded in the Public Records of Brevard County.

Section 2. Owner's Use of Lot

Use of Lots shall be limited to residential purposes and licensed home-based businesses. Nothing herein shall be deemed to prevent an owner from leasing his or her residence to a single family, subject to these restrictions.

Section 3. 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. If renting the Property, the Owner is responsible for notifying the Homeowner's Association Board of Directors with the name of the renter, the rental agency, if applicable, and providing a forwarding address and phone number of the owner's location. A copy of the Declaration of Covenants and the Constitution and By-Laws must be given to the Lessee of any Property, and the Lessee must be obligated to comply with the terms as a condition of the lease.

ARTICLE IV

Membership and Voting Right in the Association

Section 1.

Every Owner of a platted Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

The Homeowners Association shall have one class of voting membership:

All Owners shall be entitled to one (1) vote for each Lot. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

Covenant of Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation as Assessments

Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Homeowners 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, cost 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 and may be foreclosed by the Association and a foreclosure action filed in a court of competent jurisdiction: provided, however, no such assessments shall be a lien on the land until such lien is recorded in the public records of Brevard County, Florida. Each such assessment, together with interest, cost 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.



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Section 2. Purpose of Assessment

The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 10, to promote the recreation, health, safety and welfare of the residents in the properties (including necessary or appropriate professional fees) and for the improvement and maintenance of the Common Areas, Landscape buffer and any subdivision walls erected by the developer, his successor(s) in interest or the Homeowners Association.

Section 3. Maximum Annual Assessments

Until January 1, 2000, The maximum annual assessment by the Homeowners Association for each Lot shall be One Hundred and Two dollars (\$102.00) per Lot.

From and after January 1, 2000, the maximum annual assessment of the Homeowners Association may be increased each year not more than ten percent (10%) above the maximum assessment which could have been imposed for the previous year without a vote of the membership. For purposes of this section the term "maximum assessment which could have been imposed for the previous year without a vote of the membership" means what the assessment would have been if the ten percent (10%) increase had been taken every year from and after January 1, 2000. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the Homeowners who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

Section 4. Special Assessment for Capital Improvements

In addition to the annual assessments authorized above, the Homeowners 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 Landscape Buffer or common Area, including any subdivision walls, fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of the Homeowners who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 or 4

Written notice of any meeting called for the purpose of taking any action authorized under either section 3 or 4 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each Homeowner entitled to cast thirty percent (30%) of all the eligible votes 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 sixty (60) days following the preceding meeting.



Section 6. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly or annual basis.

Section 7. Date of Commencement of Annual Assessment

Due Date: The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of each annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments

Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and a half percent (1.5%) per month. The Homeowners 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 Landscape Buffer or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorney's fees, including attorney's fees for appellate proceedings.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein against any lot shall be subordinate to the lien of any first mortgage on such lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such assessments as to payments which became 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.

No holder of any lien of the assessments provided herein against any Lot shall be required to collect or otherwise be responsible for assessments described in the Article V. The failure or default in the timely payment of assessments described in the Article shall not constitute a default under a mortgage insured by FHA/VA.

Section 10. Exempt Property

All properties dedicated to, and accepted by, a local public authority and all properties



owned by the charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land, lot, or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Lot and Exterior Maintenance

All buildings, fences, and grounds of each parcel shall be maintained in a neat and orderly manner at all times and in accordance with the provisions of Article II, Section 6. Refuse piles, trash, scrap metals, non-operative vehicles, old or unused household appliances or furniture shall not be placed or maintained on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner so as to directly affect the health or safety of other owners, the Homeowners Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to the extent reasonably necessary to protect the health or safety of other owners, to make repairs to, or clear the Lot or the exterior of the buildings and other improvements erected thereon. The cost of such repairs or clearing shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable fifteen (15) days from the date said assessment is made. Such entry thereon shall not constitute a trespass.

ARTICLE VI General Provision

Section 1. Violation and Enforcement

(a) The Homeowners Association, the City of Melbourne, 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 Homeowners 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. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(b) Violation of any covenant or restriction contained in this Declaration may be remedied by the Association, the Committee, or any Lot Owner, and the expenses thereof shall be chargeable to the then Owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand. The City of Melbourne, Florida is also hereby given enforcement rights if needed by said City to protect its rights and interests arising out of or under the terms and conditions set forth in this Declaration. In the event the Association, the Committee or any Lot Owner has expended funds in connection with curing of such violations, then and in such event the funds so expended shall become a lien upon the Lot or Lots. Enforcement shall be by proceeding at law or in equity, brought by the Committee, the Association, or the aggrieved Owner of any Lot or Lots located within the



subdivision, against any person or persons violating or attempting to violate covenants or restrictions contained in this Declaration, either to restrain the violation or to recover damages, or both. In the event the Association, Committee, aggrieved Owner or their successors are obligated to engage counsel in connection with the enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, provided the aforesaid aggrieved parties are the prevailing party in such litigation, such shall be entitled and authorized to recover their reasonable attorney's fees from the Defendant in proceedings both in the trial court and for any appellate proceedings.

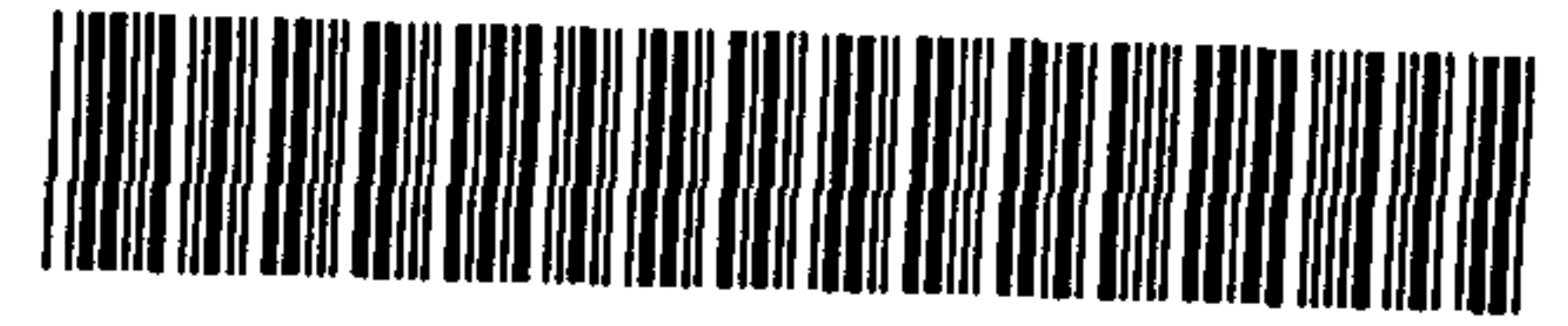
(c) The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(d) Upon learning of a violation, the Association shall give the Owner a written notice by certified return receipt mail, addressed to the property address, requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within fifteen (15) days of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration. If the owner disputes the decision that he is in violation, he may appeal. See Section 6. Appeal Process.

(e) Should the violation not be cured within said fifteen (15) days, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is fifty (\$50.00) dollars per day plus administrative fee, but said amount may be increased from time to time, with justification, by the Board of Directors without vote of the Association or amendment of this Declaration up to the maximum daily fine amount set by Florida statute at one hundred (\$100.00) dollars per day. The maximum aggregate fine for a single continuing violation at the time of filing of this Declaration is set at one Thousand (\$1,000.00) dollars. Changing the maximum cumulative fine for a continuing violation shall be by amendment to the By-Laws of the Association.

(f) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable, and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with which the violation has occurred. Said expenses shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments. See Article V, Section 8, Effect of Nonpayment of Assessments.

(g) Repeat violations will be treated as a SINGLE CONTINUING VIOLATION. If a notice of violation is sent to a Lot Owner(s) giving fifteen (15) days to cure a violation, and the



violation is apparently cured before the fifteen day grace period expires, but the same violation by the same Lot Owner(s) occurs again within sixty (60) days, then the original violation has continued. Any written or verbal acknowledgment by the Association that the violation has been cured is void. No additional warning will be given; instead, the Owner(s) will be notified in writing that the violation continues and the maximum fine for each day has been accruing since the expiration date set by the original notice, up to the legal limit of such fine set by this Declaration and the Association By-Laws.

(h) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Duration, Modification, and Amendment

Except as the same may be changed, modified, or amended, as provided for hereafter, 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, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the Owners of the Lots it is agreed to amend or rescind said Declaration in whole or in part.

The Association, with the consent of a majority (fifty-one percent (51%) of Lot Owners), may change, modify or amend any provision of the Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the public records of Brevard County, Florida. However, this provision shall not be applicable with regard to any amendment that in any manner would adversely affect the City of Melbourne without written consent of the City.

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

Section 4. Mortgage or Conveyance of Common Area

Any mortgage or conveyance of the Common Area, or any portion thereof, shall require the consent of at least 2/3 of the Lot Owners. If ingress or egress to any residence is required through the Common area, or any portion of it, any conveyance or encumbrances of such area shall be subject to an easement of ingress and egress in favor of the affected Lot Owner or Owners. Mortgagee is not required to collect assessments. Failure to pay assessments shall not constitute a default under an uninsured mortgage.

**Section 5. Dissolution**

At any time, with the written consent of sixty seven percent (67%) or more of the owners of the lots in the subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the lands and properties described herein above, and each lot herein contained, may be waived, abandoned and terminated as to all of the subdivision properties or any portion thereof. No such waiver, abandonment, or termination shall be effective until a properly executed instrument in writing shall be recorded in the public records of Brevard County, Florida.

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.

Section 6. Appeal Process

A member who has had a written denial of improvement, construction or modification from the Architectural Control Committee, or the Association Board of Directors, or who has been notified that he is in violation of any of the restrictions, rules or covenants of this Declaration, has a right to appeal the decision.

A fine or suspension may not be imposed without notice of 14 days to the person sought to be fined or suspended. This section does not apply to suspensions or fines upon any member for nonpayment of assessments or other charges when due.

In the case of the rejection of a plan for improvement, construction or modification, the member may ask, in writing, for a hearing by the Board of Directors at a regular or special meeting of the Board. A reasonable time and place for the hearing will be arranged by the Board. If no reversal of the disputed decision, or no mutually acceptable compromise is reached, any further appeal by the member shall be by an action in a local court of jurisdiction.

In the case of a notification of noncompliance and notice of intent to impose a fine and/or suspension, the member may ask, in writing, for a hearing by the Board at a regular or special meeting of the Board. A reasonable time and place for the hearing will be arranged by the Board. If no reversal of the disputed decision, or no mutually acceptable compromise is reached, the member may request a hearing by an independent committee. The committee will be appointed by the Board of Directors within two weeks, and will be made up of an odd number of members, at least three, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee will meet with the member disputing the decision and consider both sides of the dispute. The committee will render a decision in a reasonable time, not to exceed two weeks. If the committee, by a majority vote, does not approve the proposed fine and/or suspension, it may not be imposed. If the committee upholds the original decision, the fine and/or suspension will be imposed. Any further appeal by the member shall be by an action in a local court of jurisdiction.



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IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Lansing Ridge Homeowners Association execute these presents so as to certify that the foregoing Amended and Restated Covenants, Conditions and Restrictions has been duly approved by the Owners, on the 19th day of August, 2004.

Signed, sealed and delivered
in the presence of:

Lori G. Boyles
Witness Lori G. Boyles

Eugene Kiss
Eugene Kiss, President

Angela DiSalvo
Witness Angela DiSalvo

William Whyte
William Whyte, Secretary

Lori G. Boyles
Witness Lori G. Boyles

Angela DiSalvo
Witness Angela DiSalvo

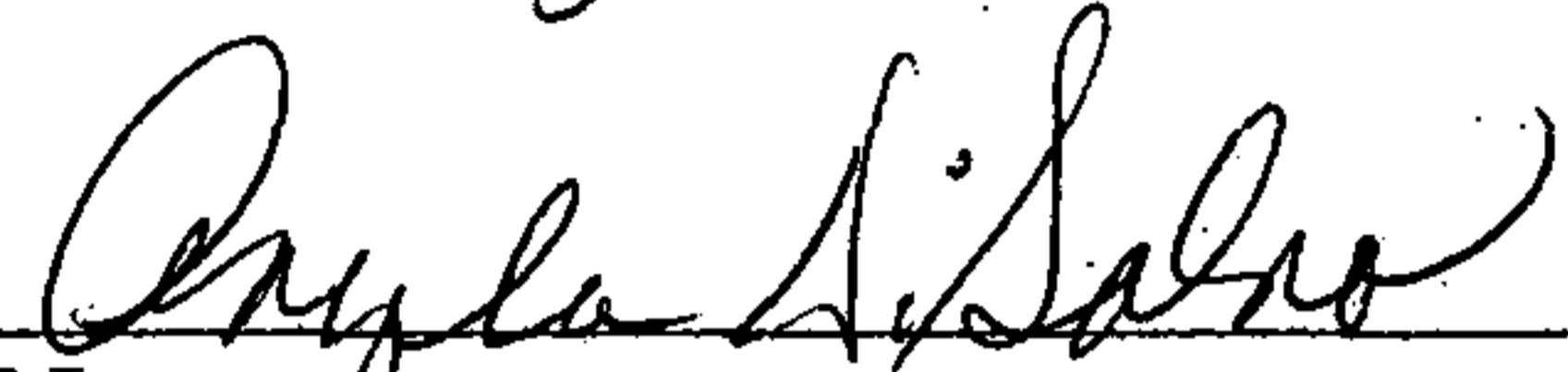


STATE OF FLORIDA
COUNTY OF BREVARD

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I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared Eugene Kiss the as President of LANSING RIDGE HOMEOWNERS ASSOCIATION to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal the 19th day of August, 2004.



Notary



Angela DiSalvo
MY COMMISSION # CC979179 EXPIRES
November 2, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared William Whyte as Secretary of LANSING RIDGE HOMEOWNERS ASSOCIATION to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal the 19th day of August, 2004.



Notary



Angela DiSalvo
MY COMMISSION # CC979179 EXPIRES
November 2, 2004
BONDED THRU TROY FAIN INSURANCE, INC.



CFN 2004274700

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APPENDIX A TO THE REVISED DECLARATION

A listing of some public records of Brevard County, Florida pertaining to Lansing Ridge Subdivision and the Declaration made by the Lansing Ridge Development Co, and the amendments to that declaration, as follows:

DATE FILED	DESCRIPTION OF THE FILED DOCUMENT
2 Nov 1990	Plat of Phase 1A of Lansing Ridge Subdivision, Plat book 37, pages 36 and 37.
2 Nov 1990	Declaration of Covenants, Conditions, and Restrictions by Lansing Ridge Development Co., Inc., Book 3091, Pages 2532 through 2545.
15 Jan 1991	First amendment to the Declaration, Book 3103, pages 4874 through 4876. The purpose of the amendment is to make three changes to the Declaration. Page 4876 is a description of the property in Phase 1A, and is a copy of the description from plat book 37, page 36.
02 May 1991	Plat of Phase 1B of Lansing Ridge Subdivision, Plat book 37, pages 68 and 69.
17 May 1991	Second amendment to the Declaration, Book 3126, pages 3594 and 3595. The purpose of the amendment is to include the property of Phase 1B. Page 3595 is a written description of the property of Phase 1B, and is a copy of the description from plat book 37, page 68.
29 Oct 1991	Plat of Phase Three of Lansing Ridge Subdivision, Plat book 37, Page 94.
29 Apr 1992	Plat of Phase Two of Lansing Ridge Subdivision, Plat book 38, Pages 19 and 20.
11 May 1992	Third amendment to the Declaration, Book 3200, pages 2242 and 2243. The purpose of the amendment is to include the property for Phase Two and Phase Three, and to make six changes to the Declaration.
21 Jan 1994	Fourth amendment to the Declaration, Book 3360, Pages 2930 and 2931. The purpose of the amendment is to make three additions to the Declaration; no new property is introduced.