

Prepared by and return to:
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AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS is made on this _____ day of _____, 2021, by Go Life Holding LLC, a Florida limited liability company (“Owner”), in favor of Indian River County, a political subdivision of the state of Florida, (“County”).

WITNESSETH:

WHEREAS, Owner holds fee simple title to certain property in the County consisting of 81 acres, more or less, zoned RM-6, which property is referred to as the Venetian Grove Second Property and legally described as follows:

See Exhibit “A” attached hereto and made a part hereof (“Venetian Grove Second Property”) said property was formerly owned by Petrus Veros, LLC;

WHEREAS, the Venetian Grove Second Property is subject to a Declaration of Restrictive Covenants recorded at Book 1784, at Page 339, in the Official Public Records of Indian River County, Florida, (“Declaration”) which, in part, restricts lot sizes to be at least 7,000 square feet in size and have a minimum lot width of 70 feet, with a gross density of no more than 4 units per acre;

WHEREAS the Declaration provided an exception to the lot size restrictions for planned developments, but did not provide for similar flexibility for plat over site plan developments, which were not as common at the time of recording of the Declaration as they are currently;

WHEREAS, the Owner is presently the applicant before the County for approval of a plat over site plan for the Venetian Grove Second Property, which would require modification of the restriction of the lot size and lot width requirements, while leaving the density requirements in place; and

WHEREAS, the Owner and the County are desirous of amending and restating the Declaration to include flexibility in the restriction on lot size and lot width for the Venetian Grove Second Property in the event that the plat over site plan is approved by the County;

NOW, THEREFORE, in consideration of the foregoing, the Owner hereby agrees and declares as follows:

1. That the above recitals are true and are incorporated herein by reference.
2. The Declaration is hereby amended and restated.
3. The Owner hereby declares and voluntarily covenants and agrees that

notwithstanding the RM-6 zoning of the Petrus Veros Property, the following restrictions shall apply to any development within the Petrus Veros Property:

- (a) Residential density shall be limited to 4 dwelling units per gross acre except that residential density shall be limited to 4.5 dwelling units per gross acre for an approved Planned Development (PD).
- (b) Single-family home lots developed on the property will be at least 7,000 sq. ft. in area and have a minimum lot width of 70 ft. Notwithstanding the foregoing, in the event the County approves a Planned Development or Plat over Site Plan, the minimum lot width may be less than 70 ft. and the minimum lot area may be less than 7,000 sq ft so long as the density restriction in 3(a) above is not exceeded.

4. Amendment and Modification. This Amended and Restated Declaration of Restrictive Covenants may be modified, amended or released as to any portion of the Venetian Grove Second Property only by a written instrument executed by the owner of the fee simple title to the Venetian Grove Second Property to be affected by such modification, amendment or release, providing that the same has been approved by proper application and approval of the Board of County Commissioners or then governing body.

5. Term of Covenant. This voluntary covenant on the part of Owner shall run with the land and remain in full force and effect and shall be binding upon Owner, its successors and assigns, unless modified, amended or released.

6. Inspection and Enforcement. The County shall have the right to enforce this Amended and Restated Declaration of Restrictive Covenants at law or at equity. The prevailing party in any action or suit to enforce this Amended and Restated Declaration shall be entitled to recover costs and reasonable attorney's fees. This enforcement provision shall be in addition to any remedies available under law.

7. Severability. Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall not affect any of the other provisions of this Amended and Restated Declaration, which shall remain in full force and effect.

8. Recording. This Amended and Restated Declaration shall be filed of record among the Public Records of Indian River County, Florida at the cost of the Owner and a recorded copy given to the County within 30 days of its recording.

9. Effective Date. If the County approves the application of the Owner for the plat over site plan of the Venetian Grove Second Property, as set forth above, and after said approval has become final and non-appealable, this instrument shall constitute a covenant running with the title to the Venetian Grove Second Property and be binding upon the Owner, its successors and assigns.

10. Approved by the Board. This Amended and Restated Declaration of Restrictive Covenants was approved by the Board of County Commissioners of Indian River County on August ____, 2021.

SIGNATURE PAGE TO FOLLOW
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DRAFT

WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration on the _____ day of _____, 2021.

Signed, sealed and delivered in the presence of:

Go Life Holding LLC, a Florida Limited Liability Company

Signature

By: _____

Printed Name

Date: _____

Signature

Printed Name

STATE OF _____ :
COUNTY OF _____ : SS.

I HEREBY CERTIFY that on this day, before me an office duly qualified to take acknowledgements, personally appeared _____, as _____ of Go Life Holding LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledgment before me that the executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

Signature of Notary or Officer
Notarial Seal (stamped in black ink)

OR

Printed Name of Notary Public
State of Florida Commission Number:

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts 3, 6, Section 10. Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company Subdivision. as being recorded in Plat Book 2, Page 25, St. Lucie County Florida. Said land now lying and being in Indian River County Florida Containing 81 acres more or less.