

Daniel and Nancy Barnett
3855 South Courtenay Parkway
Merritt Island, FL 32952

Brevard County Board of County Commissioners
Planning and Development Department
2725 Judge Fran Jamieson Way, Bldg A
Viera, FL 32940

September 9, 2020

Re: ID #20Z00013 – rezoning request

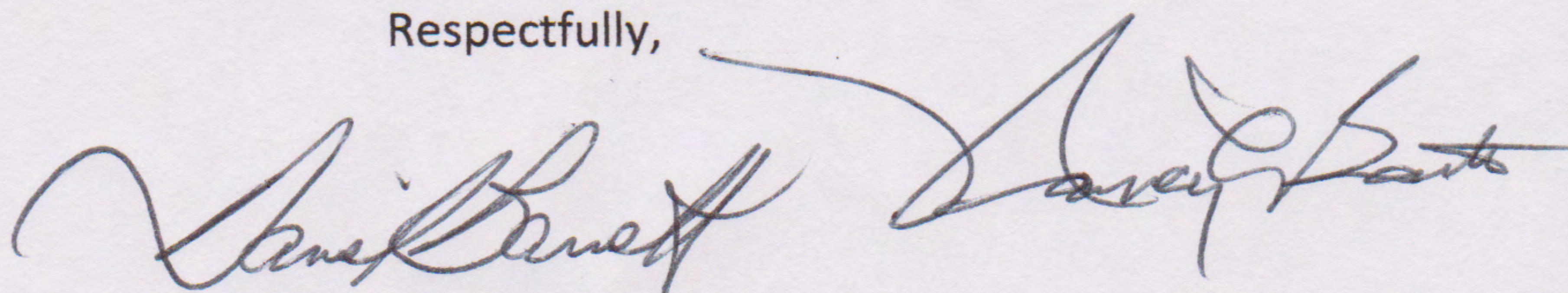
To Whom It May Concern:

Please be aware, we are the undersigned are owners of property adjacent to the Curry Dell acreage being considered for rezoning from AU (Agricultural Residential) to EU (Estate Use Residential) on September 14. Our concerns are as follows (we will be in attendance at the September 14 meeting):

- Will the developer install a swale/berm along its south property line to prevent any drainage or run-off onto our property?
- Will the developer add a fence and landscape on the berm for visual and physical control with the development responsible for maintenance in perpetuity?
- We have reviewed our property elevation. We would like to know the finished floor elevation (FFE) of the new lots and its possible effects on our property.
- How will water be retained on site for the new lots (retention ponds) and request "sheet flow" be directed to go north into Curry Dell Lane storm drains.
- Where will new utilities be placed? Will they impact our property? If so, request our electric line be placed underground going from east to west along the south property line of the new development.
- What sort of septic system will be required since there is no sewer available in the area? Should an AEROBIC system be required to minimize impact on the lagoon since there are so many Anaerobic systems already in the area?
- Is there a moratorium on septic tanks at the present time?

Thank you for your consideration.

Respectfully,

The block contains two handwritten signatures in blue ink. The signature on the left is for Daniel Barnett, and the signature on the right is for Nancy Barnett. Both signatures are fluid and cursive.

Daniel and Nancy Barnett

September 8, 2020

Brevard County Board of County Commissioners
Planning and Development Department
2725 Judge Fran Jamieson Way, Bldg. A
Viera, FL 32940

RE: ID #20Z00013 – rezoning request

TO WHOM IT MAY CONCERN:

Please be advised that we the undersigned, are owners of the property adjacent to the Curry Dell acreage being considered for rezoning on September 14. Our concerns are as follows, and we will attend the September 14 meeting to discuss these issues.

1. Developer – will there be swale/berm along your south property line to stop any drainage or run-off on your property?
2. Developer – add a fence and landscape on the berm for visual and physical control with the development responsible for maintenance in perpetuity.
3. Developer – we will compare our lot elevation to the elevations the county will require on the development property. We want to know the finished floor elevation (FFE) of the new lots. We will also look at our survey and compare our lot elevation to the new project.
4. Developer – where and how will water be retained on site for the new lots (retention ponds), and sheet flow should be directed north into Curry Dell Lane storm drains.
5. Developer – where will new utilities be placed, and will they impact our property? If so, we would like our electric buried going east to west along the south property line of the new development.
6. Developer – what sort of septic system will be required since there is no sewer available in the area? Should an Aerobic system be required to minimize impact on the lagoon since there are so many Anaerobic systems in the area already?
7. Developer – is there a moratorium on septic tanks at the present time?

Thank you for your attention to this matter.

Very truly yours,

David & Brenda Earhart

3865 South Courtenay Parkway
Merritt Island, FL 32952
321-506-0050 cell phone (David)

From: [Scott Price](#)
To: [Jones, Jennifer](#)
Cc: [Scott Price](#); suttonaw0@gmail.com; chasityhenson9@gmail.com; Llovelett@icloud.com; [Robert Freche](#); doucet274@gmail.com; [Jim Drake](#); laurencar@yahoo.com
Subject: ID #20Z00013 Zoning Meeting
Date: Monday, September 14, 2020 11:16:07 AM
Attachments: [Rockwell South Covenants.pdf](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Jennifer,

I am writing to you referencing the above planned zoning meeting that is to occur today in Viera. I am the President of the Rockwell South Homeowners Association (HOA). Our property lies directly to the north of the property in question for today's zoning board. I am unable to attend but we should have a representative there. We have reviewed the filed document and take exception to the following:

- the road to which the owner & any potential future developer wishes to access for this planned 11 units/homes is Curry Dell Ln which is a private road owned by the HOA.
- The Rockwell South HOA has conducted multiple meetings with all homeowners and a vote has taken place with respect to entertaining any request owner/developer accessing our property or providing access. The result of this vote was 100% NO in allowing anyone access for any reason.
- Curry Dell Ln, the road, was to transfer to the Homeowners in Jan. 2003 per the attached covenants that never formally occurred. There is current litigation on this currently with the developer of Curry Dell Ln (Tom Curry (estate)). We are represented by Kevin McCann, Attorney at Law in Merritt Island.
- the potential developer, The Coy A. Clark Company (Mr. Michael Maguire), has been verbally told that the Rockwell South HOA is not interested in any negotiation with respect to any develop plans that includes any access to Curry Dell Ln.
- Rockwell South HOA also takes exception to the reference, in the supplied notice, about "South Curry Dell" location and all references that includes or assumes that this planned change that rights will ever provided via our HOA-they will not.

We just wanted to insure that the Board understand that the Rockwell South HOA and all its residents that Curry Dell Ln is a private road that has been maintained by the HOA for the last 23 years and we have no plans on allowing access, using or accessing our road, for any development to our immediate south. Although we do understand that this meeting may be primarily regarding zoning changes we wanted to insure the Board be aware of our issues/concerns.

Thanks for you time.

Scott Price
1262 Curry Dell Ln
Merritt Island, FL 32952
Rockwell South HOA President

9919338D
RETURN TO
FIDELITY NATIONAL TITLE INSURANCE CO
1135B S. WASHINGTON AVE.
TITUSVILLE, FL 32780



CFN 97202223

11-20-97 09:24 am

OR Book/Page: 3730 / 0252

**RESTRICTIVE COVENANTS FOR
ROCKWELL SOUTH, MERRITT ISLAND, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned
T. BRADLEY CURRY, JR. and LOUISE C. CURRY are the owners in fee simple of the
following described real estate in Brevard County, Florida:

All that tract of land known as ROCKWELL SOUTH, Merritt
Island, Brevard County Florida, as shown on plat recorded
in Plat Book 39, Page 55, of the Public records of Brevard
County, Florida, and

WHEREAS, the said owners are desirous of placing certain covenants and
restrictions upon the use of the aforementioned property, which said covenants and
restrictions are to run with the title to said lots; and

NOW THEREFORE, for and in consideration of the premises and other valuable
considerations, the said owners for themselves, their successors, legal representatives
and assigns, hereby restrict the use, as hereinafter provided, of all the hereinabove
described property as follows, to wit:

1. **DURATION OF RESTRICTIONS:** These covenants are to run with
the land and shall be binding on all parties and all persons claiming under them until
January 31, 2003, at which time said covenants shall be automatically extended for
successive periods of ten years unless by vote of a majority of the Rockwell South
Homeowners Association, Inc., it is agreed to terminate said covenants in whole or in
part.

2. **INVALIDITY:** Invalidation of any of these covenants by judgment
or court order shall in no wise affect any of the other provisions which shall remain in
full force and effect.

3. **CONTRACT:** For the purpose of assuring the development of the
lands platted as ROCKWELL SOUTH as an area of high standards, the owners, T.
BRADLEY CURRY, JR. and LOUISE C. CURRY, reserve the power to control the
buildings, structures, and other improvements placed on each lot. This control shall be
carried out through the REVIEW COMMITTEE which shall be composed of the above
listed owners. In the event either of said members shall resign or be unable to act, a
successor may be appointed by the remaining member of the Review Committee, if so
desired. At any time after January 31, 2003, or after the owners have sold all the lots
in said subdivision, whichever date is later, or if the Review Committee has ceased to
function, or at such earlier date as the said owners, T. Bradley Curry, Jr. and Louise C.
Curry shall elect, then in such event, all privileges, powers, rights and authority shall
be exercised by and vested in the Rockwell South Homeowners Association, Inc.

4. **APPROVAL BY REVIEW COMMITTEE:** Whether or not provision
therefor is specifically stated in any conveyance of a lot, the owner or occupant of each
and every lot, by acceptance of title thereto, or by taking possession thereof, covenants
and agrees, for himself, his heirs, administrators, executors, successors or assigns,
that no building permit shall be applied for unless prior to that time the owner has

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 8	#Names: 3	
Trust: 4.50	Rec: 33.00	Serv 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

submitted to the Review Committee a plot plan of his lot, showing the location of the building, the front and rear setbacks, side yards and location of any auxiliary buildings; also plans and specifications of the house to be erected, together with an architect's statement as to the square foot coverage of the first story of the house. The Review Committee shall, within ten (10) days, give its approval of plot plan and plans and specifications, in writing, or failing to do so, such approval shall be deemed to have been given. If the Review Committee rejects the plot plan, or house plans, or specifications, the owner may confer with the Committee on its suggested changes in order to expedite the approval. Such approval shall be a condition precedent to obtaining the permit and proceeding with the approved plot plan and building plans. Refusal of approval of plans and specifications may be based on any grounds which the Review Committee shall deem sufficient, but such approval shall not be unreasonably withheld.

5. **RESIDENTIAL USE:** All lots in the subdivision shall be known, and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached, single family dwelling, not to exceed two stories in height, a private garage for not more than three cars, a guest cottage not for rental, a personal work or hobby shop for non-commercial purposes, or patio, tool or game room, exclusively for the use of the lot owner and his guests. No temporary residence shall be constructed, except that a construction shed of a temporary nature shall be permitted on a lot during the course of construction on said lot; provided however, that such construction shed shall not remain on any lot for a period of more than 150 days, and no garage or other permitted structure shall be constructed except as an integral part of the residence it is intended to serve, or if detached, simultaneously with or after the main dwelling.

6. **SET BACK RESTRICTIONS:** Except for Lots 1 and 2 on the cul-de-sac at the West end of the access road, no building, garage, porch, or other outbuilding shall be erected on any lot nearer than twenty-five (25') feet to the front lot line (i.e. the bordering edge of the access road to all lots) or nearer than fifteen (15') feet to either side lot line, or nearer than twenty (20') feet to the rear lot line. Eaves, roofs, unroofed terraces, or other projections may be erected nearer the front, side and rear setback lines herein established, but in no event shall eaves, roofs, unroofed terraces and other projections extend more than three (3) feet into the minimum front, side and rear setback lines. Where there are two or more lots acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners, provided, however, that thereafter such lots shall not again be separated. In the discretion of the Review Committee, the house may be erected so that one corner may come within thirty (25) feet of one street lot line. No accessory structures shall be located nearer than the residence to the front lot line. In the event it is difficult to ascertain what set back applies because of the lot configuration, the set back determination shall be made by the Review Committee in its uncontrolled discretion.

7. **SET BACK MODIFICATIONS:** The Review Committee, in its discretion, shall have the power to modify the set back regulations contained in paragraph #6 hereof on corner lots, cul-de-sac lots and other lots in the subdivision having site location problems and may further modify the regulations and restrictions contained herein whenever, in its discretion, it is determined that such a modification



would eliminate hardship or, in said Committee's judgment, will be beneficial to the site or sites affected by the modification and to the immediate area thereof. In any case, the County set back requirements must be met. Where matters within these restrictive covenants are left to the discretion and judgment of the Review Committee, it is intended that such Review Committee will exercise its judgment and discretion in order to maintain the high standards of a first class residential subdivision. Consequently, said Committee shall make its determinations in light of this standard. In addition, as hereinbefore set out, the Review Committee may make minor adjustments in those cases where a hardship exists as a result of the particular location or design or the individual lots, so long as such approved modifications shall comply with Brevard County zoning requirements.

8. **SWIMMING POOLS:** The construction and use of swimming pools having an elevation of not exceeding four (4) feet above normal grade are permitted provided that no excavations for swimming pools shall be nearer than ten (10) feet to any side or rear lot lines or easements of record or nearer than thirty five (35) feet to the front lot line, provided further that screens for pools, decks or patios shall conform to the building setback limitations.

9. **TRAILERS PROHIBITED:** No trailer or unlicensed motor vehicle may be parked on any lot at any time. No truck, bus, or similar vehicle shall be parked on any lot except when rendering a service or making a delivery. Nor shall any motor vehicle be parked overnight on the street. Notwithstanding the foregoing, a trailer or construction shack shall be permitted on the premises after the issuance of a building permit, and for 150 days thereafter, provided, however, that at no time shall such trailer or shack be used for dwelling purposes. A recreational vehicle owned by the lot owner may be parked on the property so long as its presence on the property shall not constitute a nuisance and shall be concealed from view by the general public by a fence of appropriate material and height so as to conceal the vehicle.

10. **REGULATION OF SIGNS:** No sign of any character shall be displayed on any lot, except that the owner or his agent may display on the premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed, provided such sign shall not exceed six (6) feet in length by four (4) feet in height.

11. **MINIMUM SIZE OF RESIDENCE:** No residence shall be erected on any lot containing a floor area of less than two thousand (2,000) square feet. In a one-and-a-half or two story residence, the first floor area shall not contain less than one thousand (1000) square feet. The method of determining the square foot area of proposed buildings, structures, or additions or alterations to existing buildings, shall be by multiplying the outside horizontal dimensions of the building or structures at each floor level. Garages, carports, unglazed porches, utility rooms, patios and terraces shall not be taken into account in calculating the sizes of building.

12. **REGULATIONS OF WALLS AND FENCES:** No boundary wall or fence shall be constructed with a height of more than six (6) feet. No wall or fence of any type or height shall be erected on any lot until the type, height, materials, design and location has been approved by the Review Committee. The elevation of any wall or fence shall be measured from the existing elevations of the property along the



applicable points or lines. Any questions as to the height and/or location shall be conclusively determined by the Committee aforesaid.

13. **NO SUBDIVISION OF LOTS:** No lot as shown on the plat shall be subdivided except that a lot between two (2) other lots may be subdivided to increase the size of such lots, and such lots of increased size shall each remain as one building site.

14. **NUISANCES:** Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. Household pets, exclusive of birds, shall not exceed two in number and shall not be bred for commercial purposes. Clothes lines shall be located in the rear of the residence and screened from the view of streets. Garbage cans shall be of the underground type or completely concealed by hedges, lattice work or screening acceptable to the Review Committee.

15. **WASTE:** No sewage, overflow from septic tanks, waste water, garbage, trash or other refuse from the premises shall be placed or emptied upon any lot.

16. **RESERVED EASEMENT:** T. BRADLEY CURRY, JR. and LOUISE C. CURRY, their successors and assigns other than individual lot owners, hereby reserves unto themselves a perpetual, alienable and releasable privilege and right, on, over and under the ground to erect, maintain and use electric or telephone poles, wires, cables, conduits, sewers (storm or sanitary), water mains and other equipment for the conveyance and use of electricity, telephone, television transmission cable, gas, water, or other public conveniences, utilities or drainage on, in or over the easements reserved as shown on the plat and on or over a strip ten (10') feet in the rear of each lot and twenty-four (24') feet in the front of each lot for utilities or other purposes and on or over a five (5') foot strip along the side line of each and every lot, (but side easements will be used only if required by utility providers or governmental entity) and the said T. BRADLEY CURRY, JR. and LOUISE C. CURRY, their successors and assigns other than individual lot owners, shall have the unrestricted right and power to release said easement.

In the event that more than one lot shall be included as one building site, the aforesaid 5-foot easement along each lot side line shall instead be reserved along the side line of said building site.

17. **IRON, TIN, ETC., PROHIBITED:** Except when used for the construction of the roof structure, no corrugated iron, rolled siding, tin, or aluminum shall be used in the construction of any building in said subdivision except that aluminum may be used for trim, flashing, valleys, gutters, or downspouts, however, pre-finished aluminum, plastic, and other modern materials may be used in the construction of any building when specifically approved by the Review Committee.



18. ROOFS, BUILDING MATERIAL, OR DAMAGE TO STREET DURING CONSTRUCTION:

(a) Roofs shall be of a permanent construction and shall be constructed of fiberglass, cement tile, clay tile, or poured masonry or, subject to the Review Committee's approval, other materials, provided that on outdoor patios, pool roofs, and auxiliary structures the roofing may be of other materials to be approved in writing by the Committee in its uncontrolled discretion.

(b) All single story residential dwellings, garages, guest cottages and hobby shops shall be constructed of concrete block, and shall comply with all State and County building requirements or codes, and all State or County hurricane standards or codes. Two story structures may be frame construction for the second level.

(c) If any damage occurs to the subdivision street in any way caused by the construction process of any lot owner, the said lot owner shall cause said street to be repaired and restored to the same condition it was at the commencement of his construction, at his own cost and expense.

19. BOATS OR BOAT TRAILERS: No boats or boat trailers shall be stored or parked within the front setback area except for immediate (i.e., twenty-four hours or less) preparations for recreational purposes.

20. HOMEOWNER ASSOCIATION: The developer shall cause to be formed a Florida not-for-profit corporation, Rockwell South Homeowners' Association, Inc., herein called "Association", for the purpose of exercising the functions set forth herein to be exercised by said association. All owners of lots in the development shall become a member of the association upon the recording of their deed and shall have all of the rights, powers, obligations and duties of membership as provided herein and in the certificate of incorporation or bylaws of the said association. The association shall have the right to entry upon any lot in the development to make emergency repairs or other work prescribed in this Declaration, at reasonable times and with reasonable advance notice. Until such time as the said homeowners' association is formed, the owners, T. BRADLEY CURRY, JR., and LOUIS C. CURRY, shall perform the duties and obligations of the association as set forth herein at their personal expense. Formation of the Rockwell South Homeowners Association, Inc., shall automatically result in a transfer of responsibility for such obligation to the Rockwell South Homeowners Association, Inc.

21. ASSESSMENTS: Each owner of a lot in the development shall by acceptance of the deed to a lot or any other instrument of conveyance of a lot, whether or expressed therein or not, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions and other provisions of this Declaration and to agree to promptly pay to the association, or its successors and assigns any and all assessments or charges for the lawful purposes of the association as may be set forth herein, including, but not limited to, maintenance, operation and repair of subdivision streets and surface water or stormwater management systems, administrative expenses, enforcement costs and, as to individual lot owners, repair of damaged streets during construction. Said assessments shall be a charge and continuing lien



on the real property and improvements on each lot against which each such assessments are made. Any assessment which is not paid on or before the date the same becomes due, shall be delinquent and the association may file a claim of lien against any lot for which any assessment payment is delinquent. Said lien as herein established may be foreclosed in the same manner as a mortgage or other lien on real property may be foreclosed in the State of Florida, or in the alternative, may be collected by any other available legal action. Said assessment shall also be a personal obligation of the owner of the lot at the time of the assessment and shall remain a lien on said property even though said property is conveyed to a new owner. The claim of lien filed by the association in the public records of Brevard County, Florida shall state the name of the owner of the property, the amount due and a description of the property encumbered by the lien. It shall be signed and verified by the president or the vice-president or other officer of the association. The lien shall secure the amount of the assessment, plus interest at the rate of 10% per annum on the assessment from its due date, plus court costs plus reasonable attorney's fees of the association in connection with the preparation of the lien, its collection, or its foreclosure.

22. DEFINITION: "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 re-use 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.

23. USE OF PROPERTY: Surface Water or Stormwater 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 the 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.

24. COMMON AREA; ROAD; INGRESS AND EGRESS EASEMENTS; ADDITIONAL LOTS IN SUBDIVISION: Certain drainage/swale areas are located within Tract A, a common area, of the property. There shall be no blockage or construction within the drainage/swale areas. That portion of Tract "A" containing the drainage/swale area shall be deeded to and owned by the Association. The roadway located by the plat from State Route 3 (Courtenay Parkway) to and including the cul-de-sac shall be retained by and owned by the owners, T. BRADLEY CURRY, JR., and LOUISE C. CURRY until all lots are sold, or until January 31, 2003, whichever is later, or at such earlier date as the said owners, T. Bradley Curry, Jr. and Louise C. Curry, may elect, at which time it shall be deeded to and owned by the Association. The owners, T. BRADLEY CURRY, JR. and LOUISE C. CURRY, shall and hereby do grant to each lot owner a perpetual, non-exclusive, easement for ingress and egress by vehicular or pedestrian means, over and across the road described above being



approximately 24.5 feet in width and running in a westerly direction from South Courtenay Parkway (State Route #3) to a cul-de-sac. The owners also reserve the right to use of said road in common with the lot owners, and, in addition, reserve the right to add additional lots to the subdivision, in the future. If additional lots are added to the subdivision, then such additional lot owners shall also become members of the Association, and shall enjoy the use of the roadway for ingress and egress in common with those specified herein. The Association shall maintain and keep trim the drainage/swale areas so that the drainage/swale areas are neat orderly, and function as is required by governmental authority. The Association shall also maintain the roadway providing ingress and egress to the individual lots. All expenses thereof shall be charged as an assessment by the association against the owners of lots in accordance with the provisions herein for liens against lots for such assessments.

25. **AMENDMENTS BY OWNER:** The owner hereby reserves the right to amend, modify or rescind such part of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, and (b) such amendment or modification does not substantially change the character, nature or general scheme of the development, provided, however, 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.

26. **AMENDMENTS:** For purposes of amending these restrictive covenants the combined owners of each lot shall have one vote. This declaration may be amended at a duly called meeting of the property owners association by a vote of a two-thirds (2/3) majority of the lot owners, provided, however, 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. Any amendment must be recorded in the public records of Brevard County, Florida, before it shall become effective.

27. **REMEDIES FOR VIOLATION:** For a violation or a breach of any of these restrictions by any person claiming by, through or under the Owners, or by virtue of any judicial proceedings, the Owners, T. BRADLEY CURRY, JR. and LOUISE C. CURRY, or the lot owners, or any of them severally or the Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no wise shall effect any of the other restrictions, but they shall remain in full force and effect. Additionally, 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.



IN WITNESS WHEREOF, T. BRADLEY CURRY, JR. and LOUISE C. CURRY have caused their individual names to be signed hereto and their seals affixed hereto by their duly authorized officers on this 17 th day of NOVEMBER, A. D. 1997.

Desiree B. Sarosi
Louis H. Curry
(Witnesses)

T. Bradley Curry Jr.
T. BRADLEY CURRY
Louise C. Curry
LOUISE C. CURRY

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned Notary Public, duly authorized to take acknowledgments, personally appeared T. BRADLEY CURRY, JR. and LOUISE C. CURRY, who are personally known to me and who did take an oath, and they acknowledged to me that they signed the foregoing Declaration of Restrictions freely and voluntarily for the purposes therein expressed.

WITNESS, my hand and seal this 17 day of ^{November}~~May~~, 1997.

Desiree B. Sarosi
Notary Public, State of Florida

My Commission Expires:



Desiree B. Sarosi
MY COMMISSION # CC687408 EXPIRES
November 5, 2001
BONDED THRU TROY FAIN INSURANCE, INC.



CFN 97202223
OR Book/Page: 3730 / 0259

From: [Doucet, Russell J. \(KSC-SMASS-D\)\[Safety & Mission Assurance Support Services APT\]](#)
To: [Jones, Jennifer](#)
Subject: Zoning meeting today for ID#20Z00013
Date: Monday, September 14, 2020 11:19:07 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Mrs. Jones,

Email is in response to concerns on the subject zoning property.

I am currently the Treasurer for Rockwell South (RS) Home Owners association (you may get another email from a Mr. Scott Price, RS HOA President). Our concern with this zoning request is not the request itself but the access road of Curry Dell Lane, which is currently a private, cul de sak road maintained by the RS HOA. It is in litigation to have the Deed signed over to our HOA. Our HOA is 100% certain we do not want any new tenants using our road. The developer is well aware of this position we have for Curry Dell Lane.

I plan on attending the zoning meeting today along with homeowners on either side of the subject property to voice our concerns.

Russell Doucet

Mission Assurance Engineer

APT Research, Inc.

O&C 2127F

Office 861-4428, Cell 321-432-7632

From: [Robin Silvea](#)
To: [Jones, Jennifer](#)
Subject: ID#20Z00013 - Questions on Today's Mtg
Date: Monday, September 14, 2020 1:00:28 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon Jennifer,

I apologize for this email being so late. I'm planning on attending the rezoning meeting scheduled for 3:00 pm today to voice my concerns over the proposal - ID #20Z00013. I live at 3800 S Courtenay Parkway, adjacent to the plat on the northeast side. Do I need to be formally included in the agenda or will there be a section reserved for public comments? Also, I am not familiar with where to go once I get to the government center. Thank you for any information you can lend!

Also, I know that this is a rezoning meeting primarily to change land use from agricultural to estate, but will homeowners be allowed to address hardship issues such as traffic and school impacts, property value loss, environmental impacts, etc. I have spoken with several Brevard County staff members that have expressed to me their concerns as well regarding this project, as the end result will likely be in violation of Brevard's own ordinance regarding wetland impact.

Sec. 62-3694. - Permitted uses.

Residential land uses within wetlands shall be limited to not more than one dwelling unit per five acres unless strict application of this policy renders a legally established parcel as of September 9, 1988, which is less than five acres, as unbuildable. The preceding limitation of one dwelling unit per five acres within wetlands may be applied as a maximum percentage limiting wetland impacts to not more than one and eight-tenths percent of the total non-commercial and non-industrial acreage on a cumulative basis as set forth in section 65-3694(c)(6),

One of the site plan proposals from the developer, Coy A. Clark Co., includes building on a 2-acre lot east of Courtenay Parkway on the Banana River, which is deemed 100% wetlands. Because this plat was not subdivided prior to September 1988, and not part of a five acre parcel, it is unbuildable even with mitigation. If he maintains the entire acreage as a whole, he will need to build on less intrusive land, on the west side of the street, where there is also evidence of emergent wetlands.

The second site plan proposal includes 11 homesites. This does not impact the Banana River wetland, however, it requires access to Curry-Dell Rd which the HOA maintains is privately owned by the neighborhood and has been maintained by them for many years. So, this is currently being legally disputed.

I would just ask that before the rezoning is decided that some of these outstanding issues are resolved. We were told by the developer that he does not plan to show his site plans or discuss any of these issues at the meeting because it does not require him to. But, I think it is important for you all to know that there is no community support for this. This is being driven by the developer which has a contingency offer on the land based on the outcomes of today's meeting.

In my opinion, this sliver of land is not ideal for doubling the amount of houses in such a limited space. I fear that if the process is kicked down the road, the developer will prevail and it will severely impact the tax-paying homeowners that are already in place.

Thank you for your time and any feedback.

Robin Silva

From: [Judy Gustafson](#)
To: [Jones, Jennifer](#)
Subject: ID# 20Z00013
Date: Tuesday, September 22, 2020 10:14:38 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To: the attention of Jennifer Jones,

I am writing in regards to the Planning and Zoning reclassification ID# 20Z00013.

Among the other major concerns already expressed at the meeting September 14 at 3:00pm, there are additional concerns regarding what appears to be an exit onto Tropical Trail. If this is a plan to exit at this point, there are safety problems with this point of exit.

1. This exits directly by/in front of two driveways across the street on Tropical Trail.
2. Tropical is a narrow, winding road. On both the north and south of this exit there are large curves that hinder vision approaching that area,
- 3, There is a church just ¼ mile south that has a large congregation and the traffic in this area can be very busy.
4. If this plan succeeds and twelve houses are built, that could be a minimum of 24 cars using that exit. This is an unattenable situation.

Please take this under serious consideration in addition to the concerns regarding the wildlife and unique ecosystem in this area as well as the possible impact of 12 more septic systems on the underlying aquifer.

I highly recommend that this project NOT be permitted!

Respectfully,

Judy Gustafson
3755 South Tropical Trail
Merritt Island, FL