

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "BAYRIDGE "

23 THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this day of August, 2019, by BAYRIDGE WEST, LLC, a Florida Corporation, hereinafter referred to as the "Developer."

WHEREAS, the Developer is the fee simple owner of lands located in Brevard County, Florida.

NOW THEREFORE, the undersigned adopt the following as the Declaration of Covenants, Conditions and Restrictions for "BAYRIDGE ".

### 1. Introduction and Initial Submission

WHEREAS, the Developer owns that certain Brevard County, Florida, property described in Exhibit "A" hereto (hereinafter referred to as "the Developer's Lands") and intends to create thereon a planned community embracing various uses and building types; and

WHEREAS, the Developer has designed a surface water or storm water management system which encumbers and benefits all of the Developer's Lands and the owners thereof, which surface water or storm water management system must be maintained in perpetuity in accordance with the provisions hereof.

WHEREAS, with a view to preserving and enhancing the value of the dwellings and other buildings erected on the Developer's Lands and promoting the owners' and occupants' welfare, the Developer wishes to submit certain portions of the Developer's Lands to various elements, covenants, restrictions, charges, and liens at this time; and

WHEREAS, to promote the objectives described above, the Developer has formed a non-profit corporation called The BAYRIDGE SUBDIVISION HOA, INC for the purpose of maintaining, administering, and eventually owning various portions of the Developer's Lands intended to be used by all or a segment of the owners and occupants of the residential and recreational buildings on the Developer's Lands and for the purpose of enforcing the covenants, restrictions, charges, and liens created by this Declaration.

NOW THEREFORE, the Developer and the Builder declare that the real property described in Exhibit "A" hereto together with all improvements thereon, together with such additions thereto as are hereafter made pursuant to this Declaration, shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges, and liens created or provided for by this Declaration.

### 2. Definitions

When used in this Declaration each term listed in this Section 2 shall have the meaning indicated there unless the context in which it is used clearly indicates a contrary intention:

"Architectural Review Board" means the committee created pursuant to Paragraph 16 hereof.

"Association" means BAYRIDGE SUBDIVISION HOA, Inc., a not-for-profit Florida corporation, and its successors and assigns

"Articles" means the Association's Articles of Incorporation, a copy of which is attached as Exhibit "B," including any amendments thereto.

"Bylaws" means the Association's Bylaws, a copy of which is attached as Exhibit "C." including any amendments thereto.

"Board" or "Board of Directors" means the Association's Board of Directors.

"Builder" shall mean each person or entity who purchases Residential Parcels from Developer and constructs dwellings thereon.

"City" means the City of Palm Bay, Brevard County, Florida

"Common Areas" means the portion of the Developer's Lands less and except all the lots described in Exhibit "A" attached hereto, plus whatever land is declared to be Common Areas in any Supplemental Declaration, less whatever portions of the Developer's Lands are declared to be withdrawn from the provisions of this Declaration in any supplemental Declaration. The term "Common Areas" shall include any portion of the Surface Water System thereon.

"County" means the County of Brevard, State of Florida.

"Covenants and Restrictions" means the easements, covenants, conditions, restrictions, servitudes, charges, and liens created or provided for by this Declaration.

"Declaration" and "this Declaration" means (and, except as otherwise provided in the definition of "Initial Declaration," "hereto," "hereof," "hereunder," "herein," and words of similar import shall refer to) this instrument as amended from time to time, together with any Supplemental Declarations.

"Developer" means BAYRIDGE WEST, LLC, and any successor or assignee of that corporation which is assigned all the rights of the Developer hereunder (including but not limited to the right to record Supplemental Declarations as contemplated herein) by an express written assignment recorded in the County's Public Records or which succeeds to such rights by merger or consolidation. In the case of a partial assignment of the Developer's rights, the assignee, its successors and assigns shall not be deemed to be the Developer, but may exercise those rights of the Developer specifically assigned to the assignee. Any such partial assignment by the Developer may be made on a non-exclusive basis.

"Developer's Permittees" means the Developer's officers, directors, partners, joint venturers (and the officers, directors and employees of any such corporate partner or joint venturer), employees, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees.

"Director" means a director of the Association.

"Family" means either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than 4 persons not so related who maintain a common household in a Residential Unit.

"General Common Expenses" means the cost of administering the Association and of maintaining, operating, insurance, and paying taxes with respect to the Common Areas, and of maintaining, operating and replacing the Surface Water or Storm Water Management System.

"Improvement" means any structure or artificially created condition or appurtenance located on the properties, including, but not limited to, any building, outbuilding, walkway, dock, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, or landscaping.

“Initial Declaration” means (and, when following a section, paragraph, page or exhibit designation, the word “hereto” shall refer to) this Declaration as recorded in the County’s Public Records.

“Institutional Mortgage” means a first mortgage on a Parcel held by an Institutional Mortgagee.

“Institutional Mortgagee” means any of the following: a bank, a savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension fund, an agency of the United States Government, a mortgage company, a mortgage banker, a lender generally recognized as an institutional-type lender, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Developer, or a shareholder, officer or director of the Developer, or the assignee of the mortgage originally held by one of the foregoing.

“Lead Mortgagee” means the Institutional Mortgagee which at any given time owns more Institutional Mortgages than any other Institutional Mortgagee.

“Management Company” means a person, firm, corporation, or agency employed by the Association as its agent to assist in fulfilling or carrying out certain of the Association’s duties, powers, or functions.

“Member” means any person or entity holding a membership in the Association, and “Membership” means membership in the Association.

“Notice and Hearing” means, with respect to a particular Owner, written notice to that Owner and a public hearing before a tribunal appointed by the Board at which the Owner has an opportunity to be heard in person or by counsel, all in the manner provided in the Bylaws.

“Officer” means an officer of the Association.

“Owner” means the persons or entities (regardless of the number of either) holding fee simple interest of record to any Parcel, including the Developer and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation and excluding purchasers under executory contracts of sale.

“Parcel” means each one of the pieces of land (including all improvements thereon) described on Exhibit “A”.

“Properties” means the property described in Exhibit “A” hereto (including all improvements thereon), plus whatever portions of the Developer’s Lands (together with all improvements thereon) are declared to be properties in any Supplemental Declaration, less whatever portions of the Developer’s Lands (together with all improvements thereon) are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration. The term “properties” shall also include any portion of the Surface Water or Storm Water Management System thereon.

“Residential Parcel” means a Parcel containing a Residential Unit.

“Residential Owner” means the Owner of a Residential Parcel.

“Residential Unit” means a constructed dwelling that is part of the Properties and is intended for use and occupancy as a single family residence.

“Sewer System” means the sewage collection system, and the wastewater disposal system (including any and all related lines, machinery and facilities) servicing or intended to service the properties.

“Supplemental Declaration” means any instrument recorded in the County’s Public Records for the purpose of adding additional properties to the Properties, declaring a group of properties to be Common Areas, withdrawing

properties from the Properties or Common Areas, or otherwise amending or supplementing this Declaration, and approved by the Developer or Association as required in Section 19 hereof.

“Surface Water or Storm Water Management System” shall mean 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 Chapter 62-330, F.A.C.

“Turnover” shall mean the transfer of control of the Association from the Developer to the Non-Developer Members which occurs upon the earliest of the following events:

(a) Thirty (30) days after all the Parcels in the community that will be operated by the Association have been conveyed to Non-Developer Members or the Builder; or

(b) The Developer voluntarily relinquishes control of the Association in a writing delivered to the Association.

“Voting Member” means a Member entitled to cast votes at the Association’s meeting under the terms of Article 3 of the Bylaws.

“Water System” means the water distribution system (including any and all related lines, machinery and facilities) supplying or intended to supply potable and non-potable water to the properties.

### 3. General Plan of Development

3.1 Residential Development. The Developer’s general plan of development contemplates the construction of Residential Units on the Properties.

3.2 Facilities and Amenities Generally. The Developer’s general plan of development may also include whatever facilities and amenities the Developer considers in its sole judgment to be appropriate to the community contemplated by the plan. By way of example, not limitation, the facilities and amenities may include: private streets, roads, rights of way and sidewalks; streets, roads and rights of way dedicated to the public; water collection, treatment and distribution facilities; sewage collection facilities and related wastewater treatment and disposal facilities (including but not limited to an irrigation system utilizing treated effluent from the Storm Water collection facilities); utility and maintenance buildings; and whatever recreational facilities (such as swimming pools, club houses, gazebos, and courts for sports) the Developer may elect, in its sole discretion, to build or have built.

3.3 Sidewalks. The Builder shall be required to construct all sidewalks within the subdivision. The Builder may post a sidewalk bond with the local municipality requiring sidewalks, provided such municipality allows for a sidewalk bond.

3.4 Absence of Obligation. Since the Developer’s general plan of development is temporary and dynamic, nothing in this Section 3 shall obligate the Developer to develop the Developer’s Lands or any portion of them in accordance with its current general plan of development. The Developer’s Site Construction Plans are binding on the Properties, but may be subject to amendment pursuant to the governing regulations, ordinances, and codes of the City; therefore, the Developer is not obligated to develop the Properties in accordance with its current Site Construction Plans as long as any subsequent amendments to the preliminary plan are in conformity with the applicable regulations, ordinances, and codes of the City.

### 4. Additions to and Withdrawals from the Properties

4.1 Additions. The Developer may from time to time, by recording appropriate Supplemental Declarations in the County's Public Records, add all or portions of the Developer's Lands (including the improvements on those portions) to the Properties and may declare all or part of such additional property (including any improvements thereon) to be Common Areas. To be effective, any such Supplemental Declaration must be executed by both the Developer and all the record fee owner or owners of the property which the Supplemental Declaration purports to add to the Properties. Any such Supplemental Declaration may submit the properties added by it to such additions to and modifications of the Covenants and Restrictions contained in the Initial Declaration as may be necessary or convenient, in the Developer's judgment, to reflect or adapt to any change in circumstances or difference in the character of the added properties.

4.2 Designation of Additional Common Areas. The Developer may, from time to time, by recording appropriate Supplemental Declarations in the County's Public Records, designate portions of the then existing properties owned by it to be the Common Areas and/or Limited Common Areas.

4.3 Disclaimer of Implication. Only the properties described in Exhibit "A" hereto are submitted to the Covenants and Restrictions by the Initial Declaration. Unless and until a Supplemental Declaration is recorded in the manner required by Paragraph 4.1 with respect to it, no portion of the remainder of the Developer's Lands shall be in any way affected by the Covenants and Restrictions or other terms of this Declaration and every such portion may be freely sold, conveyed, or otherwise disposed of by their owner or owners free and clear of any of the Covenants and Restrictions and other terms of this Declaration.

4.4 Absence of Obligation Nothing in this Declaration shall be construed to require the Developer to add properties to the Properties or to require it to declare any part or particular part of any properties added to the Properties to be Common Areas.

4.5 Withdrawal Anything herein to the contrary notwithstanding, the Developer reserves the absolute right at any time to withdraw portions of the Properties from the provisions of this Declaration by recording appropriate Supplemental Declarations in the County's Public Records, provided that, to be effective, any such Supplemental Declaration must be executed by the Developer, by every owner of a portion of the property sought to be withdrawn, and by every holder of an Institutional Mortgage on a portion of the property sought to be withdrawn.

## 5. Ownership and Mortgaging of the Common Areas

### 5.1 Ownership.

(a) Transfer to the Association. When neither the Developer nor the Builder no longer own any Parcel in the Developer's Lands, or sooner at the Developer's or Builder's option, the Developer or Builder shall convey to the Association the fee simple title to the Common Areas free and clear of any liens, but subject to (i) any real estate taxes and assessments for the year in which the conveyance taxes take place; (ii) any covenants, conditions, restrictions, reservations, limitations, and easements then of record; and (iii) any zoning ordinances then applicable. The Association shall accept this conveyance of the Common Areas and shall thereafter hold title to them for the benefit of the persons entitled to use them under the provisions of this Declaration. The conveyance shall not impair in any way the Developer's rights and easements set forth in Paragraph 15.

(b) Transfer by the Association Generally The Association may dedicate or transfer all or part of the Common Areas owned by it to any public agency, authority or utility, provided an instrument is recorded in which a majority of the Owners agree by signing the instrument (or a counterpart thereof), to the dedication of transfer and the purposes for which and conditions under which it is made.

### 5.2 Mortgaging.

(a) By the Developer. Subject to Paragraph 5.1(a), the Developer may mortgage any part or all of the Common Areas to finance their construction and development provided (i) the mortgage is

subordinate to this Declaration or the mortgagee recognizes the rights of Owners under this Declaration and (ii) neither the Association nor any non-consenting Owner is personally liable for paying the mortgage.

(b) By the Association. The Association may mortgage all or any part of the Common Areas owned by it for the purposes of improving, repairing, or reconstructing them provided it first obtains the written approval of Owners holding at least a majority of all members' votes.

6. Rights to use the Common Areas

6.1 Owners' Rights and Easements Generally. As long as this Declaration is in effect, each Residential Owner shall have a non-exclusive right to and easement for the use and enjoyment of the Common Areas equal to each other Residential Owner's right thereto. This right and easement shall be appurtenant to and pass with title to that Owner's unit.

6.2 Extent of Owners' Rights and Easements. Except as expressly provided herein to the contrary, any right and easement created by Paragraph 6.1 shall be subject to the following:

(a) The right of the Association to limit the number and type of guests, invitees, or licensees of an Owner who may use the Common Areas;

(b) The right of the Association to establish rules and regulations governing the use of the Common Areas and to charge reasonable admission and other fees for the use of any recreational facility situated on them;

(c) The right of the Association to permit portions of the Common Areas (including, but not limited to, recreational facilities) to be used by one or more Owners and their guests for private parties and other similar functions, subject to the right of the Association to impose reasonable conditions and limitations on such use (including, but not limited to, the posting of a deposit to ensure proper conduct, clean-up, and repairs);

(d) The right of the Association to suspend the right of an Owner to use a portion or all of the Common Areas (with the exception of roadways and other means of ingress and egress) for any period during which any assessment against him/her remains unpaid or any continuing infraction of the Association's rules and regulations continues and for a period not to exceed 30 days for any single, non-recurring infraction of its rules and regulations;

(e) The right of the Association (together with its agents, employees, and independent contractors) to perform the maintenance, repair, and reconstruction obligations described herein;

(f) The rights, easements, and restrictions set forth elsewhere in this Declaration, including but not limited to the rights and easements set forth in Sections 7 and 15 hereof;

6.3 Other Persons Entitled to Use by Virtue of Relationship with an Owner.

(a) Residential Owners. Subject to reasonable regulations adopted by the Association with respect to such persons as well as the matters mentioned in Paragraph 6.2, the members of each Residential Owner's Family, and, if the Residential Owner is a corporation or partnership, its officers, directors, and partners (and the members of their Families), may use the Common Areas with that Owner's permission.

6.4 Private Roadways and Parking Spaces.

(a) Regulation by the Association. The Association may establish reasonable regulations concerning parking or driving on any portion of the Common Areas and may have any vehicle violating them removed. The Association may also install security devices at the entranceways to the Properties to regulate entry into the Properties.

(b) Notwithstanding (a) above, all Members and their families and guests shall have a non-exclusive easement for ingress and egress over the private roadways within the Common Areas for vehicular and pedestrian travel to and from the public streets which are adjacent to the Properties.

6.5 Waiver of Use. No Owner may exempt himself/herself from personal liability for assessments duly levied by the Association, or release the Parcel owned by him/her from the liens and charges provided for herein, by wavier of the use and enjoyment of the Common Areas or by abandonment of his/her Parcel

## 7. Other Easements

7.1 Public Service. Fire, police, health, sanitation, and other public service personnel and their vehicles shall have a permanent and perpetual easement into, over and out of the Common Areas for the purpose of performing their appropriate functions.

7.2 Utilities. There is hereby created and reserved a blanket easement upon, across, through and under the Properties for the ingress, egress, installation, maintenance, repair, replacement, relocation, expansion, and operation of any and all utility and other service lines, facilities, and systems (including without limitation those for supplying electricity, gas, phone service, and cable television service, for collecting, treating, and distributing water and for collecting, treating, and disposing of sewage and wastewater) servicing or intended to service any one or more improvements on the Developer' s Lands and a blanket easement upon, across, through, and under the Common Areas for the disposal, through an irrigation system or otherwise, of treated effluent from any sewage and wastewater collection and disposal system servicing or intended to service one or more improvements. Without limiting the generality of the preceding sentence, the Developer or the party providing any such utility or other service may, by virtue of the easements created by this Paragraph 7.2, install, maintain, repair, and replace on the Properties any and all facilities that are necessary or useful for providing the utility or service, may perform whatever excavations it considers necessary or helpful in doing so and may perform whatever meter installations and meter reading it considers necessary or helpful in operating the utility or service. The Developer is hereby authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easements created by this Paragraph 7.2, and shall be considered and deemed an agent of each Owner for purposes of executing and recording any such instrument with respect to the Parcels owned by that Owner.

7.3 Special Easement for Ingress and Egress. The Association or the Developer may (and is hereby authorized to) grant a perpetual, non-exclusive easement over any roadways (or portions thereof) within portions of the Common Areas owned by it in favor of the owners of dwellings on any portion of the Developer' s Lands and the families, tenants, subtenants, guests, licensees, and invitees of such owners for the purpose of affording them a convenient means of egress by foot and vehicle from those dwellings to the public roads abutting the Developer' s Lands.

7.4 Encroachments. If (a) any portion of the Common Areas encroaches upon any other portion of the Properties; (b) any other portion of the Properties or of the Developer' s Lands owned by the Developer encroaches upon the Common Areas; or (c) any encroachment occurs as the result of (i) construction of an improvement (ii) settling or shifting of an improvement, (iii) alteration or repair of the Common Areas, (iv) repair or restoration of an improvement after damage by fire or other casualty, or (v) a taking by condemnation or eminent domain proceedings of all or any portion of an improvement, then, in any such case, a valid easement shall exist for such encroachment and its maintenance as long as the improvement causing the encroachment stands, so long as it is approved by the Developer, Builder or the Association.

7.5 Support. In any case in which a structure included in the Common Areas adjoins a structure included in any other portion of the Properties, each structure shall have and be subject to an easement of support and necessity in favor of the other structure.

7.6 Surface Water or Storm Water Management System. There is hereby created and reserved a blanket easement upon, across, through, and under the Properties for the ingress, egress, installation, maintenance, repair, replacement, relocation, and operation of any and all of the Surface Water or Storm Water Management System. This easement shall be appurtenant to and for the benefit of all the Developer' s Lands. Said

easement contemplates the construction of all surface water or storm water drainage improvements and facilities shown on the plans for the Surface Water or Storm Water Management System for BAYRIDGE as approved by City of Palm Bay and the St. John's River Water Management District, as modified, and any replacement or substitute permits issued by the St. John's River Water Management District, and such additional or supplemental facilities that may be reasonably required to provide adequate storm drainage and surface water management to all portions of the community.

Not less than annually, the Association shall be required to inspect and measure all drainage systems located within the community to ensure that the drainage systems are operated as designed. The Association shall be required to modify the drainage systems should maintenance measures be insufficient to achieve the operation of the drainage systems as designed. The Association must apply for and obtain approval from the St. John's River Water Management District for any alternative design prior to installation.

7.7 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

8. Water and Sewer Systems. The City of Palm Bay shall provide water and sewer service to the Developer's Lands.

9. The Association

9.1 Membership. The Developer and every Owner shall be a Member, but no Owner shall have more than one Membership for each Parcel owned. Membership shall not be assignable.

9.2 Voting by Voting Members After Turnover of the Association by the Developer to the Owners, each Member shall be entitled to one vote for each Parcel owned by the Member Prior to Turnover to the Owners, the Developer, its successors or assigns, shall exercise total control of the Association.

9.3 Construction Commencement and Completion Construction of a Residential Unit must commence within two (2) years of purchase of the Parcel by a person other than the Developer or Builder, and must be completed within nine (9) months after the date of commencement. If the construction is not completed within said nine (9) month period, the Association shall have the right, but not the obligation, to maintain the Parcel in a neat and orderly condition until completion of construction All costs incurred by the Association in doing so shall constitute a special assessment against the Parcel and the Owner, enforceable as provided herein.

10. Use Restrictions

10.1 Compliance with Zoning Ordinances. No use may be made of a Parcel or the Common Areas that violates any applicable zoning ordinance or resolution or the relevant Site Construction Plans.

10.2 Rules and Regulations. No person shall use the Common Areas or any part of them in any manner contrary to the rules and regulations adopted by the Board under the Bylaws.



10.3 Offensive Conduct. No behavior or practice shall be permitted on the Common Areas that endangers or unreasonably annoys an Owner or other authorized user of the Common Areas or that might cause the premiums for insurance on the Common Areas to be increased, and no immoral or unlawful use shall be made of any part of the Common Areas.

10.4 Animals. No animal owned by (or in the custody of) a Residential Owner or his/her tenants or guests shall be permitted on the Common Areas except when it is leashed or carried by hand and is in an area that the Association has specially designated for pets. The Board may order temporarily or permanently banned from the Common Areas, and/or the Properties generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering, or otherwise. No animal may be kept on the Properties for commercial or breeding purposes. No animal may be kept outside a Residential Unit unless someone is present in the unit. Any resident shall pick up and remove any solid animal waste deposited by the pet on the Developer's Lands, except designated pet-walk areas, if any.

10.5 Children. Children must observe the rules and regulations adopted by the Association for the use of the Common Areas to the same extent adults and Owners must.

10.6 Security Stops. The Association's security personnel shall have the right to stop and question persons on the Common Areas and to require satisfactory evidence of any such person's rights to be where he/she is stopped. Any such person who fails to establish that right may be required to leave the Common Areas (even if he/she actually is entitled to be where he/she is stopped, but fails to satisfactorily prove that he/she is).

10.7 Water Conservation. No Owner shall replace or remove any fixture which controls the amount of water consumption on to his/her Parcel and which was installed on the Parcel by the Developer or Builder if the likely result of the replacement or removal would be to increase the amount of such consumption. The Board of Directors may grant a complete or conditional exemption from the foregoing restriction in any case in which removal or replacement of a particular fixture is due to the device's malfunctioning, deterioration, or destruction and its replacement with a fixture or device which is not likely to increase the amount of water consumption relative to the Parcel is unfeasible or unduly burdensome because of the unavailability or prohibitive expense of such a fixture or device.

10.8 Damage. The Association may levy a special assessment on any Owner or Owners whose negligence or willful misconduct (or that of such Owner's family member, guest or invitee) causes damage to the Common Areas or increases insurance premiums with respect thereto, in the amount of the expense attributable to the cost of repair of the damage or the increased insurance premiums.

10.9 One Unit Per Parcel. Only one Residential Unit shall be constructed on any Parcel. Such Residential Unit shall comply with minimum standards as specified by the Architectural Review Board. The minimum square footage of the air-conditioned portion of a dwelling (excluding the garage) shall be 1,600 square feet. All roofs shall be of asphalt shingle.

10.10 Occupancy. No Residential Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Developer's Lands.

10.11 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Properties or within any Parcel or Residential Unit by any Owner or resident of the Properties, other than the marketing and sale of Parcels and improvements thereon.

10.12 Leases. All leases or rentals of a Residential Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and copies shall be delivered to the Association prior to occupancy by the tenant(s). No lease shall be for a period of less than fifteen (15) days; provided, however, there shall be a maximum of two (2) rental periods in any twelve (12) month period.

10.13 Outside Storage of Personal Property. The personal property of any resident shall be kept inside the resident' s unit or a fenced or a walled-in-yard, except for tasteful patio furniture and other personal property commonly kept outside.

10.14 Portable Structures. No portable, storage, temporary, or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Parcel for storage or otherwise, without the prior written consent of the Association.

10.15 Garbage and Trash. Each Residential Owner shall regularly pick up all garbage, trash, refuse, or rubbish on the Owner' s Parcel. Garbage, trash, refuse, or rubbish that is required to be placed at the front of the Parcel in order to be collected may be placed and kept at the front of the Parcel after 9:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse, or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters, or garbage facilities shall be stored inside a Residential Unit or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. All trash receptacles shall have a locking device.

10.16 Vehicles. No vehicle other than a private passenger automobile shall be parked outside any Residential Unit. No Commercial or Recreational vehicles shall be permitted to be parked, stored or stopped on the property per City of Palm Bay ordinance 185.123. The Owner and residents of any Residential Unit may not keep more than four vehicles within the Properties on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Properties. All vehicles parked within the Properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Properties for more than 24 hours, and no major repair of any vehicle shall be made on the Properties. Motorcycles are not permitted in the Properties except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Developer' s Lands. No vehicle may be parked on the streets and roads within the Properties unless express permission has been granted by the Association. Examples of instances for which the Association will grant such permission are: private parties, Association meetings, Association committee meetings, private gatherings.

10.17 Landscaping.

10.17.1 The installation and maintenance of landscaping on the Common Areas shall be the responsibility of the Association.

10.17.2 Each Residential Owner shall be required to install and maintain tasteful landscaping on his/her Parcel, and on any contiguous property between his/her Parcel and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the Association (see Section 16).

10.17.3 All Residential Parcels improved with a dwelling, before occupancy of the dwelling, shall be entirely sodded (except for landscaped areas). All owners are responsible to maintain their yard, (grass landscaping and flower bed coverings- mulch or stone) in good condition consistent with appearances of a newly completed home or the HOA has a right to enter the property and maintain for the owner at 2x the actual cost of materials and labor.

10.17.4 (a) All new dwellings shall be required to include landscaping costing at least \$1000.00 exclusive of the cost of sod and irrigation system.

10.17.4 (b) The following lots shall be required to plant one additional 10' or taller with a 2" caliper or larger hardwood tree (eg. oak, holly, pine, or elm) in addition to what the landscaping code requires, in order to obtain a Certificate of Occupancy for the home:

10,11,12,13,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,61,62,63,64,65,66,76,77,78,79,80,81, 82,83,84,94,95,108,109,110,111,112,113,125,126,127,128,129,139,140,141,1,2,14,15,16,17,18, 19,20,21,22,23,53,54,55,56,57,58,59,70,71,72,73,74,75,85,86,87,88,89,90,91,92,93,96,98,99,100, 101,102,114,115,134,135,136,137,138,142,143

10.17.5 No trees with a caliper of four (4) inches or greater may be removed from any Parcel without prior written consent of the ARB. Consent shall be in the sole discretion of the Board.

10.18 Maintenance. Each Residential Owner shall maintain his/her unit and all improvements upon his/her Parcel in first class condition at all times, except any portions thereof to be maintained by the Association as provided in this Declaration. The exterior of all Residential Units, including, but not limited to, roofs, walls, windows, patio areas, pools, screening, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other units, and no excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted. No Residential Owner shall change the exterior color of his/her Unit without the consent of the Association. All sidewalks, driveways and parking areas within the Owner's Parcel or serving the Owner's Parcel shall be cleaned and kept free of debris, and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

10.19 Air Conditioning Units and Other Equipment Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All exterior air conditioning units, pumps, electric, mechanical and all other equipment must be screened from view by landscaping or other Association approved materials, and in any event, no exterior air conditioning units or other equipment shall be placed in the front of a Residential Unit.

10.20 Clotheslines and Outside Clothes Drying. No clothesline or clothes pole shall be erected, and no outside clothes-drying is permitted, except where such activity is mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Parcel used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. Provided, however, nothing contained in this paragraph shall be construed to limit the reasonable use of energy devices based on renewable resources as provided in Florida Statute 16304.

10.21 Nuisances. No nuisances shall be permitted within the Properties, and no use or practice which is an unreasonable source of annoyance to the residents within the Developer's Lands or which shall interfere with the peaceful possession and proper use of the Developer's Lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by all residents and guests.

10.22 Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted without the prior written consent of the Association; provided, however, one (1) satellite dish or antenna no larger than 18" in diameter shall be allowed on each Residential Parcel in a location which will make it not visible from anywhere in front of the dwelling. The foregoing shall not prohibit any common antenna or signal receiving dish owned by the Association.

10.23 Walls, Fences and Driveways. No wall or fence shall exceed six (6) feet above the finished grade of the Parcel. All walls and fences shall be white vinyl, unless otherwise specifically approved by the ARB. No wood fences or walls shall be permitted. Four (4) foot' metal picket fences shall be allowed for the rear of yards facing the lake.

10.24 Signs. No signs shall be placed upon any Parcel, and no signs shall be placed in or upon any Residential Unit which are visible from the exterior of the Unit, without the prior written consent of the Association. Any permitted signs must comply with any specifications adopted by the Association.

10.25 Window Treatments and Solar Panels. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. Solar panels shall not be visible from the street(s) on which the dwelling is situated.

10.26 Boats and Recreational Vehicles. No boats, trailers, or recreational vehicles of any type may be kept or stored upon any Parcel outside of any Residential Unit, without the prior written consent of the Association. No boats, trailers or recreational vehicles may be parked on any of the streets within the community, except for loading and unloading.

10.27 Surface Water Management. No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the Developer's Lands without the prior written approval of the Association and any controlling governmental authority, including, but not limited to, the excavation or filling in of any lake or portion of the Developer's Lands, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Developer's Lands by Developer or Builder or by the developer of any portion of the Developer's Lands in accordance with permits issued by controlling governmental authorities.

10.28 Swimming Pools. Construction of a swimming pool may be only of concrete or a concrete-type material. The outside edge of any pool shall not be closer than five feet to a line extended and aligned with the side walls of the Residential Unit. No screening of a pool area may extend beyond a line extended and aligned with the side walls of the Unit. Pool screening may not be higher than two stories. No overhead electrical wires shall cross any pool. Any pool lights, other than underwater lights, must be at least four feet from the edge of the pool. No swimming pool having an elevation exceeding one foot above normal grade shall be permitted. In cases where the back yard surrounding a pool is not fenced in, the pool itself must be completely enclosed with a fence not less than five feet in height, or a screen enclosure. The entrance gate to the back yard or the pool itself, as the case may be, is to be constructed with a self-locking latch placed at least 40 inches above the ground.

10.29 Exterior Lighting. A minimum exterior lighting plan must be included with the building plans for any new Residential Unit submitted for approval by the Developer or the Architectural Review Board. All exterior lighting shall be maintained in good working condition at all times.

10.30 Mail Boxes. There will be a community mailbox at a designated location approved by the Post Office and the City of Palm Bay. No other mailboxes are allowed.

10.31 Sports or Play Structures. No movable or permanent structures or apparatuses related to physical fitness, sports or recreation shall be located on any Lot where it is visible from any street or road.

The Association shall be responsible for enforcing the requirements and restrictions contained in this Paragraph 10.

## 11. Maintenance and Taxes

11.1 Maintenance of Common Areas. The Association shall be responsible for maintaining all of the Common Areas (including all furnishings, fixtures, equipment and vegetation located on them) in a clean, safe and orderly condition and repairing or replacing them when necessary. The Board of Directors shall be responsible for ordering maintenance of the Common Areas to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies.

11.2 Taxes and Assessments. The Association shall promptly pay when due all real estate and personal property taxes and governmental assessments levied with respect to the Common Areas (including all improvements, fixtures, furnishings and equipment thereon), irrespective of whether it holds title to them.

11.3 Maintenance of 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 management capabilities as permitted by the St. Johns River Water Management District. 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.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

12. Insurance

12.1 Casualty. The Association shall at all times keep the Common Areas insured in an amount equal to their maximum insurable replacement value. Such coverage shall afford protection against:

(a) Fire. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Other Risks. Such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use to the improvements on the Common Areas, including, but not limited to, flooding, vandalism and malicious mischief.

All or any part of such coverage may be extended to such person(s) of the Association as the Board may deem desirable. The coverage described in this Paragraph 12.1 shall be written in the name of the Association, and its proceeds shall, subject to Paragraph 12.3, be payable to the Association.

12.2 Public Liability. The Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board and the Owners against liability in connection with the Common Areas in such amounts as the Board may deem desirable. Subject to reasonable availability, any such policy shall have a cross liability endorsement to cover liability of the Owners as a group to an Owner and vice versa.

12.3 Additional Coverage. The Association shall obtain whatever other insurance the Board of Directors determines from time to time to be desirable.

12.4 Insurance Trustee. The Board may designate a Florida or national bank with trust powers to function as an insurance trustee and may have the policies purchased under this Paragraph 12 provide for payment of their proceeds to that insurance trustee. Any such insurance trustee shall be responsible only for receiving whatever proceeds are paid to it and for distributing them in the manner and for the purposes set forth in Paragraph 13.

12.5 Premiums. The premiums for insurance purchased pursuant to this Paragraph 12 shall be charged to the Owners as part of the assessments provided for in Paragraph 14.

13. Repair of Damage to the Common Areas

13.1 Repair and Reconstruction Generally. The repair and reconstruction of the Common Areas after casualty shall be governed by the following provisions:

(a) Sufficient Insurance Proceeds If in the event of damage or destruction of the Common Areas the insurance proceeds are sufficient to effect total restoration, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed.

(b) Nearly Sufficient Insurance Proceeds. If the insurance proceeds are within \$25,000.00 of being sufficient to effect total restoration to the Common Areas, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against all of the Owners in proportion to their assessment shares provided in Paragraph 14.5.

(c) Insufficient Insurance Proceeds. If the insurance proceeds are insufficient by more than \$25,000.00 to effect total restoration of the Common Areas, then by voting in person or by proxy at a duly called Association meeting, the Voting Members shall determine whether (1) to rebuild and restore the damaged Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds in excess of the insurance proceeds by levying special assessments against all the Owners in proportion to their assessment shares; (2) to rebuild and restore the damaged Common Areas in a manner which utilizes all available insurance proceeds, as well as an additional amount assessable to all the Owners as aforesaid but which is less expensive than replacing the damaged Common Areas; or (3) to distribute the available insurance proceeds to the Owners in proportion to their assessment shares and not repair the damage.

(d) Escalation of Threshold Amounts The dollar amounts specified in Paragraphs 13.1(a) through 13.1(c) shall be adjusted every 12 months after the Initial Declaration is recorded to reflect changes in the Consumer Price Index published by the United States Bureau of Labor Statistics (or some alternative or successor index reflecting the cost of living and selected by the Board).

13.2 Negligence or Willful Misconduct. Each Owner shall be liable to the Association for any damage to the Common Areas attributable to his/her negligence or willful misconduct or that of his/her family or guests, to the extent the damage is not covered by insurance.

#### 14. Assessments

##### 14.1 Covenant to Pay; Creation of Lien.

(a) Covenant. The Developer, for each Parcel now or hereafter owned by it, hereby covenants and agrees to pay the Association periodic and special assessments as hereinafter provided; and each person or entity who accepts a deed to a Parcel or who accepts title thereto as an heir or devisee is hereby deemed to have covenanted and agreed to pay the Association periodic and special assessments as hereinafter provided (whether or not the covenant or agreement is expressly mentioned in the deed or other instrument by which he/she or it acquired title).

(b) Creation of Lien Each periodic and special assessment provided for in this Paragraph 14, together with any related interest, penalties and costs of collection provided for in this Paragraph 14, shall constitute a charge and continuing lien on the Parcel against which the assessment is made and on any Improvements on that Parcel.

(c) Personal Obligation. Each periodic and special assessment provided for in this Paragraph 14, together with any related interest, penalties and costs of collection, shall also constitute the personal obligation of the Owner of the Parcel against which the assessment is made and, except as otherwise provided herein, the personal obligation of his/her successors and assigns. If the Owner consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the obligation.

##### (d) Covenant for Maintenance Assessments for Association.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

14.2 Purpose. The assessments imposed pursuant to this Section 14 shall be used exclusively for the operation and administration of the Association and the operation, maintenance, restoration, and improvement of the Common Areas and the landscape maintenance described in Paragraph 10.17.1, and maintenance of the Surface Water or Storm Water Management System as provided in this Declaration and the Bylaws. These purposes shall be liberally construed, however, to promote effectively the welfare, safety and recreational opportunities of the Owners and their families and invitees.

14.3 Periodic Assessments; Board's Determination of Amount and Frequency of Payment.

(a) The Board shall fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner subject to assessment at least 30 days in advance of the period covered by the assessment. The amount fixed by the Board may include reasonable reserves for repairs and capital improvements on the Common Areas and shall take into account the income, if any, expected to be derived from any lease or other disposition of portions of the Common Areas and any dues or other charges expected to be derived from members of the public entitled to use portions thereof. The Board may provide in its absolute discretion that the periodic assessments be payable either semi-annually, quarterly or monthly, and, if any Owner fails to pay an installment of an assessment after written notice to the Owner, accelerate the remaining installments of that assessment against such Owner.

(b) Each Residential Owner who is the first owner of a Residential Parcel shall pay to the Association \$500.00 as an initial capital contribution. Such amount shall be paid at the closing of the purchase of the Residential Parcel. Such funds shall be maintained separately from periodic and special assessments until after Turnover.

14.4 Special Assessments.

(a) On Owners Generally. Special assessments may at any time be levied by the Board upon all Owners subject to periodic assessments for any of the following purposes and on any of the following conditions:

(i) for repair or restoration of the Common Areas after casualty in accordance with Paragraph 13.

(ii) for capital improvements upon the Common Areas (including appurtenant or related fixtures and personalty), provided that any such assessment that is in the aggregate in excess of \$25,000.00 (which amount shall be adjusted every 12 months after this Declaration is recorded in the same manner as the amounts mentioned in Paragraphs 13(a) through 13(c) are adjusted pursuant to Paragraph 13(d)) shall require to be cast in favor of it, at a duly called meeting at which a quorum exists, a majority of the votes entitled to be cast by the Voting Members who are present in person or by proxy. Any such assessment that is in the aggregate in excess of \$100,000.00 (which amount shall be adjusted every 12 months after the Initial Declaration is recorded in the same manner as the amounts mentioned in Paragraph 13(d)) shall require to be cast in favor of it at a duly called meeting at which a quorum exists, two-thirds of the votes entitled to be cast by the Voting Members who are present in person or by proxy;

(iii) to make up deficits in operating and maintenance accounts resulting from inadequate periodic assessments;

(iv) for purposes and on conditions stated elsewhere herein.

(b) Culpable Owner. A special assessment may be levied against any Owner to collect any liability of that Owner to the Association provided for in Paragraph 9.3 or Paragraph 13.2 or any liability arising from a violation by that Owner of this Declaration, the Bylaws or the Association's rules and regulations.

14.5 Share of Assets. The periodic assessments provided for in Paragraph 14.3 and the special assessments provided for in Paragraph 14.4(a) shall be assessed against each Parcel equally.

(a) The Developer and the Builder shall be excused from the payment of any assessment of any type whatsoever attributable to any Unit or Parcel owned by the Developer or Builder so long as the Developer has not turned over control of the Association to the Owners other than the Builder. The Developer agrees to pay the portion of the assessments required for the purpose set forth in Paragraphs 14.2, 14.3 and 14.4 hereof during that period where actual cash expenses of the Association which exceed the amount assessed against the other Owners.

14.6 Non-Use. No Owner may exempt himself/herself from personal liability for periodic or special assessments levied by the Association hereunder, or release his/her Parcel from the liens imposed hereby, by his/her failure to use the Common Areas or abandonment of his/her Parcel.

14.7 Association's Remedies for Non-Payment.

(a) Penalties for Delinquency Any assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest at the highest rate permitted by law from the date it is due until the date it is paid. In addition, the Owner of any Parcel with respect to which an assessment is overdue by more than twenty (20) days may be required by the Board to pay the Association a late charge equal to the greater of \$50.00 or 10% of the amount of the delinquent installment.

(b) Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Parcel in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the costs and expenses mentioned in Paragraph 14.7(c)) without waving any claim of lien, provided that in either case the Association must give the delinquent Owner at least thirty (30) days written notice of its intentions and, in the case of a foreclosure, must file a Claim of Lien in the County's Public Records. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a Claim of Lien was filed, the Owner curing the default is entitled to have a Satisfaction of Lien recorded upon payment to the Association of a fee to be determined by the Association but not to exceed \$50.00.

(c) Attorney's Fees and Other Costs of Enforcement. Reasonable attorney's fees incurred by the Association or its agent incident to the collection of any unpaid periodic or special assessment or the enforcement of any lien provided for by Paragraph 14.1 (including attorney's fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all the sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and secured by the Association's lien.

(d) Status of Transferees. No person or entity that acquires title to property within the Properties as a result of a foreclosure of an Institutional Mortgage or that accepts a deed to all such property in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or special assessments pertaining to that property or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a Claim of Lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such shares of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners including the new Owner of the Property in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of assessable property shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his/her share of the assessments up to the time of the conveyance. Anything contained in this Paragraph 14.7 to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic or



special assessments coming due while he/she is the Owner of assessable property regardless of how title to it was acquired.

(e) Cumulative Remedies. The remedies provided in this Paragraph 14.7 shall be cumulative and not mutually exclusive.

(f) Association's Certificate. Each Owner of an assessable Parcel and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his/her Parcel upon payment to the Association of a reasonable fee not exceeding \$25.00. Any person other than the Owner of the Parcel in question who relies upon such a certificate shall be protected hereby.

14.8 Lien Priority. Any lien provided for in this Declaration shall be subordinate to a competing lien of an Institutional Mortgage made in good faith and for value and recorded before a Claim of Lien is filed under Paragraph 14.7(b).

#### 15. Additional Rights of the Developer

15.1 General. Notwithstanding any other provision in this Declaration to the contrary, the Developer shall have in addition to its other rights, the rights described below in Paragraphs 15.1(a) through 15.1(g) and it hereby creates and reserves a blanket easement for itself to enable itself to exercise those rights free of any interference by the Association or any Owner.

(a) Effectuation of General Plan of Development. The right to execute all documents and take all actions affecting the Properties which, in the Developer's sole discretion, are desirable or necessary to effectuate or facilitate its plan of development for the Developer's Lands;

(b) Platting. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Properties it owns;

(c) Development Planning. The right to determine, in its sole discretion, the type of Improvements, if any, to be constructed on the Common Areas and the right to revise its plans concerning such Improvements;

(d) Construction. The right to construct and maintain, on any portion of the properties owned or controlled by it and on any portion of the Common Areas, whatever Improvements it desires to construct (which right shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Developer is engaged in any construction or improvement work on or within the Developer's Lands, as well as an easement for the storage of materials, vehicles, tools, equipment and the like which are being utilized in such work);

(e) Marketing. The right to sell, lease and otherwise dispose of existing and planned Parcels (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Properties, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use all streets, roads and parking spaces on the Common Areas and to visit and inspect the facilities on the Common Areas), and to place signs and other promotional devices on any portion or portions of the Properties without regard to their size or aesthetic appeal;

(f) Participating Builders. The right to assign or delegate, fully or partially, to Builder on any one or more Participating Builders and/or those Participating Builders' Permittees any one or more of the rights (including exemptions from restrictions or requirements) created or reserved by this Declaration.

(g) Preliminary Development Plan. The Site Construction Plans subject to amendments in conformity with County and City ordinances, regulations and codes, shall be the basis for development, planning and construction.

15.2 Injunctive Relief for Interference. The Developer shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Paragraph 15, in addition to whatever remedies at law it might be entitled to.

16. Architectural Control

16.1 Composition. The Architectural Review Board shall consist of three (3) members, who initially shall be persons designated by the Developer. Each of those persons shall hold office until all Residential Units planned to be constructed on the Developer's Lands have been constructed and conveyed (or sooner at the Developer's option) unless the Developer removes him/her and replaces him/her with a new appointee before that time. Thereafter, each new member of the Architectural Review Board shall be appointed by the Board of Directors and shall hold office until such time as he resigns or is removed, as provided herein. Members of the Architectural Review Board appointed by the Board may be removed by the Board at any time without cause.

16.2 Review of Proposed Construction. Subject to Paragraph 16.9, no Improvement (including landscaping) shall be erected or installed on the Properties, no Improvement shall be painted or otherwise modified, and no screening, canopy, shutter, solar heating equipment or other appurtenance shall be attached to or placed upon the exterior of an Improvement containing one or more Residential Units, unless and until, in any such case, the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed work have been submitted to, and approved in writing, by the Architectural Review Board. The Architectural Review Board shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Architectural Review Board may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Review Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Architectural Review Board may require such detail in plans and specifications submitted for its review as it considers proper, including, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by it of required plans and specifications, the Architectural Review Board may postpone review of any proposal submitted for approval. The Architectural Review Board shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and a proposal that is not rejected within such thirty (30) day period shall be deemed approved. Notwithstanding any provision in this Paragraph 16 to the contrary, the approval of the Architectural Review Board shall not be required for any additions, changes or alterations to an Improvement, if the additions, changes or alterations (as the case may be) are not visible from outside the Improvement, or, if in the case of painting (or the like), the color and quality thereof is substantially the same as it originally existed.

16.3 Meetings of the Architectural Review Board. The Architectural Review Board shall meet from time to time as necessary to perform its duties hereunder. The Architectural Review Board may from time to time, by resolution unanimously adopted in writing, designate a representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Architectural Review Board, except the granting of variances pursuant to Paragraph 16.9 hereof. In the absence of such a designation, the vote of any two (2) members of the Architectural Review Board shall constitute an act of the Architectural Review Board.

16.4 No Waiver of Future Approvals. The approval of the Architectural Review Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any proposals or plans and specifications (including landscaping) subsequently or additionally submitted for approval or consent

16.5 Compensation of Members. The members of the Architectural Review Board shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

16.6 Inspection of Work. The inspection of work and correction of defects therein shall proceed as follows:

(a) Notice of Completion. Upon the completion of any work for which approved plans are required under this Paragraph 16, the applicant for such approval ("the Applicant") shall give the Architectural Review Board written notice of the completion.

(b) Inspection. Within 45 days thereafter, the Architectural Review Board, or its authorized representative, may inspect the work. If the Architectural Review Board finds that the work was not done in substantial compliance with the approved plans, it shall notify the applicant in writing of the non-compliance within 45 days, specifying the particulars of non-compliance.

(c) Non-Compliance. Any applicant who receives notice of non-compliance as provided in Paragraph 16.6(b) hereof shall remedy the non-compliance within thirty (30) days of being notified, and, if he/she fails to, the Architectural Review Board shall notify the Board in writing of the failure. Upon receipt of the notice of non-compliance, the Board shall schedule a hearing on the issue(s) of non-compliance and shall give a minimum ten (10) days written notice of the hearing and issues to the applicant. At the hearing, the Board shall determine whether there is a non-compliance and, if so, its nature and the estimated cost of correcting and removing it. If a non-compliance exists, the Applicant shall remedy or remove it within a period of fifteen (15) days from the date of the announcement of the Board's ruling. If the applicant does not comply with the Board's ruling within that period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and in either case the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection with the Board's action. If the Applicant fails to promptly reimburse the Association its expenses, the Board shall levy a special assessment against the Applicant for reimbursement.

(d) Effect of Committee's Failure to Notify Applicant. If for any reason the Architectural Review Board fails to notify the Applicant of any non-compliance within 45 days after receipt of his written notice of completion, the Improvements shall be deemed to be in accordance with the plans approved by the Architectural Review Board.

16.7 Failure to Apply. If any work is performed in violation of the first sentence of Paragraph 16.2 hereof, the Association shall have (in addition to whatever remedies it may have under Paragraph 21.4 hereof) the same remedies it would have under Paragraph 16.6(c) hereof and the Board determined the work to have resulted in a non-compliance.

16.8 Non-Liability of Committee Members Neither the Architectural Review Board, any of its members, nor its authorized representative, shall be liable to the Association, any homeowners association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Review Board's duties hereunder, unless the loss, damage or injury is due to the willful misconduct or bad faith of one of its members (in which case only the culpable member shall have any liability). The Architectural Review Board shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the overall community created or planned to be created on the Developer's Lands. The Architectural Review Board shall take into consideration the aesthetic aspects of the architectural designs, the extent of its visual impact on the rest of the community, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. It shall not, however, be responsible for reviewing any plan or design from the standpoint as structural safety or conformance with building or other codes.

16.9 Variances. The Architectural Review Board may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural

obstructions, hardship, aesthetic or environmental considerations dictate a variance. Any such variance must be evidenced in a writing signed by at least two (2) members of the Architectural Review Board. No violation of the Covenants and Restrictions shall be deemed to have occurred with respect to a matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the Covenants and Restrictions for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his/her use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

17. Additional Rights of Institutional Mortgagees

17.1 Maintenance of Mortgagee's Roster. Upon mortgaging his/her Parcel, every Owner shall notify the Association of the mortgagee's name and address. The Association shall maintain such information on a register showing the name of each Owner and the identity of each mortgagee holding a mortgage on a Parcel.

17.2 Additional Rights of Institutional Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional Mortgagee which owns an Institutional Mortgage shall be entitled, upon written request, to:

(a) Annual Financial Report. Receive from the Association a copy of the Association's annual financial report;

(b) Inspection of Books. Inspect the Association's books and records during normal business hours;

(c) Notice of Defaults. Receive notice from the Association of a default under the Declaration by the Owner of a Parcel encumbered by its mortgage, if the default remains uncured for thirty (30) days;

(d) Notice of Casualty. Receive timely written notice of casualty damage to or condemnation of any part of the Common Areas;

(e) Notice of Meetings. Receive from the Association written notice of any meeting of the Association's membership for the purpose of considering or voting on any Amendment to this Declaration, the By-Laws or the Articles;

(f) Insurance Endorsement. Be given an endorsement to each insurance policy covering the Common Areas that require that the Institutional Mortgagee be given any notice of cancellation provided for in the policy;

(g) Payment of Taxes and Like Charges. Pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against a portion of the Common Areas and receive immediate reimbursement from the Association;

(h) Payment of Premiums. Pay, singly or jointly, any overdue premiums on any hazard insurance policy covering Common Areas or obtain, singly or jointly, new hazard insurance coverage on Common Areas upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association;

(i) Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Parcel number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the community or the mortgaged Parcel;
- (ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Parcel on which it holds a mortgage;
- (iii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (iv) Any proposed action that requires the consent of a specified percentage of mortgage holders.

17.3 Intention that an Institutional Mortgage be a First Mortgage. Whenever an Institutional Mortgage fails by some circumstance to be a first mortgage, but it is evident that it was intended to be a first mortgage, it shall, for the purpose of this Declaration, be deemed to be a first Institutional Mortgage.

17.4 Clarification of Approval Requirements In determining whether the holders of a stated percentage of the Institutional Mortgages of record have approved a matter, (a) the dollar amount secured by each Mortgage shall be irrelevant; and (b) the holder of an Institutional Mortgage securing a construction loan shall be deemed by reason thereof to hold a number of Institutional Mortgages equal to the number of Parcels that are encumbered by such mortgage.

18. Amendments to Declaration. After Turnover of the Association by the Developer to Owners other than the Developer and the Builder, this Declaration may be amended only by (a) the affirmative vote or written consent of the Owners holding not less than a majority of the Membership. Prior to Turnover, this Declaration may be amended only by the Developer or Builder; provided, however, at no time shall an amendment shall be permitted which has a materially adverse effect upon substantial rights of an Owner or Institutional Mortgagee without the Owner's or Institutional Mortgagee's prior written consent and no amendment shall be permitted which changes the rights, privileges and obligations of the Developer, without the Developer's prior written consent. Without in any way limiting the generality of the foregoing, as long as it owns any portion of the Developer's Lands, the Developer and/or Builder shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Governmental National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more Institutional mortgages on Residential Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the salability of its mortgages on Residential Units to one or more of the foregoing. Nothing contained herein shall affect the right of the Developer or Builder to make, without the consent or approval of any other Owner or any Institutional Mortgagee or anyone else, whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby to be made without any such consent or approval, or to make, without any such consent or approval, any amendment designed to correct a scrivener's or surveyor's error. Notwithstanding the above language, any amendment to this Declaration which alters the Surface Water or Storm Water 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. John's River Water Management District.

19. Effect and Duration of Covenants The Covenants and Restrictions shall run with, bind, benefit and burden all of the Properties, and shall run with, bind, and be enforceable by and against the Developer, the Builder, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of 40 years from the date the Initial Declaration is recorded. After that time they shall be automatically extended for successive periods of ten (10) years each unless an instrument has been recorded in which eighty percent (80%) of the then members of the Association and eighty percent (80%) of the holders of the then outstanding Institutional Mortgages agree by signing it to revoke the Covenants and Restrictions in whole or in part and the County consents to the revocation; provided, however, that no such agreement shall be effective unless it is made and recorded at least two (2) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is taken. Each person who owns, occupies or acquires any right, title, estate or interest in or to any portions of the Properties

shall be conclusively deemed to have consented and agreed to each and every one of the provisions of this Declaration, whether or not any reference to the provisions of this Declaration is contained in the instrument by which that person acquired an interest in that property. If any provision or application of this Declaration would prevent the provisions of this Declaration from running with the Properties as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow the provisions hereof to so run with the Properties; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (i.e., that the provisions hereof run with the lands as aforesaid) be achieved.

20. Miscellaneous Provisions

20.1 Consents and Approvals. In any case in which the Developer's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld and, if not granted or denied within ninety (90) days after written request therefore, shall be deemed to have been granted provided that notice of this provision is contained in the written request.

20.2 Constructive Notice and Acceptance. Each person who owns, leases, occupies or otherwise has any right, title, estate or interest in or to any Unit shall be conclusively deemed to have consented and agreed to each and every one of the Covenants and Restrictions, whether or not any reference to the Covenants and Restrictions is contained in the instrument by which that person acquired an interest in that property.

20.3 No Representations or Warranties No representations or warranties of any kind, express or implied, have been given or made by the Developer or its agents or employers regarding the physical condition of the Common Areas, their zoning, their compliance with applicable laws, their fitness for intended use of the cost of their operation and maintenance, except as specifically and expressly set forth in this Declaration.

20.4 Enforcement Generally. The Association or any Owner may enforce the Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any one or more of them. 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 the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

20.5 No Waiver. No requirement contained in this Declaration or the By-Laws shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

20.6 Severability. The invalidity in whole or in part of any covenant, restriction or other provision of this Declaration, the By-Laws or the Articles shall not affect the validity of their remaining portions.

20.7 Gender and Plurality. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular.

20.8 Notice to Owners. Whenever notices are required to be given hereunder, they shall be sent to the Owners by certified mail at the address of their Parcel. Such notices shall be deemed given when deposited in the United States Certified Mail. Any Owner may change his/her mailing address by written notice given to the Association.

20.9 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the provisions that follows them.

20.10 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a workable plan for the operation of a first-class community on the Properties.

IN WITNESS WHEREOF, BAYRIDGE WEST, LLC , a Florida Limited Liability Company, has caused these presents to be signed in its name by its proper officer on this 23 day of August, 2019.

Signed, sealed and delivered  
in the presence of:

**BAYRIDGE WEST, LLC**  
a Florida Limited Liability Company

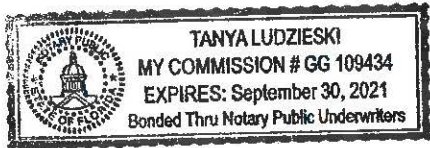
Tanya Ludzieski  
Witness

By: [Signature]  
As Its Charles B. Genoni Authorized Member

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23 day of August, 2019 by Charles Genoni, as mgr mbr of BAYRIDGE WEST, LLC, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Tanya Ludzieski  
Notary Public  
State of Florida  
My Commission Expires: 9/30/21

EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-  
QUARTER (1/4) OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 36 EAST,  
BREVARD COUNTY, FLORIDA  
LESS THE WEST 43.00 FEET THEREOF  
40 acres+/-



EXHIBIT "B"

**ARTICLES OF INCORPORATION  
BAYRIDGE SUBDIVISION HOA, INC.**

**(A Corporation Not For Profit Under  
The Laws of the State of Florida)**

Article ONE.  
NAME

The name of this corporation is **BAYRIDGE SUBDIVISION HOA, INC.**

Article TWO.  
OBJECTS AND PURPOSES

The objects and purposes for which this corporation is formed are:

To conduct and transact generally the business of a *Homeowners Association* corporation and to do all things and exercise all powers and perform all functions that a corporation is authorized or empowered to do, exercise, or perform under and by virtue of the laws of *Florida*, or that it may be by law hereafter authorized to do, exercise, or perform; *any legal business* and do all the above things as a not for profit corporation and insofar as is consistent with the laws of *Florida*.

**Purpose and Powers of the Association**

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. **IND-009-83415-2** requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

**Dissolution**

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.

Article THREE.  
LOCATION OF PRINCIPAL OFFICE

The principal office for the transaction of business of this corporation is to be located in Brevard County, *Florida*.

Article FOUR.  
REGISTERED AGENT

The registered agent for service of process upon the corporation is:

| Name                     | Address                                     |
|--------------------------|---|
| <b>Charles B. Genoni</b> | <b>4760 N. US1 #201 Melbourne, FL 32935</b> |

Article FIVE.  
CAPITALIZATION

The total number of shares that the corporation is authorized to issue is 100 shares, and all such shares are to have a par value, and the aggregate par value of all such shares is Ten Dollars (\$10).

Article SIX.  
DIRECTORS

The number of directors of the corporation is 3; the following are the names and residences of the persons appointed to act as directors until their successors are elected and qualified:

| Names                    | Address                                     |
|--------------------------|---|
| <b>Charles B. Genoni</b> | <b>4760 N. US1 #201 Melbourne, FL 32935</b> |
| <b>John M. Genoni</b>    | <b>4760 N. US1 #201 Melbourne, FL 32935</b> |
| <b>John P. Genoni</b>    | <b>4760 N. US1 #201 Melbourne, FL 32935</b> |


Article SEVEN.

DURATION OF CORPORATE EXISTENCE

The corporate existence of this corporation shall continue perpetually.

In witness whereof, we, the incorporators, have set our hands and seals on

8/23/19

  
95 Director

Charles B. Genoni

EXHIBIT "C"  
BYLAWS  
OF  
BAYRIDGE SUBDIVISION HOA, INC.  
(A Corporation Not For Profit Under  
The Laws of the State of Florida)

ARTICLE I - PURPOSE, ETC.

1. These are the Bylaws of BAYRIDGE SUBDIVISION HOA, INC., a corporation not for profit under the laws of the State of Florida, hereinafter called the "Association". The Association has been organized for the purpose of administering the operation and management of the Common Property and facilities of "BAYRIDGE" in Brevard County, Florida. The provisions of these Bylaws are applicable to said property, and the terms of provisions hereof are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and as contained in the Declaration of Covenants, Conditions and Restrictions for "BAYRIDGE", as recorded in Official Record Book 8524, Page 1322 of the Public Records of Brevard County, Florida (hereinafter the "Declaration"). The terms and provisions of said Articles of Incorporation and the Declaration shall be controlling whenever the same may be in conflict herewith.

2. The office of the Association shall be at 4760 N. Harbor City Blvd., Suite 201, Melbourne, Florida 32935, or such place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be from January 1 to December 31; provided, however, the Board of Directors is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit"; and the year of the incorporation, an impression of which seal is as follows:

5. As used herein, the term "Developer" shall have the same meaning as such term is defined in the Declaration. Other capitalized terms herein which are not expressly defined herein shall have the same meaning as in the Declaration.

**ARTICLE II - MEMBERSHIP, VOTING, QUORUM, PROXIES**

1. Each Owner, as defined in the Declaration, shall be a Member of the Association.
2. A quorum at Members' meetings shall consist of persons present in person or by proxy, entitled to cast thirty percent (30%) of the votes of the entire Membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.
3. The vote of the Owners of a Lot owned by more than one person may be cast by any such Owner. In the event of disagreement between or among such Owners such that the Owners disagree on the vote to be cast, no vote shall be allowed for such Lot on the disagreed issue.
4. Votes may be cast in person or by proxy. A proxy shall be valid only for the particular meeting designated thereon, and as the meeting may lawfully be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. To be valid, a proxy must state the date, time and place of the meeting for which it was given, must be signed by the Owner giving the proxy and must be filed with the Secretary before the appointed time of the meeting.
5. No vote shall be allowed for any partial Lot.

**ARTICLE III - ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

1. The Annual Members Meeting shall be held at the office of the Association at least once each calendar year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.
2. Special Members Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members of the Association owning not less than a majority of the Lots.
3. Written notice of all Members meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other office of the Association in the absence of such officers, to each Member; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each Member not less than ten (10) days or more than thirty (30) days prior to the date set for such meeting. Unless an Owner waives in writing the right to receive notice of the annual meeting by mail, the notice shall be sent by mail to each Owner. If presented personally, receipt of such notice shall be signed by the Member indicating the date on which said notice was received by him or her. Additionally, written notice of such meeting shall be posted conspicuously at the Community Center

at least forty-eight (48) hours prior to the date of said meeting. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended as set forth in the Articles of Incorporation, these Bylaws or the Declaration, the Members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of the membership, the President shall preside, or in his or her absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairperson.

5. The order of business at Annual Members Meetings and, as far as practical, at all other Members' meetings, shall be as follows:

- (a) Certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Approval of minutes of prior meeting.
- (d) Election of directors.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Minutes of all meetings of Members shall be maintained in written form or in another form that can be converted into written form within a reasonable time and shall be available for inspection by the Members and Board of Directors at all reasonable times.

#### **ARTICLE IV - DIRECTORS**

1. The Board of Directors shall consist of not less than three (3) and not more than nine (9) members and shall always be an odd number. The exact number shall be determined by the Members. All members of the Board of Directors shall be at least age eighteen (18).

2. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the Annual Members Meeting, subject to the provisions of Subparagraph 2(e) hereof.

(b) Nominations may be made from the floor of such meeting if required by Florida Statutes or by a committee appointed by the Board.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast. Each Owner or proxy holder shall be entitled to vote for each director position to be filled; provided, however, there shall be no cumulative voting.

(d) Vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining directors.

(e) Notwithstanding anything herein contained, so long as the Developer owns at least one (1) Lot, the Developer shall have the right to have at least one (1) member of the Board appointed or chosen by the Developer.

(f) Ballots may be cast, in person or by mail, at any time after receipt of the Official Ballot and before the announcement of the close of voting at the meeting. A ballot shall not be deemed cast until delivered to the office of the Association or to the presiding officer at a Members Meeting, and it has been executed in accordance with the instructions on the Official Ballot and in accordance with the Declaration, the Articles, these By-Laws and applicable Florida law.

3. The term of each director's service shall extend until his or her successor is duly elected and qualified or until he or she is removed.

4. One regular meeting of the Board of Directors shall be held annually and shall be held immediately following the Annual Membership Meeting and at the same location. Notice of regular meetings shall be given to each director in writing personally or by mail, or facsimile, at least ten (10) days prior to the day named for such meeting.

5. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a majority of the directors. Not less than two (2) days notice of the meeting shall be given to each director in writing, personally or by mail or facsimile, which notice shall state the time, place and purpose of the meeting.

6. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice. Attendance at the meeting shall be deemed a waiver of proper notice.

7. A quorum at directors' meetings shall consist of at least a majority of the entire Board of Directors. All actions or resolutions approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors as required by the Declaration, the Article of Incorporation, or these Bylaws.

8. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At

any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

9. The presiding officer of directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the directors present shall designate one of their number to preside at such meeting.

10. The order of business at the Annual Directors' Meetings and as far as practical, at all other Directors= meetings, shall be as follows:

- (a) Call of the roll.
- (b) Proof of due notice of meeting.
- (c) Approval of minutes of previous meeting.
- (d) Committee reports.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

11. Minutes of all meetings of the directors shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting shall be recorded in the minutes. Minutes shall be available for inspection by Owners and Board members at all reasonable times.

12. Meetings of the Board of Directors shall be open to all Owners, and the Secretary of the Association shall conspicuously post a notice to Owners, notifying them of an upcoming meeting of the Board, at least forty-eight (48) hours before such meeting, except when an emergency meeting of the Board is required. Unless otherwise approved by the Board, no Member who is not a Board member, shall have the right to speak or otherwise be heard at any Directors Meeting.

13. Emergency meetings of the Board of Directors may be held by the directors conferring with each other by telephone. In such event, the signature of a director on the minutes of any such meeting shall conclusively establish said director's presence at, and joinder in, such meeting for purposes of determining a quorum, and unless a contrary vote is indicated, shall establish said directors' vote in favor of actions approved by the Board during such meeting.

14. Directors shall not be entitled to any fees or compensation for their services as directors, other than direct expenses, except with the approval of a majority of the membership votes, reflected by a vote taken at a duly constituted membership meeting.

15. All of the powers and duties of the Association existing under the Florida Not for Profit Corporation Act (the "Act"), Declaration, Articles of Incorporation and these By laws shall be

exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents. Such powers and duties shall include, but not necessarily be limited to, the following:

(a) Financial. To make and collect assessments; disburse funds in its possession and the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the Association's property other than the individual Lots owned by other than the Association.

(b) Control. To maintain, repair, replace and operate Association property; purchase insurance upon the Association's property and insurance for the protection of the Association, its Board of Directors, and its members; reconstruct improvements after casualty and, pursuant to the Declaration, further improve Association property; make, from time to time, reasonable rules and regulations so long as such rules or regulations do not conflict with the provisions of the Act, the Declaration, the Articles of Incorporation and the Bylaws; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

(c) Management Control. To contract the maintenance, management or operation of Association property, and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration, Articles of Incorporation, or these Bylaws to have approval of the Board of Directors or the membership of the Association. No such management contract shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Act or Declaration.

(d) Committees. To establish and appoint, from the Membership and the Board, members of committees to assist the Board with its duties and undertakings.

16. A director may be removed by an affirmative vote of a majority Members= vote at a meeting at which a quorum is present. This section shall not apply to a Board member appointed or chosen by the Developer.

#### **ARTICLE V - OFFICERS**

1. The officers of the Association shall be a president, who shall be a director; a vice-president, who shall be a director; a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by a majority vote of the directors present at any duly constituted meeting. The Board of Directors shall, from time to time, elect such officers and designate their powers and duties as the Board shall find to be required to manage the affair of the Association. A vacancy in any office shall be filled by the Board of Directors. No person may hold more than one office at the same time.



2. The president shall be the chief executive officer of the Association. He or she shall have all of the powers and duties including, but not limited to, the responsibility to serve as chairman of all Board meetings and Members' meetings, and to sign documents on behalf of the Association.

3. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He or she shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4. The secretary shall keep the minutes of all proceedings of the directors and the Members. He or she shall attend to the giving and service of all notices to the Members and directors, and such other notices as may be required by law. He or she shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He or she shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the Board or president. If so directed by the Board of Directors, the duties of secretary may be filled by a manager employed by the Association.

5. The treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the members; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments, and all other duties incident to the office of the treasurer. If so directed by the Board of Directors, the duties of treasurer may be fulfilled by a manager employed by the Association.

6. No compensation shall be paid to any officer of the Association except with the approval of a majority Members vote, reflected by a vote taken by a duly constituted Membership meeting. No officer who is a designee of the Developer shall receive any compensation for his or her services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything be construed as to preclude the Board from contracting with a director or officer or any such corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the management of Association property for such compensation as shall be mutually agreed between the Board and such officer or director.

#### **ARTICLE VI - FISCAL MANAGEMENT**

The provisions for fiscal management of the Association, set forth in the Declaration and Articles of Incorporation, shall be supplemented by the following provisions:

1. The Association shall maintain an assessment roll which shall be maintained in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in

which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

2. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of the Declaration, the directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for special membership meetings, and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

3. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Lot Owners at the annual meeting of such Owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessment.

4. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after preparing the financial report, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either: (i) financial statements presented in conformity with generally accepted accounting principals; or (ii) a financial report of actual receipts and expenditures, cash basis, which report must show: (1) the amount of receipts and expenditures by classification; and (2) the beginning and ending cash balances of the Association.

5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. No person, other than a Director, may negotiate an Association Certificate of Deposit.

6. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

#### **ARTICLE VII - PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

#### **ARTICLE VIII - AMENDMENTS TO BYLAWS**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon a majority Members vote, whether meeting as Members or by instrument, in writing, signed by them.

2. In order for such amendment or amendments to become effective, the same shall be approved by a majority of the total number of votes of the entire membership of the Association. Thereupon such amendment or amendments to these Bylaws shall be transcribed and certified by the president and secretary of the Association.

3. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

4. No amendment shall be made that is in conflict with the Act, the Articles of Incorporation or any of the provisions of the Declaration. No amendment shall be adopted without the consent and approval of the Developer so long as it shall own one or more Lots, provided, however, this sentence shall not be applicable after transition to the Members as described in Florida Statutes 617.307.

#### **ARTICLE IX - CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidence or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer, and countersigned by the president or vice-president of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

The foregoing was adopted as the Bylaws of BAYRIDGE SUBDIVISION HOA, INC., a corporation not for profit, under the laws of the State of Florida, by the Board of Directors and the Developer on the 23 day of August, 2019.

Lanya Luchinski

Witness

[Signature] 8/23/19

Director