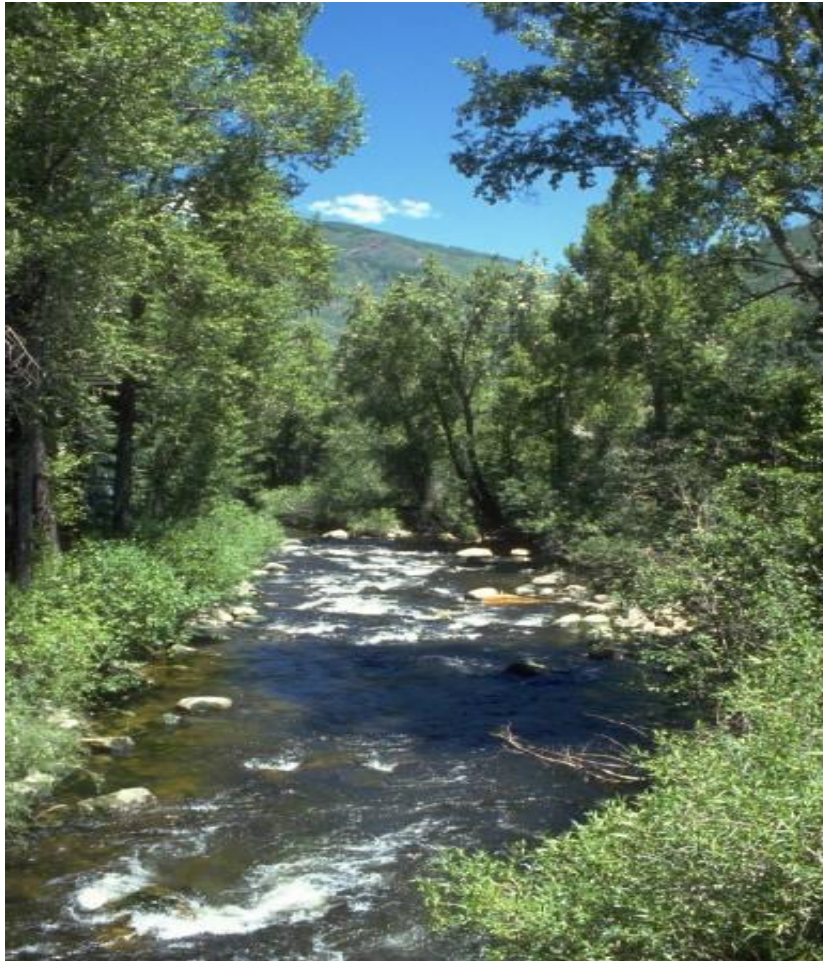


**HONEYBROOK PLANTATION HOMEOWNERS
ASSOCIATION**



**COVENANTS, RESTRICTIONS
AND BY-LAWS**

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**RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HONEYBROOK PLANTATION HOMEOWNERS
ASSOCIATION, INC.,**

THIS RESTATEMENT OF DECLARATION OF COVENANTS AND CONDITIONS for HONEYBROOK PLANTATION (the "Restatement"), is made this 12th Day of October, 2000 by the HONEYBROOK PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), pursuant to the Declaration of Covenants and Restrictions for HONEYBROOK PLANTATION (the "Declaration") as recorded in Official Records Book 2981, Page 2072, as amended by First Amendment to Honeybrook Plantation's Declaration of Covenants and Restrictions recorded August 11, 1989 in Official Records Book 3011, Page 3835, as amended by Second Amendment to Declaration of Covenants and Restrictions for Honeybrook Plantation recorded June 30, 1990 in Official Records Book 3074, Page 0648, as amended by Third Amendment to Declaration of Covenants and Restrictions for Honeybrook Plantation recorded May 28, 1991 in Official Records Book 3126, Page 4151; of the Public Records of Brevard County, Florida, as amended by Fourth Amendment to Declaration of Covenants, conditions and Restrictions for Honeybrook Plantation recorded August 22, 2000 in Official Records Book 4208, Page 2638. The undersigned hereby executes this restatement for the purpose of consolidating and restating the previously filed Declaration and Amendments. Nothing in this Restatement purports to otherwise alter or amend the Declaration as Amended.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in The Town of Palm Shores, County of Brevard, State of Florida, which is more particularly described as:

All of the Lots, together with all the Tracts A, B, C, D, E, F, and G, as expressly designated in HONEYBROOK PLANTATION subdivision, according to the Plat thereof as recorded in Plat Book 35, Page 68, Public Records of Brevard County, Florida.

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

**DECLARATION OF COVENANTS, RESTRICTIONS
AND BY-LAWS**

FOR

HONEYBROOK PLANTATION

We, the owners of properties in the Honeybrook Plantation subdivision, as recorded in Plat Book 35, page 68, Public Records of Brevard County, Florida, now make it known:

That this Declaration is made in order to protect the value and desirability of the properties within Honeybrook Plantation and to ensure the rights of the owners to enjoy and preserve their established quality of ownership.

This Declaration shall be binding on all parties having any right, title or interest in these properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1 “**Association**” shall mean and refer to HONEYBROOK PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation, its successors and assigns.

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

Section 3 “**Properties**” shall mean and refer to that certain real property here in above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4 “**Tracts**”. “Tracts” shall refer to those certain parcels as shown on the said recorded Plat of HONEYBROOK PLANTATION subdivision, designated as Tracts “A”, “B”, “C”, “D”, “E”, “F”, and “G”, being drainage, retention, and common areas and/or systems; and title to the said Tracts shall be deemed to be conveyed to the Association at the time of recordation of the said Plat, subject to the terms and conditions set forth in said Plat and as set forth herein; said Tracts being described as follows:

All of Tracts “A”, “B”, “C”, “D”, “E”, “F”, and “G” set forth in the Plat of HONEYBROOK PLANTATION subdivision, according to the Plat thereof as recorded in Plat Book 35, Page 68, Public Records of Brevard County, Florida.

Section 4.1. “**Easements**”. Easements for installation and maintenance of utilities and drainage facilities and other restrictions and limitations are established as set forth in the Plat of the Properties and as set forth herein. Within these tracts and easement areas, no structure, planting, or other material shall be placed that may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage canal in the easement or retention areas so as to obstruct or retard the flow of the water through the same, or otherwise interfere with the anticipated use and purpose of same. The easement area of each Lot and improvements thereon shall be maintained continuously by the Owner of the Lot, and the Association shall maintain the same relative to Tracts “A”, “B”, “C”, “D”, “E”, “F”, and “G”, except for those improvements for which a public utility or authority is responsible for.

Section 4.2. The Association may dedicate or transfer all or any part of Tracts “A”, “B”, “C”, “D”, “E”, “F”, and “G”, to any public agency, authority, or utility for such purposes and subject to such conditions, as may be agreed to by the members. No

such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of the members has been recorded.

- Section 5** “**Common Area**” and “**Sanctuary Area**” shall mean and refer to those certain parcels as shown on the said Plat of HONEYBROOK PLANTATION subdivision, and designated as Tracts “A”, “B” and “D” therein. The Common and Sanctuary Areas are subject to a “Sanctuary Trust” established for the benefit of the Association to assure the future maintenance and preservation of these areas.
- Section 6** “**Board of Directors**” or “**Board**” shall mean and refer to the duly elected individuals responsible for managing the affairs of the Association. The Board of Directors consists of the President, Vice President, Treasurer, Secretary, and five directors.
- Section 7** “**Review Committee**” shall mean and refer to the group of individuals selected by the Board of Directors and charged with maintaining the enforcement of the Declaration of Covenants and Restrictions.
- Section 8** “**By-Laws**” shall mean and refer to the provisions and procedures governing the Honeybrook Plantation Home Owners Association’s activities, forming and contained in Article VII of the Declaration.
- Section 9** “**Articles of Incorporation**” or “**Articles**” shall mean and refer to the articles of incorporation of the Honeybrook Plantation Lot Owners Association, Inc. filed in the office of the Secretary of State on August 10, 1989 and effective, August 31, 1989.
- Section 10** “**Quorum**”. One-third (1/3) of the total number of members of the Association, present in person or by proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by law, the Declaration, the Articles or these By-Laws.
- Section 11** “**Board Quorum**”. A majority of the Directors of the Association, duly qualified and holding the office of Director, shall be required for and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by law, the Declaration, the articles or these By-Laws.

ARTICLE II - MEMBERSHIP & VOTING

Section 1 **Membership.** Every owner of a platted Lot within the subject Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2 **Voting.** Members shall all be owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised as they determine, and shall be designated by all title owners in writing delivered to the secretary of the association, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III - GENERAL PROVISIONS

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

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

~~agreements, reservations, and charges created and or~~

Section 3 **Duration.** This Declaration is to run with the subdivision properties and shall be binding on all Owners of the properties and all persons claiming under them, until January 1, 2019, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 4 **Modification and Amendment.** At any time, these covenants, conditions, and restrictions, may be waived, abandoned, terminated, modified, altered or changed as to all of the subdivision properties or any portion thereof, upon and with the written consent of the Owners of sixty seven percent (67%) or more of the Lots in the subdivision. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 **Creation of the Lien and Personal Obligation of Assessment.** Each Lot Owner, by accepting a deed for the lot, whether or not it is expressed in the deed is and

shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, for any normal and/or annual and special maintenance requirements for maintenance, preservation, and costs and expenses relative to police and fire protection, roadway and street maintenance, and for maintenance and preservation requirements for Tracts "A", "B", "C", "D", "E", "F", and "G", such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on any such Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fee, shall also be the personal obligation of the person who was the Owner of such property, which is subject hereto, at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Mortgagee is not required to collect assessments.

Section 2 Purpose of Assessments. The assessments levied by the Association shall be used for the costs arising or resulting from providing the subject properties with adequate police and fire protection, roadway and street maintenance (including establishing reserves therefore), in addition to costs relative to the maintenance and preservation requirements of those certain Tracts "A", "B", "C", "D", "E", "F", and "G", aforesaid, including the Common and Sanctuary Areas.

Section 2.1. The Development Agreement with the Town of Palm Shores, dated September 15, 1988, requires the Town to provide police and fire protection. Roadway and street maintenance costs are the responsibility of the Association. Every Lot Owner, by accepting a Deed for property in Honeybrook, whether it is expressed in the deed or not, does thereby reaffirm and ratify any and all agreements previously entered into by the subdivision developer. The Development Agreement is incorporated herein by this reference and made a part hereof. Development of the Properties which are subject to this Declaration is also subject to the provisions set forth in that Development Agreement and every Lot Owner shall abide by and comply with them.

Section 2.2. Certain of Tracts "A", "B", "C", "D", "E", "F", and "G" are intended to provide a drainage structure and system for surface water runoff. The Association shall maintain these Tracts in an aesthetically attractive manner and keep them free of debris. Assessments shall be used for such purposes, including the payment of real property taxes, legal and accounting fees, preparation and filing of required Returns, office and other expenses incidental thereto.

Section 3 Maximum Annual Assessment. The Board shall fix the amount of the annual assessment against each Lot thirty (30) days in advance of each annual assessment

period. Written notice of the annual assessment shall be sent to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The maximum annual assessment may not be increased more than five percent (5%) above the maximum assessment for the previous year, without a vote of the membership. Increasing the maximum annual assessment above five percent (5%) requires a vote of two-thirds (2/3) of all members, voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 Special Assessments for Special Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, arising or resulting from unpaid and/or anticipated costs and expenses required pursuant to and in conformance with the aforesaid provisions and purposes, provided that any such assessment shall have the assent of two-thirds (2/3) of all members who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 5 Notice of Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

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

Section 7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability or the assessments provided for herein by nonuse of the Tracts or abandonment of his Lot or property.

Section 8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of

any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

Section 9 Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all properties owned by the charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10 Default in Payment of Any Assessments; Lien. In the event of a default by a member in the payment of any assessment, the Association may bring against said member, any action allowed in the Declaration and in addition, all rights and remedies as provided by law. The liability of the member shall include liability for a late charge to be determined by the Board, reasonable attorneys' fees, and for court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the member shall be required to pay a reasonable rental for the Lot, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the Declaration, Articles or otherwise in the by-laws.

ARTICLE V - REVIEW COMMITTEE

Section 1 Review Committee Members. The Board of Directors shall appoint a Review Committee consisting of at least three members. The committee members shall serve at the pleasure of the Board and may be removed or replaced by a majority vote of the Board. All Committee Members must be lot owners and residents of Honeybrook. Members of the Committee shall not be entitled to any compensation for services rendered pursuant to this declaration.

Section 2 Purpose of the Review Committee. The expressed purpose of the Review Committee is to ensure the compliance with of the Declaration and its Covenants and Restrictions. Additionally, the Committee shall be responsible for suggesting to the Board ways in which the community of Honeybrook and the quality of ownership of the Lot Owners as a whole can be improved.

Section 3 Violation by Member; Remedies. In the event of a violation (other than the nonpayment of an Assessment) by a Member of any of the provisions of the Declaration, the Articles, these By-Laws, or the Rules and Regulations adopted

pursuant to the same, as the same may be amended or added to from time to time, the Association by direction of its Board, may notify the Member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, the Articles, these By-Laws, or the Rules and Regulations, and the Association may then pursue any remedy available. Upon a finding by a court of record that the violation complained of has occurred, the offending Member shall reimburse the Association for its reasonable attorneys' fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common expenses attributable to such Member. The association shall have the right to assess reasonable fines against a Parcel Owner or his guests, invitees, employees, agents, or lessees, in the manner provided herein. The Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Members, none of whom shall be a Board member, officer, director of the Association, nor the spouse, parent, child, brother or sister of an officer or director. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing board.

- A) Conduct of Enforcement Hearing.** The "Alleged Non-Complying Member" and, if applicable, his guests, invitees, employees, agents, or lessees shall be given reasonable opportunity to be heard.
- B) Powers of the Enforcement Committee.** The Enforcement Committee shall have the power to:
- (1) Adopt rules for the conduct of its hearings;
 - (2) Effectuate the provisions set forth in this provision;
 - (3) Issue Orders consistent with this provision; and
 - (4) Order Non-Complying Lot Owners to pay a fine not to exceed fifty (\$50) dollars per violation per day.
- C) Notice to Alleged Non-Complying Members.** Alleged Non-Complying Members and their guests, invitees, employees, agents, or lessees, if applicable, shall be given reasonable notice at least fourteen (14) days in advance of said hearing. No alleged Non-Complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-Complying Member has first been given reasonable opportunity to

rectify the alleged non-complying condition. This paragraph shall in no manner limit the liability of the members or the remedies or enforcement procedures as provided in this Declaration.

Section 4 Enforcement. The Enforcement Committee is charged to resolve any and all issues that come before it in a fair and timely manner. To that end, any conflict that may arise will first be approached in an amicable and informal manner by expressing the nature of the violation to the person or persons violating or attempting to violate covenants or restrictions contained within this Declaration. In the event the person or persons in violation cannot or will not correct the violation, a formal procedure will be initiated in order to enforce compliance pursuant to Article V, section 3.

Section 5 Violations. Any violation which is deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member. The Association shall have the right to assess reasonable fines against a Lot Owner or his guests, invitees, employees, agents, or lessees, in the manner provided herein.

Section 6 Construction Plan Review. No dwelling, building or structure of any kind shall be constructed, erected or altered on any Lot or in any part of the subdivision until the builder, contractor, plans, specifications and locations therefor and thereof shall have been first submitted to and approved by the Committee. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of the Town of Palm Shores, County of Brevard, State of Florida, in effect at the time of the proposed construction or alteration. The approval or disapproval of plans, specifications, and location by the Committee shall be based on reasonable grounds including purely aesthetic reasons, which shall be at the discretion of the Committee, and as may be deemed sufficient. With respect to approval of the builder of contractor, the Committee reserves the right, in its sole discretion (based upon reasonable or unreasonable grounds), to approve it. Detailed and scale sketches, including location sketches, shall be submitted by the Lot Owner to the Committee for any construction, improvements, additions, or alterations which may be sought to be erected or placed on any Lot at least fifteen (15) days prior to the date that approval thereof is required. The following conditions also apply:

- A) Plans and specifications as regards to topography and finished grade elevation must be reviewed and approved by the Committee prior to the commencement of any excavation work, or prior to the commencement of any activity which will alter the natural contour of the land.

- B)** The Committee shall provide Lot owners with a written instrument acknowledging receipt of any evidence, instrument, or drawing required by this paragraph, indicating the date and time such evidence, instrument or framing is received by the Committee. The Committee shall notify the Lot Owner, in writing, within fifteen (15) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. All approvals by the Committee intended to be relied upon by the Lot Owner, or his agent, and whether relating to the provisions of the paragraph or any other covenant contained in this Declaration, must be in writing and signed or initialed by a member of the Committee.
- C)** In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or break of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable.

Section 7 **Limitation of Liability.** Nothing herein contained shall serve to impose any duty upon the Committee which would subject the Committee, to any liability to third parties for failure in whole or in part of the Committee to enforce any or all of the covenants contained in this Declaration.

ARTICLE VI - OTHER COVENANTS, RESTRICTIONS AND LIMITATIONS

Section 1 **Lot Use.** All Lots in HONEYBROOK PLANTATION subdivision are restricted to the residential use of a single family, their household, servants, and guests.

Section 2 **Commercial Activity.** No trade, business, professional or any other type of commercial activity shall be carried on upon any of the land in the HONEYBROOK PLANTATION subdivision. Failure of any individual to abide by this restriction regarding commercial activity, will be viewed as a willing violation of the covenant and will result in formal action by the Review Committee.

Section 3 **Storage Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanent; however, a construction shed may be placed on a Lot and remain there temporarily during the course of active construction of a residence. Storage sheds not to exceed 8' high are permitted with the written approval of the Review Committee. The Committee will review type and placement of the structure, which must be to the rear of the property and not visible from the road.

- Section 4** **Offensive Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- Section 5** **Animals.** No animals, Livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- Section 6** **Trash.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Burning of waste, garbage, trash or leaves is not permitted on any Lot.
- Section 7** **Commercial Vehicles.** No commercial vehicles such as busses (including school busses), dump trucks, storage moving vans, trailers, semi-trailers shall be parked, stored, kept, maintained or disassembled on the subject real property. No Lot shall be used as a dumping ground for automobiles, truck or trailer parts to the end that such storage or dumping or keeping would constitute a nuisance or annoyance or create an unsightly or unhealthy neighborhood condition.
- Section 8** **Easements.** Easements for ingress and egress and installation and maintenance of utilities, retention and drainage areas and as otherwise set forth or required, are reserved as shown on the recorded plat of HONEYBROOK PLANTATION subdivision. There are also reserved easements and rights-of-way for public utilities on those portions of the dedicated streets which are not utilized for street purposes. Within all of these easements, no structures, plants or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or retention areas, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. ~~that may be displayed, provided same shall~~
- Section 9** **Topsoil and Drainage.** No sod or topsoil shall be removed from the land without permission of the Review Committee. No change in elevation of the land shall be made without permission of the Review Committee. No change in elevation of the land shall be made without protecting adjoining Lots from surface water drainage by the change.
- Section 10** **Signs.** No signs of any kind shall be displayed to the public view on any Lot. The only exceptions to this restriction are: "For Sale" or "For Rent" signs that do not

exceed five (5) square feet in size; security system signs that do not exceed two (2) square feet in size; and the Association's Yard of the Month award.

Section 11 Water Supply. No individual water supply systems for drinking purposes or household use shall be permitted on any Lot. This provision, however, shall not preclude the installation of any individual water system for irrigation or sprinkler purposes; provided, however, that such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the prevailing zoning and building departments of the governing authority.

Section 12 Sewage Disposal. No individual sewage disposal systems shall be permitted on any Lot.

Section 13 New Construction. Before new construction begins the plans and specifications must be approved in writing by the Review Committee and meet the following restrictions:

- A)** No single family dwelling shall be permitted on any of the real property covered by these Restrictions, or replats of all or a portion thereof, less than one platted Lot as shown on the recorded Plat of HONEYBROOK PLANTATION subdivision, or recorded replats thereof.
- B)** No dwelling shall be erected nearer than twenty (20) feet to a front lot line ("front setbacks"), except that front setbacks may be less on cul-de-sac lots as may be permitted by regulations of the Town of Palm Shores in Brevard County, Florida. No dwelling shall be erected nearer than fifteen feet (15') to a rear lot line ("rear setbacks").
- C)** For purpose of the Covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
- D)** The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet.
- E)** Corner lots shall be considered as fronting on the street upon which the Lot has the least lineal foot measurement.
- F)** All setbacks shall be measured at right angles to the property line. Height restriction are to be measured upward from the highest point in the crown of that portion of the fronting street which is in front of the property.

- G) Where two or more Lots are acquired and used as a single building site, the side Lot lines shall refer only to the lines bordering on the adjoining property owners.
- H) Terraces, Walls, Fences, and sidewalks. Terraces, platforms, steps, walls and fences, driveways, and walks may be built in setback areas, subject to the following definitions and regulations:
 - (1) A front set back area is that area bounded by the front property line, the front setback line, and the side property lines joining these two.
 - (2) A rear setback area is that area bounded by the rear property line, the rear setback line, and the side property lines joining these two.
 - (3) A side setback area is that area bounded by a side property line, a side set back line, and the front and rear setback lines projected.
- I) Driveway Entrances, Corner Lots. Driveways on corner lots may face either street unless prohibited by Plat restrictions.

Section 14 Fences. No walls or fences of any height shall be constructed on any Lot until the height, type, design construction material and approximate location thereof has been approved in writing by the Board. No wall or fence shall be erected or placed within the front setback areas of the Lot. Subject to recorded easements, Town or County regulations, and the provisions hereof, a wall or fence extending from the front of a dwelling or residence to the side property of Lot line and which may be located along the side and/or in the rear of such dwelling or residence, must be wooden “shadow box” type fence, not to exceed six (6) feet in height.

Section 15 Lawns & Landscaping. All lawns in the front of the property shall be extended to the pavement lines. No gravel or blacktop or paved parking strips are to be allowed. All lawns shall be fully sodded to the pavement line. Lawns and vegetation shall be continuously maintained to the standard established within the community. These standards include:

- A) All Lawns sodded to curb line and regularly cut, trimmed and edged.
- B) All bushes/trees kept trimmed and free of dead and unsightly growth.
- C) All gardens will be maintained, and all unsightly weeds/growth shall be removed.
- D) All plans for new landscaping shall be first presented to the Board for approval. This includes not only new construction landscaping but any significant landscaping change to any existing Lot.

- Section 16 Antennas.** Placement of any reception devices will be towards the rear of the dwelling or property, and as inconspicuous as is possible from public views. No aerials or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building. Wireless cable dishes may be placed on a lot only after the location, size and description of the dish have been approved by the Board of Directors of the Subdivision in writing, consistent with the Telecommunications Act of 1996 and applicable FCC Regulations.
- Section 17 Air Conditioning.** No window or wall air conditioning units shall be permitted.
- Section 18 Clothes Lines.** No portion of any Lot visible to any adjoining property owners shall be used for a drying or hanging area for laundry of any kind.
- Section 19 Tanks.** All oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas to the rear of the main residence.
- Section 20 Boats, Motorcycles, Campers, Trailers and Golf carts.** Boats, Motorcycles, golf carts, campers and trailers not exceeding six (6) feet in height measured from the ground shall be permitted to be parked in the subdivision only if parked in garages or on the Lot completely screened by fences and not visible to neighbors, (with the exception of Lot 4 Block 3, Located at 4810 Riverside Road, while owned by Mr. & Mrs. Kim Shiflett, which shall be grandfathered from such provision, provided an approved fence around same be installed).
- Section 21 Travel Trailers, Motor Coaches, & Motor Homes.** Travel trailers, motor coaches, motor homes and any other trailer or vehicle not specifically permitted shall be parked in the driveway ONLY and for a period not to exceed two (2) weeks per year.
- Section 22 Parking.** Parking shall only be permitted in garages and on concrete driveways and is expressly prohibited in or on the streets adjacent to residences, on lawns and in yards.
- Section 23 Swimming Pools & Jacuzzis.** Swimming pools may be constructed on any Lot, provided they are situated in the rear yard only and provided further that no portion of any pool or its appurtenances, including its fence, shall be closer to the rear or side lot lines than the minimum distances respectively permitted by law. Any swimming pool or Jacuzzi, hot tub or similar installation constructed on any lot shall be subject to the following restrictions.
- A) Construction may be only of fiberglass, concrete or concrete-type material. Any other type of material shall be approved by the Review Committee prior to installation.

- B) The pool deck shall be no higher than two inches (2") below the slab level of the first floor.
- C) There shall be no above ground pools allowed.
- D) Any Jacuzzi, Hot tub or similar installation shall not require Review Committee approval if such installation is located within a screen enclosed rear patio.

Section 24 Underbrush. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growth or objects, then the owners of Lots within the subdivision or the Committee may enter upon said Lot and remove or cut the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 25 Garbage Containers. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas. On trash and recycling collection day's receptacles must be retrieved from the curb/street as soon as possible after collection has occurred, by the following morning at the very latest.

Section 26 Violation and Enforcement. Violations of any covenant or restriction contained in this Declaration may be remedied by the Declarant, the Association, the Committee, or any Lot Owner, and the expense thereof shall be chargeable to the then Owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand. In the event of Declarant, the connection with curing of such violations, then and in such event the funds so expended shall become a lien upon the Lot or Lots. Enforcement shall be by preceding at law or in equity, brought by the Declarant, the Committee, the Association, or the aggrieved Owner of any Lot or Lots located within the subdivision, against any person or persons, violation or attempting to violate covenants or restrictions contained in this Declaration, either to restrain the violation or the recover damages or both. In the event the Declarant, Association, Committee, aggrieved Owner or their successors are obligated to engage counsel in connection with the enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, provided the aforesaid aggrieved parties are the prevailing party in such litigation, such shall be entitled and authorized to recover their reasonable attorneys' fees from the Defendant in such proceedings both in the trial court and for any appellate proceedings

- Section 27 Dwellings/Buildings.** All building Exteriors including walls, windows, doors, garage doors, eaves, gutters, roofs and fences shall be continuously maintained in such a manner that the appearance thereof remains aesthetically pleasing.
- Section 27 Basketball Structures/Play Structures.** All Basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots as specifically approved in writing by the Board. Portable basketball goals may be used in front of a dwelling, but cannot be left in place when not in use. No platform, dog house, play house or structure of similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed there on, and any such structure must have prior the approval in writing of the Review Committee.
- Section 29 Liability of Lot Owners.** All Members shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, or his or their guests, invitees, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such an act, neglect, or carelessness. Nothing, herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair, or replacement required, as provided herein, shall be charged to said Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.
- Section 30 Common Areas.** No common area may be mortgaged without the consent of at least two thirds (2/3) of the Lot Owners. Absolute liability is not imposed on Lot Owners for damage to Common Areas or Lots within the subdivision.
- Section 31 Waiver.** The failure of the Association or of a member to enforce any right, provision, covenant, or condition which may be granted by any of the provisions of any of the Articles, Declaration or in these By-Laws as amended, shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant, or condition in the future.
- Section 32 Invalidity.** Invalidity of any one of these covenants by a judgement or Court Order shall in no way affect any of the other covenants which shall remain in full force and effect.
- Section 32.1** None of the foregoing provisions or conditions contained herein shall be deemed to prohibit a Lot Owner from complying with any appropriate or applicable

provisions of the Florida Statutes concerning renewable energy use and their conformance to energy saving standards.

ARTICLE VII - BY-LAWS

Section 1 General Provisions.

Section 1.1 Identity. This article contains the By-Laws of the HONEYBROOK PLANTATION HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. The articles of Incorporation of the Association were filed in the office of the Secretary of State on the 10th day of August, 1989, and effective August 31, 1989. The Association is organized for the purpose of administering the operation and management of the Honeybrook subdivision in accordance with the Declaration of Covenants and Restrictions for Honeybrook Plantation which are recorded in the Public Records of Brevard County, Florida.

Section 1.2 Applicability. These By-Laws apply to the Association, and are subject to the terms provisions, covenants, and conditions contained in the Articles of Incorporation and subject to the terms, provisions, covenants, and conditions contained in the Declaration. These By-Laws form the basis for how the Association conducts its business in order to meet the responsibilities stated in the Articles, and the Declaration. All Lot Owners, their respective families, invitees, guests, and lessees, are subject to these By-Laws, the Articles, and the Declaration.

Section 1.3 Office. The office of the Association is at 5030 Paul Hurtt Lane, Palm Shores, FL 32940, or at any other place designated by the Association.

Section 1.4 Seal. 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 incorporation.

Section 1.5 Definitions. All definitions contained in the Declaration are hereby incorporated herein by this reference as though set forth in full herein.

Section 2 Ownership, Proxies, and Voting.

Section 2.1 Multiple Ownership of a Parcel. If a Lot is owned by more than one (1) person, any of the title holders are allowed to vote, but only one vote may be cast per Lot. If only one title holder is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person(s). If more than one of the title holder is present at a meeting and they are unable to concur on their vote, they lose their right to vote on that subject, at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting. If a corporation, partnership, or other entity (i.e., not a natural person) is the owner of the Lot, then the voting shall be executed

by the president or vice-president of the corporation or the duly authorized partner, officer, or other representative, if the Lot is owned by some other legal entity. The Vote shall be attested by the secretary of the entity.

Section 2.2. Proxies. Votes may be cast in person or by proxy. All proxies will be in writing. Proxies will contain the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date the proxy was given, the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items in connection with which the holder of the proxy may vote, and the manner in which the vote is cast. Proxies shall be signed by the person entitled to vote. They will be filed with the Secretary of the Association prior to or at the meeting at which they are to be used; and shall only be effective for the specific meeting for which originally given and lawfully adjourned meetings thereof. Proxies are invalid ninety (90) days after the date of the first meeting for which they were given. Proxies are revocable at any time by the person executing them. Proxy Holders need not be Members. No person may hold more than 15 proxies.

Section 2.3 Voting. In any meeting of members, the Owner of each Lot, subject to the provisions of section 2.1, is entitled one (1) vote. The vote of a Lot shall not be divisible.

Section 2.4 Majority vote. The acts approved by a majority of the members present or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except as otherwise provided by law, the Declaration, the Articles or these By Laws.

Section 3 Association Meetings.

Section 3.1 Annual and Monthly Meetings. The Association will hold an annual meeting of the members every January. The date, time, and place of the annual meeting shall be determined by the Board of Directors. The meeting's purpose is to transact any business authorized to be transacted by the members, or as stated in the notice of the meeting sent to the members in advance. The board will also hold monthly member meetings on or about the first Thursday of the other eleven (11) months.

Section 3.2 Special Meetings. Special meetings of the members shall be held on the date, at the place, and at the time determined by the Board. They may be called by the President or by a majority of the Board of Directors. They must be called by the President or Secretary upon receipt of the written request from one-fourth (1/4) of the members of the Association. The business conducted at a special meeting shall be limited to the purpose or purposes stated in the notice of the meeting.

Section 3.3 Notice of Meeting; Waiver of Notice. Notice of all meetings of the members, whether regular or special, shall be given by the President, Vice President or Secretary of the Association, or in the absence of such Officers, by any other Officer of the Association to each member, unless such notice is waived in writing (except monthly meetings which only require 2 days notice on the community bulletin board). Such notice shall be written and shall state the time, place, and purpose or the purposes for which the meeting is called. Such notice shall be hand delivered or mailed to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. An officer of the Association shall provide an affidavit to be included in the official records of the Association affirming that a notice of the Association meeting was mailed or hand delivered to each member at the last address furnished to the Association. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the member at his post office address as it appears on the records of the Association. Notice of annual or special meetings may be waived by members before or after the meeting and the attendance of any member or person authorized to vote for such member shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 3.4 Adjourned Meeting. If any meeting of the members cannot be convened because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting is required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided that if, after the adjournment, the Board of Directors, in its sole discretion, fixes a new date for the adjourned meeting other than the date announced at the meeting at which the adjournment is taken. A notice of the adjourned meeting shall be given to each member not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Except as otherwise provided herein, proxies given for the adjourned meeting shall be valid for newly rescheduled meetings unless revoked.

Section 3.5 Order of Business. The order of business at annual meetings of the members and, so far as practical, at any other meeting of the members, shall be:

- A) Call to order by President (or other officer in his absence);
- B) Roll call and quorum determination;
- C) Proof of notice of meeting or waiver of notice;
- D) Reading of minutes of prior meeting;
- E) Reports of Officers, Committees, and employees or agents;

- F) Elections;
- G) Unfinished business;
- H) New business; and
- I) Adjournment.

Section 3.6 Minutes of Meetings. The Minutes of all meetings of the members shall be kept in a book available for inspection at any reasonable time by members of the Association or their representatives duly authorized in writing and by Board members. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 4.0 Duties of the Board of Directors. The Board is responsible for managing the affairs of the association. Individual officers duties are as follows:

- A) **President.** The President shall be the chief executive officer of the Association. He or she will have all the powers and duties which are usually vested in the office of president of an association.
- B) **Vice President.** 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 Directors or the President.
- C) **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the 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 prescribed by the Directors or the President.
- D) **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a treasurer's report to the board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of an association and as may be prescribed by the Directors or the President. All monies and other valuable effects shall be kept for the

benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

Section 4.1 Elections.

- A) Election of members of the Board of Directors shall be held at the annual meeting of the members of the Association.
- B) A Nominating Committee of five (5) members shall be appointed by the board not less than sixty (60) days prior to the annual meeting. The Committee shall nominate one (1) person for each vacancy to be filled. Nominations for additional Directorships, if any, created at the meeting shall be made from the floor. Other Nominations may be made from the floor.
- C) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote or votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 4.2 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided herein.

Section 4.3 Removal. Any member of the Board may be recalled and removed from office with or without cause by the vote of a majority of all Lot Owners. A special meeting of the Members to recall a member or members of the Board may be called by ten (10%) percent of the Members of the Association. They must give notice of the meeting as required for an Association meeting. If the recall is approved by a majority of the Lot Owners, the recall will be effective immediately, and the recalled member or members of the Board shall turn over to the Board any or all records of the Association in their possession within seventy-two (72) hours after the meeting.

Section 4.4 Resignation of Board Members. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Resignation will take effect upon receipt of the notice by the Association. The acceptance of a resignation is not required to make it effective. Three (3) consecutive absences at a called meeting, unless expressly excused by the Board, shall constitute a resignation. No Board member shall

continue to serve should he be more than ninety (90) days delinquent in the payment of any Assessment. Such delinquency constitutes a resignation.

Section 4.5 Vacancy. If the Office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling any such vacancy may be held at any regular or special meeting of the Board.

Section 4.6 Compensation. No Director shall receive compensation for serving in such capacity; provided, however, this shall not be constructed to preclude a Director from serving the Association in any other capacity (other than as an Officer) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed by the Board of Directors.

Section 4.7 Powers and Duties. Except as otherwise provided herein, by law, or in the Declaration, or in the Articles, all of the powers and duties of the Association shall be exercised by the Board of Directors.

Section 4.8 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of members or Director's may be held at any place within or outside the State of Florida.

Section 4.9 Committees. The Board may by resolution create committees and invest such committees with such powers and responsibilities as the board shall deem advisable. Notwithstanding anything contained herein to the contrary, committees created by the Board shall not have the power to determine the Common Expenses required for the affairs of the Association or to determine the Assessments payable by the Lot Owners to meet the Common Expenses of the Association.

Section 5.0 Fiscal Management and Common Expenses. The provisions for fiscal management of the Association set forth in Article IV of the declaration shall be supplemented by the following provisions.

Section 5.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the Common Expenses of the Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The purposes of such accounts shall include, but not be limited to, periodic maintenance, repair, and replacement of the Common Property and all other

property which the Association is obligated to maintain. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained.

Section 5.2 Depository: Withdrawals. The depository of the Association shall be such financial institution or institutions as shall be designated from time to time by the Board of 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 Board. Should the Association employ a management firm or managing agent, and should in the course of such employment said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the Association, then and in such event, any such agreement with such a management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the board of Directors.

Section 5.3 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audited report received as a result of an audit shall be furnished to each member of the Association not more than thirty (30) days after receipt by the Board.

Section 5.4 Fidelity Bonds; Proviso. Fidelity bonds shall be required by the Board from all Directors, Officers, employees, and agents of the Association handling, controlling, disbursing, or otherwise responsible for the Association's funds, and from any contractor handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Directors, in accordance with the provisions of the Declaration.

Section 5.5 Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, the board of Directors, in its sole discretion, is expressly authorized to adopt a different fiscal year.

Section 5.6 Acceleration of Payment of Installments of Assessments. If a Member shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Member and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or the mailing of such notice to the Parcel Owner.

Section 5.7 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to the generally accepted accounting practices, consistently applied. The records shall be open to inspection by members of the Association and Institutional Mortgagees or their representatives duly authorized in writing at reasonable times.

Section 5.8 Violation by Member; Remedies. In the event of a violation (other than the nonpayment of an Assessment) by a Member of any of the provisions of the Declaration, the Articles, these By-Laws, or the Rules and Regulations adopted pursuant to the same, as the same may be amended or added to from time to time, the Association by direction of its Board, may notify the Member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, the Articles, these By-Laws, or the Rules and Regulations, and the Association may then pursue any remedy available. Upon a finding by a court of record that the violation complained of has occurred, the offending Member shall reimburse the Association for its reasonable attorneys' fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common expenses attributable to such Member. The association shall have the right to assess reasonable fines against a Parcel Owner or his guests, invitees, employees, agents, or lessees, in the manner provided herein. The Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Members, none of whom shall be a Board member, officer, director of the Association, nor the spouse, parent, child, brother or sister of an officer or director. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing board.

- A) Conduct of Enforcement Hearing.** The "Alleged Non-Complying Member" and, if applicable, his guests, invitees, employees, agents, or lessees shall be given reasonable opportunity to be heard.
- B) Powers of the Enforcement Committee.** The Enforcement Committee shall have the power to:
- (1) Adopt rules for the conduct of its hearings;
 - (2) Effectuate the provisions set forth in this provision;
 - (3) Issue Orders consistent with this provision; and

(4) Order Non-Complying Lot Owners to pay a fine not to exceed fifty (\$50) dollars per violation per day.

C) **Notice to Alleged Non-Complying Members.** Alleged Non-Complying Members and their guests, invitees, employees, agents, or lessees, if applicable, shall be given reasonable notice at least fourteen (14) days in advance of said hearing. No alleged Non-Complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-Complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition. This paragraph shall in no manner limit the liability of the members or the remedies or enforcement procedures as provided in this Declaration.

Section 5.9 Liability of Parcel Owners. All Members shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, or his guests, invitees, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect, or carelessness. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair, or replacement required, as provided herein, shall be charged to said Member as a specific item, which shall be a lien against said Parcel with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

Section 5.10 No Waiver. The failure of the Association or of a Member to enforce any right, provision, covenant, or condition, which may be granted by any of the provisions of any of the Articles, Declaration or in these By-Laws, as amended, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant, or condition in the future

Section 5.11 Acquisition of Lots. At any foreclosure sale of a Lot, the Board may acquire in the name of the Association, or its designee, the Lot being foreclosed. The term “foreclosure”, as used in this section, shall mean and include, but not be limited to, any foreclosure of any lien, including a lien for Assessments. The power of the Board to acquire a Lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the powers of the Board.

Section 5.12 Default in Payment of Any Assessments; Lien. In the event of a default by a Member in the payment of any Assessment, the Association shall have all rights and remedies as set forth in the Declaration and in addition, all rights and remedies as provided by law. The liability of the Member shall include liability for a late charge to be determined by the Board, reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Member shall be required to pay a reasonable rental for the Lot, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the Declaration, the Articles or otherwise in these By-Laws, as amended.

Section 6.0 Roster of Members. The Association shall maintain a roster of all title holders of record for the sub-division. The maintenance of this roster is the responsibility of the secretary.

Section 7.0 Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles, Declaration, By-Laws, of this Association, as amended or the laws of the State of Florida.

Section 8.0 Amendments to By-Laws. These By-Laws may be altered, amended or rescinded only in the following manner:

Section 8.1 Resolution. A resolution adopting a proposed amendment to these By-Laws may be proposed by either the Board of Directors acting upon a vote of the majority of the Directors, or by majority of the members, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than ninety (90) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and describing or reciting the proposed amendment or amendments which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon being prepaid. 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. At such meeting, the amendment or amendments proposed must be approved by not less than one-half (1/2) of the members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records where the Declaration is recorded within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording date identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record shall be delivered to all members but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member not in attendance at such meeting or represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

Section 8.2 No Amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration.

Section 9.0 Indemnification. The Directors and Officers of the Association shall be indemnified by the Association pursuant to the indemnification provisions of Article XI of the Articles of Incorporation, which by this reference are incorporated herein and made a part hereof.

Section 10.0 Liens and Taxes. All liens against a lot, other than for permitted mortgages and non-delinquent taxes and special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Parcel shall be paid within the time limits provided in the Declaration, Articles of Incorporation, these By-Laws, or by law, whichever is sooner.

Section 10.1 Notice to Association. A Member shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages and non-delinquent taxes and special assessments, within five (5) days after the attaching of the lien.

Section 10.2 Notice of Suit. A Member shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot or any part of the

Property, such notice to be given within five (5) days after the Member receives notice thereof.

Section 10.3 Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 11.0 As to Common Property. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Common Property and any facilities or services made available to the Members.

Section 11.1 As to Lots. To the extent permitted by law, the Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such Rules and Regulation are furnished to each Member prior to the time the same become effective.

Section 12.0 Severability. Should any of the provisions contained herein (or portion thereof) be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Section 13.0 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration or Articles of Incorporation, the provision of the Declaration or Articles of Incorporation shall prevail. No amendment shall be made that is in conflict with the Articles of Incorporation.