DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDEN AT BAYSIDE LAKES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDEN AT BAYSIDE LAKES (the "Declaration") is made as of the date hereinafter set forth by **JOY**, **LLC, a Florida limited liability company**, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

EDEN AT BAYSIDE LAKES, a SUBDIVISION, as recorded in Plat Book ___ Page ____Public Records of Brevard County, Florida.

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

DEFINITIONS

"Articles" shall mean the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit “B”.

"Assessment" shall mean a share of the Association Expenses which from time to time are assessed against the Lots and Lot Owners, commencing from the time each Lot becomes a Contributing Lot.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit “C’.

"Association" and "Homeowners Association" shall both mean and refer to **Eden at Bayside Lakes Homeowners Association, Inc**., a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

"Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and Owners thereof.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single-family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as Common Area Tracts as shown on the plat of Eden at Bayside Lakes as recorded in Plat Book ___, Page __ Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Common Property" or "Common Properties" shall mean and refer to (i) all areas shown on a recorded plat of the Properties which are to be conveyed to, controlled and maintained by the Association, including, without limitation, the common recreational areas and the associated recreational amenities located or constructed thereon, (ii) all landscaping and improvements lying within the public ways which is to be maintained by the Association, (iii) entry features or signs erected by the Developer to identify Eden ay Bayside Lakes, or any individual phase or section thereof, (iv) any special design feature lying within public ways, (v) any landscaping, fences, walks, signs and walls installed by the Developer or the Association in any Common Property and (vi) such other property, both real and personal, acquired by the Association by purchase, gift, lease or otherwise. The Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Property or Common Properties such facilities, if any, as the Developer deems appropriate. The timing and phasing of all such construction, if any, shall be within the sole discretion of the Developer.

"Declarant" and "Developer" shall mean and refer to JOY, a Florida limited liability company , its successors and assigns.

"Landscape Buffer" A strip of land 10 feet in width along the rear of the following Lots _____controlled by and maintained by the Homeowners Association and shall be for a landscape buffer and screening amenities.

"Lot," whether or not capitalized, shall mean each lot platted as such in the Subdivision.

"Owner" or "Lot Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Member" shall mean and refer to all those Owners who are Members of the Association as provided in this document.

"Subdivision" shall mean that property platted as Eden at Bayside Lakes Subdivision, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

"Easement" or "Easement Areas" shall mean and refer to all of the various easements and easement areas upon any Lot as designated on any recorded subdivision plat or plats of the Properties.

"First Mortgage" shall mean any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same Lot.

"Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon an Lot, including any of the following institutions: a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, and such other secondary mortgage market institution as the Association shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire, or construct improvements upon the Properties and which holds a mortgage upon any portion of the Properties securing such a loan.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining roadways, landscaping and lighting in the Common Areas; maintaining the drainage easements, Buffer Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions. The Association shall also operate and fund the recreational facilities for use by all Owners and engage in activities for the

mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments and the loss of the right to utilize common areas and recreational facilities, but, additionally, each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Association Membership.

Every Owner of a Lot shall be a Member of the Association. There shall be one (1) person, with respect to each Lot, who shall be entitled to vote at any meeting of the Lot Owners, and such a person shall be known (and is hereinafter referred to) as a "Voting Member." If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one (1) of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of the law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and said Owners shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Three (3) months after ninety (90%) percent of the residential lots in all phases of the subdivision have been conveyed by the Developer (or successor Developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale), or

(b) At such time as determined by the Declarant or successor Developer.

Section 4. Membership Vote.

Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person, or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership of platted lots. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualification.

To be qualified to vote, a Class A member must be current in payment of al assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the vote for each Lot owned by the Class B member.

ARTICLE II
SUPPLEMENTAL DECLARATIONS

Section 1. Architectural Standards.

In order to preserve the values and appearance of Eden at Bayside Lakes, the Developer may, by Supplemental Declaration, establish architectural standards for individual phases and neighborhoods within Eden at Bayside Lakes, including, without limitation, size, setback and height restrictions, landscaping requirements, lighting requirements, restrictions relating to color, type and texture of building materials, uniform mailboxes, requirements for roof design and covering materials, regulations regarding pools and pool enclosures, restrictions governing type, height and location of fences, regulations regarding detached structures, location or restriction of basketball hoops and other sport/recreational equipment and such other aesthetic criteria as may be determined by the Developer in its sole discretion.

Section 2. Clearing.

Prior to any construction, the Architectural Control Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed, and which vegetation and trees are proposed to be removed.

It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner of same shall also be responsible for sodding and maintaining areas between his/her property line and water's edge, if any. For any Lot adjoining an access easement to any common area, the Owner of same shall also be responsible for sodding and maintaining the area between his/her property line and the easement or common area. Any Owner wishing to clear natural vegetation on an individual lot must obtain approval from to the Committee and the City of Palm Bay prior to commencement of any clearing.

If any unauthorized clearing or damage takes place on any Lot, buffer area or any Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The vegetation restoration plans must show the location of plant material, size, and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

ARTICLE II
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family residential dwellings occupied by not more than one (1) family

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size.

ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the Class A Members; and (ii) the approval of such dedication or transfer has been properly recorded; and

(b) The stormwater maintenance system as permitted by St. John's River water Management District may not be altered or changed without the prior written approval of St. John's River Water Management District, and shall be maintained by the Association.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent a Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restriction. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

> The Lease Premises are a part of a Deed Restricted Subdivision. All persons occupying this property in this Subdivision are required to observe the Covenants and Restrictions of the Subdivision. Copies of all Covenants and Restrictions are to be obtained from the Landlord, and reviewed by the Tenant prior to occupancy of any residence.

In addition, all Owners leasing their Lots or Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guest so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot, including builders, shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation, curbs, sidewalks, streets, right-of-ways, improvements, swales, drainage facilities and utility lines or other Common Area or public or private improvements, when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the builder, sub-contractors, Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense, if not paid upon demand, shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction.

No motor powered, man-powered, wind propelled or electric boats of any kind whatsoever may be used on any lakes or retention areas situated in the Subdivision.

Section 7. Maintenance of Buffer Area.

The Owners of any Lot which is adjacent to a Buffer Area as described in section ____ shall be required to maintain the Buffer Area and plantings therein in accordance with those requirements set forth on Exhibit ___ attached.

Section 8. Maintenance of Operation of Surface water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater

management capabilities as permitted by the St. John's River Water Management District and the municipal governing authority.

The Builder has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. John's River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited.

Section 9. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by St. Johns River Water Management District and the local governing authority having jurisdiction pursuant to a permit modification.

ARTICLE V
COVENANT FOR ASSESSMENTS

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

Except as provided in Section _____ hereof, the Developer for each Lot owned by it within the Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and Common Properties as provided herein, including but not limited to, the Common Areas and Common Properties and other items described herein as Common Properties, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 5 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such Lot from time to time. All assessments, both regular and special, shall be imposed against all Lots within the Properties and those that may in the

future be subject to liens of the Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 2. Determining Amount of Assessment:

The initial assessment amount for Lots within each individual phase within Eden at Bayside Lakes Subdivision shall be established by the Developer and set forth in a Supplemental Declaration recorded by the Developer with respect to each such phase. The assessment amount for each Lot within any particular phase shall be uniform but assessment amounts may vary among the various phases, as determined by the Developer. Each year, the Board of Directors shall establish an annual budget (the "Budget") for the Association. Based upon each year's Budget, the Board of Directors may adjust the assessment amount applicable to each phase in order to meet the operating needs of the Association and to undertake its duties and obligations as set forth in the Declaration. Any adjustment to the assessment amounts applicable to Lots within the various phases shall be made on a pro-rata basis with the same percentage adjustment being applied to all phases. Special assessments as hereinafter provided, shall be apportioned among the Lots on a proportionate basis based upon the same percentage which the amount of the annual assessment attributable to each Lot bears to the total annual assessments attributable to all Contributing Lots.

Section 3. Start-Up Assessment:

There shall be a one-time start-up assessment payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the start-up assessment that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Developer shall be subject to the start-up assessment at that time of acquisition. The amount of the start-up assessment applicable to Lots within each individual phase shall be established by the Developer and set forth in a Supplemental Declaration recorded by the Developer with respect to each such phase. The start-up assessment applicable to Lots within each individual phase shall be established by the Developer and set forth in a Supplemental Declaration recorded by the Developer with respect to each such phase. The start-up assessment for each Lot within any particular phase shall be uniform but the amount of the start-up assessment may vary among the various phases, as determined by the Developer.

Section 4. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas and/or Common Properties as provided herein, and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them (if applicable) and their guests and tenants.

Section 5. Capital Improvements.

Funds in excess of Twenty-Five Thousand Dollars ($25,000.00) in any one (1) case which are necessary for capital improvements or other extraordinary expenses relating to the Common Properties or the operation of the Association and which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of two-thirds (2/3) favorable vote of Members present and voting at a meeting or by ballot as may be provided by the Bylaws of the Association, against Lots in the manner specified in Section I hereof.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

The annual Lot assessments provided for in this Article shall commence on the day each Lot has been conveyed by Developer. On such commencement date, each Lot shall become a "Contributing Lot".

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of days remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for all Lots within any particular phase shall be the amount established for such phase by the Developer in a recorded Supplemental Declaration.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment attributable to Lots within any phase may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are present and voting in person or by proxy, at a meeting duly called for this purpose; provided, however, the same percentage increase shall apply to Lots within all phases on an uniform basis

(b) The Board of Directors may fix the annual assessment applicable to Lots within each phase at an amount not in excess of the maximum.

Section 8. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least (30) days in advance of such period and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(a) Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

(b) The Association shall, upon request and only in connection with any sale or mortgaging of any Lot, furnish to any Owner liable for an assessment a certificate in writing signed by the Treasurer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

(c) If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one (1) late charge may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one (1) late charge each as aforesaid), and all sums due shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the Property on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or pursue one (1) or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

(d) In addition to the rights of collection of assessments stated herein, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an

estoppel letter is received from the Association acknowledging payment in full of all assessments and other sum due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

(e) It shall be the legal duty and responsibilities of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

(f) All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

(g) Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 9. Subordination of the Lien.

The lien of the assessment provided for in this Article V shall be subordinate to tax liens and to the lien of any institutional first mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is now or hereafter placed upon a portion of the Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment that cannot be collected as a lien against any Lot by reason of the provisions of this Section 9 shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in Section 1 of this Article V, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Effect on Developer.

Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within the Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 11. Conveyance: Dedication.

All Lots and other properties conveyed or dedicated to and accepted by a local governmental authority and Common Property shall be exempt from the assessments created herein, except that no Lot devoted to dwelling use shall be exempt from these assessments.

ARTICLE VI
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection; and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. 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 specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of $25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 10% per annum until paid. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Owner may also lose the right to utilize common areas and recreational facilities of the Association. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and cost on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot 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 to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorney fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within 30 days of receipt of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The amount of the fine at the time of filing this Declaration is $50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment to this Declaration.

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

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot shall not affect any 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 became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect assessments.

ARTICLE VII
RIGHTS RESERVED BY THE DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefore and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by the law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. 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.

Section 4. Maintenance Easement.

The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods often (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

So long as Declarant owns one of more Lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provisions of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

At any time after the Declarant no longer owns any Lot or Lots within the Subdivision, the covenants, agreements, conditions, reservations, restrictions and, charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association of by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

Any amendment to the Declaration of Covenants, Conditions and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Any amendment to the Declaration of Covenants, Conditions and Restrictions must have the prior consent or approval of the City of Palm Bay.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. Johns River Water Management District, or any other governmental entity, once conveyed to the Association, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds (2/3) of the total membership vote (excluding Declarant). Conveyance of a Common Area, or any portion thereof, to a governmental entity shall not require the approval of at least two-thirds (2/3) of the total membership vote, but shall be approved by a majority vote of the Board of Directors.

Section 4. Future Development Within the Project.

The Developer reserves the right to re-plat and/or re-subdivide any of the lots within the Subdivision for access to and/or construction of future phases in the Subdivision, including the right to re-designate any lot within the Subdivision for Common Area purposes within the Subdivision. So long as the Developer owns a Lot in the Subdivision, this restriction may not be amended or altered in any way without the prior written consent and approval of the Developer. Developer further reserves unto itself the sole and absolute right to determine the timing, method of ownership, and manner of development, including the modification of existing Phases and nay

and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property improvements or lots including all those herein described. No consent of the Lot Owners shall be required to add any lands, construct improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 5. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for this Subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with al other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

[SIGNATURE BLOCK ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the _____ day of 2024.

JOY, LLC, a Florida limited liability company

BY:_____
Heather Joyner, Manager

_____
(Print Name)
Witness #1 Address:

_____

_____

_____
(Print Name)
Witness #2 Address:

_____

_____

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means ☒ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Heather Joyner as Manager of JOY, LLC, who is personally known to me or produced _____ as identification.

_____
Signature of Person Taking Acknowledgement
Print Name:_____
Title: Notary Public State of Florida
Serial No. (if any) _____
Commission Expires: _____

EXHIBIT “A”
LEGAL DESCRIPTION

EXHIBIT “B”
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
EDEN AT BAYSIDE LAKES PROPERTY OWNER'S ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be EDEN AT BAYSIDE LAKES PROPERTY OWNER'S ASSOCIATION, INC.

For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law. The corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for EDEN AT BAYSIDES LAKES, ("Subdivision") recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time ("Declaration"), which pertains to the property described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Association is located at _____.

ARTICLE V

REGISTERED OFFICE AND AGENT

_____, whose address is _____, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners within the Subdivision. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners in the Subdivision and for the maintenance, administration and improvement of the Property, Areas of Common Responsibility and Common Areas. The duties and powers of the Association shall be exercised by the Board of Directors unless provided otherwise in the Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration;

(i) To maintain, repair, replace and operate portions of the Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Association for maintenance, repair, replacement and operation pursuant to the Declaration, these Articles, the Bylaws, or separate agreement;

(j) To operate and maintain the Surface Water Management System Facilities, including any and all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

(k) To establish and enforce rules and regulations as provided for in the Declaration and/or the Bylaws;

(l) To contract for services to provide for operation and maintenance of the Surface Water Management System Facilities in the event the Association contemplates employing a maintenance company;

(m) To require all owners of property now or hereafter subjected to the jurisdiction of the Association to be members of the Association;

(n) To exist in perpetuity; provided, however, in the event the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated as provided in Article XVI hereinbelow;

(o) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Property or which may otherwise be subjected to the jurisdiction of the Association as provided in the Declaration. The Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Association as provided in the Declaration;

(p) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person; and

(q) To take any other action for the purposes for which the Association is organized.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per lot within the Subdivision, ("Lot") owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Declaration, the Bylaws and the rules and regulations of the Association.

7.2 Jurisdiction of Association. The Association and each member thereof must accept as members those owners subject to the jurisdiction of the Association as provided in the Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Association shall be as set forth in the Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) members, but may be enlarged by a majority of the Board of Directors to as many as five (5) members during the Class B Control Period. Thereafter the number of directors on the Board of Directors may be no less than three (3) members and may be increased upon approval of a majority of the members, provided that there shall always be an odd number of directorships created. Anything in these Articles to the contrary notwithstanding, during the Class B Control Period the Declarant shall be entitled to designate the members of the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

Name	Address

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Office	Name	Address
President		
Vice-President		
Secretary-Treasurer		

ARTICLE XI

INDEMNIFICATION

The Association shall indemnify every officer, director, committee member and employee of the Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent they may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida.

No amendment may remove, revoke, or modify any right or privilege of the Developer or the Class "B" member without the written consent of Developer or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

Name	Address

ARTICLE XV

NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Association have been satisfied from the assets of the Association or otherwise, the remaining assets of the Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Association shall determine in their sole discretion. Notwithstanding anything in the preceding sentence to the contrary, in the event the Association is dissolved, the Surface Water Management System Facilities, together with the control and/or right of access to the property containing the Surface Water Management System Facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the Property in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such additional property as may be contemplated by the Declaration.

The Association and each member must accept as members the Owners of all Lots in the Subdivision where the instrument hereafter annexing additional property to the jurisdiction of the Association provides that the Owners of Lots in the property annexed to the Property are intended to be members of the Association and that the Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the ___day of _____, 2024.

WITNESSES

_____

_____ _____

(Print Name)
Witness #1 Address:

_____

_____

_____

_____

(Print Name)
Witness #2 Address:

_____

_____

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means ☒ physical presence or ☐ online notarization, this _____ day of _____, 2024, _____ who is personally known to me or produced _____ as identification.

_____
Signature of Person Taking Acknowledgement
Print Name:_____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

EDEN AT BATSIDE LAKES PROPERTY OWNER'S ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida, with its registered office at Palm Bay, Florida, has named Jack B. Spira, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

_____
Jack B. Spira, Registered Agent

Date:_____

EXHIBIT “A”
PROPERTY

EXHIBIT “C”
BYLAWS

BYLAWS OF
OWNER'S ASSOCIATION, INC.

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BYLAWS OF
EDEN AT BAYSIDE LAKES PROPERTY OWNER'S ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be EDEN AT BAYSIDE LAKES PROPERTY OWNER'S ASSOCIATION, INC., (the " Association").

Section 2. Principal Office. The principal office of the Association in the State of Florida shall be located in Brevard County.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for EDEN AT BAYSIDE LAKES, recorded or to be recorded in the public records of Brevard County, Florida, as supplemented, restated, renewed, extended or amended, from time to time (the "Declaration"), unless the context shall otherwise require.

Section 4. Corporate Seal. The seal of the corporation shall bear the name of the Association, the word "Florida", and the year of incorporation.

Article II

Association:
Membership, Meeting, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Meetings of the Association shall be of the members of the Association and the members shall cast their votes as provided in the Declaration on those matters requiring a vote of the membership of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings of the Association shall be set by the Board of Directors from time to time, provided the first meeting of the Association occurs no earlier than one year after the Association is incorporated. The election of directors, if one is required to be held, shall be held at, or in conjunction with, the annual meeting.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors. In addition, after the Class "B" Control Period,(as defined in the Declaration), has terminated, it shall be the duty of the President to call a special meeting of the Association if a petition is signed by members representing at least ten percent (10%) of the total votes of the Association requesting a special meeting. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Mission Statement. To preserve, promote and stimulate knowledge and interest of homeowners and residents in matters pertaining to their community and to their city government.
To work with officers of the City of Palm Bay and civic associations within Palm Bay in making ours a more desirable community in which to live.
To encourage active individual participation in all matters which affect the common good.
To take positive action on matters which affect the welfare and interests of the homeowners in the EDEN AT BAYSIDE LAKES, including but not limited to deed restrictions, conservation, ecology and safety.
To unite the members in the bonds of friendship, good fellowship and mutual understanding..
In order to carry out this mission, the Association shall have the following goals:
Work in cooperation with the Palm Bay City Government.
Develop standing committees.
Develop funding sources.
Compliance with existing deed restrictions.

Section 6. Notice of Meetings. Written or printed notice stating the time and place of any meeting of the members shall be published in such a manner as is reasonably calculated to provide such notice to each member at least fourteen (14) days in advance of any meeting, but in no event shall such publication provide less notice than that required by Section 720.306, Florida Statutes (2004), as amended from time to time. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any members may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a

meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof and of the business transacted thereat (if notice of same is required by statute or by these Bylaws), unless such member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such member specifically objects to proper notice before such business is put to a vote.

Section 8. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their proxies representing at least fifteen percent (15%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by members or their proxies representing at least a majority of the number of votes of the Association required to constitute a quorum.

Section 9. Voting. The voting rights of the members shall be as set forth in the Declaration as supplemented and amended from time to time, and such voting rights provisions are specifically incorporated herein.

Section 10. Designation of Voting Representative. If a Lot, (as defined in the Declaration), is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners (as defined in the Declaration) of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may be revoked in

writing by any Owner thereof; provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot in the Declaration.

Section 11. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles of Incorporation of the Association or these Bylaws.

Section 12. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that member's Lot.

Section 13. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be executed in accordance with, and shall be subject to the limitations set forth in, Section 720.306, Florida Statutes (2004), as amended from time to time. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of members.

Section 14. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 15. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. In the event a quorum is not met at any meeting, said meeting shall be adjourned and at a subsequent meeting called for the same issue, the presence in person or by proxy of the members representing fifteen percent (15%) of the total votes in the Association shall constitute a quorum for such meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 16. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well a record of all transactions occurring at the meeting.

Section 17. Action Without A Meeting. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so

taken is signed by all of the members entitled to vote with respect to the subject matter thereof; and any such consent shall have the same force and effect as a unanimous vote of the members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a member which is a corporation, partnership, or other legal entity, the person designated in writing by certificate filed with the Secretary of the Association as the voting representative (pursuant to Article II, Section 9 hereof) of such corporation, partnership or other legal entity shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. During the Class "B" Control Period (as defined in the Declaration), all members of the Board of Directors shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant.

Section 3. Number of Directors. During the Class "B" Control Period the number of directors on the Board of Directors shall be no less than three (3). The number of directors on the Board of Directors may be increased (i) by the Declarant during the Class "B" Control Period or (ii) by the approval of a majority of the members after the class "B" Control Period, provided that there shall always be an odd number of directors. The initial Board of Directors shall consist of three (3) directors appointed by the Declarant. In the event the Declarant elects to increase the number of directors during the Class "B" Control Period, then the majority of the directors shall be appointed by the Declarant and the remaining directors shall be elected by the members, with the directors appointed by the Declarant serving until their resignation or replacement and the directors elected by the members serving two (2) year terms (except as otherwise expressly provided in Section 5 of this Article III hereinbelow). The Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it, to fill vacancies of directors appointed by it, or to fill additional positions on the Board of Directors due to its expansion in excess of five (5) members.

Section 4. Nomination of Directors. Except with respect to directors entitled to be selected by the Declarant as provided in Section 3 of this Article, nominations for election of directors to the Board of Directors shall be made by a Nominating Committee.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association appointed by the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual meeting of the members at which members other than the Declarant are entitled to elect members to the Board of Directors. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Within thirty (30) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which the Class "A" members shall elect all directors of the Board of Directors; provided, however, in the event the Declarant elected to have more than three (3) directors during the Class "B" Control Period, then only the directors appointed by the Declarant shall be elected at such special meeting and the remaining directors previously elected by the members shall remain as directors until the expiration of their terms. A majority of the directors shall be elected to serve a term of two (2) years, and the remaining directors shall be elected to serve a term of one (1) year (when directors have been elected by the members during the Class "B" Control Period pursuant to Section 3 of this Article III, they shall be deemed to have been elected to terms ending one (1) year after the date of such special meeting). Upon the expiration of the initial term of office of each such director, a successor shall be elected to serve a term of two (2) years. Thereafter, all directors shall be elected to serve two (2) year terms.

At any election of directors by members, each member shall be entitled to cast with respect to each vacancy to be filled on the Board of Directors, as many votes as it is entitled to vote under the terms of the Declaration. There shall be no cumulative voting. The candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held. Directors elected by the members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. A director may be removed, with or without cause, by the vote of a majority of the total voting interests. Provided, however, if a specific class of members is entitled to elect a director or directors, only that class of members may vote to remove those directors so elected by that specific class of members. In accordance with all applicable procedures and provisions of the Florida Statutes, directors may be removed by a vote taken at a special meeting of the members called by at least ten percent (10%) of the voting interests or by a written agreement or written ballot without the need for a member meeting. Any director whose removal is sought, shall be given notice, as specified in the applicable provisions of the Florida Statutes for the recall of directors, prior to any meeting called for that purpose, and such notice shall state the purpose for the meeting. At such meeting as the director is

removed, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director. Any director appointed by the Declarant may only be removed by the Declarant, in its sole discretion, and the Declarant shall be entitled to appoint a director to fill the vacancy created.

Any director elected by the members who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term. The foregoing shall not apply to directors appointed by Declarant to the Board of Directors.

Except in the case of directors appointed by Declarant, in the event of the death, disability or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director appointed by the Board of Directors shall serve for the remainder of the term of the director who vacated the position. In the event of death, disability or resignation of a director appointed by the Declarant, the Declarant shall be entitled to appoint a director to fill the vacancy created, and such director shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than forty-eight (48) hours prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices shall be delivered at least forty-eight (48) hours before the time set for the meeting.

Section 10. Notice of Meetings. Notwithstanding any other provision for notice of Board meetings contained in this Article III, notice of all Board meetings must be posted in a conspicuous place on the Common Area at least forty-eight (48) hours in advance of a meeting of the Board of Directors, except in an emergency. Alternatively, if not posted in a conspicuous place on the Common Area, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Provided, however, an assessment may not be levied at any Board meeting unless written notice of the meeting (i) is provided to all members at least fourteen (14) days prior to the meeting, and (ii) the notice includes a statement that assessments will be considered and the nature of the assessments.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.

Section 15. Open Meetings; Notice to Members. Subject to the provisions of this Article III and the provisions of Florida law, all meetings of the Board of Directors shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Provided, however, notwithstanding anything in this section 15 to the contrary, a member may speak on any matter placed on the agenda by a petition of the voting interests for at least three (3) minutes. Meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be open to members. Except in an emergency, written or printed notice stating the time and place of any meeting of the Board of Directors shall be published in such a manner as is reasonably calculated to provide such notice to each member at least forty-eight (48) hours in advance of any meeting, which publication may be accomplished by posting such notice in a conspicuous place in the Common Area, publishing in a local newspaper, providing a schedule of such meetings or such other method as is determined by the Board of Directors. When required by the provisions of Florida law, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 16. Action Without a Formal Meeting. Any action to be taken or that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and may do all acts and things as provided by law as are not by the Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the Declaration; the promotion and advancement of the general interests of the members of the Association; all as more particularly provided in the Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the Association.

In addition to the duties imposed by the Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of annual budgets, including provisions for establishing reserve funds for replaceable assets, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of assessments; provided, unless otherwise determined by the Board of Directors, the Regular Assessment shall be payable in one (1) annual payment in advance on the first day of January of each year;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Area and Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property, Common Area and Area of Common Responsibility, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Lot, and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property; and

(o) entering into contracts, granting easements or performing other rights, obligations or duties of the Association set out in the Declaration, including without limitation, the right to enter into any cable television agreement.

Section 18. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i) and (o) of Section 17 of this Article. The Declarant, or an affiliate or other related entity of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

(c) No remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association; provided, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of Owners of such Units.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, replacement, preservation and protection of the Common Area without the approval of the members of the Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of members representing a majority of the total votes of the Association in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these Bylaws or the Articles of Incorporation, during the Class “B” Control Period, no mortgage lien shall be placed on any portion of the Common Area owned by the Association without the affirmative vote or written consent, or any combination thereof, of members representing at least a majority of the total votes of the Association other than Declarant.

Section 20. Rights of the Association. With respect to the Common Area, Areas of Common Responsibility, or other areas of responsibility of the Association, and in

accordance with the Articles of Incorporation, these Bylaws and the Declaration, the Board of Directors on behalf of the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or and other owners or associations, both within and without the Properties. Such agreements shall require the consent of a majority of all directors of the Association.

Section 21. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which, unless prohibited by applicable provisions of the Florida Statutes, shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's (and any tenant's, occupant's, guest's or invitee's) right to use the Common Area or Areas of Common Responsibility for violation of any duty imposed upon such Owner under the Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any tenant, occupant, guest or invitee of a Lot violates the Declaration, Articles of Incorporation, Bylaws or a rule or regulation and a fine is imposed, the fine may first be assessed against such person; provided, however, if the fine is not paid by such person within the time period set by the Board of Directors, the Owner of such Parcel shall pay the fine upon notice from the Association. All fines and suspensions imposed pursuant to this paragraph shall be imposed in accordance with the applicable requirements of the Florida Statutes. The failure of the Board of Directors to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder for any violation other than the failure to pay assessments, the Board of Directors or its delegate (or the Covenants Committee, if any,) shall serve the alleged violator with written notice by mail, hand delivery or other delivery at the address of the alleged violator contained in the records of the Association, or if no address of the alleged violator is on record, then by posting written notice at the site of the alleged violation describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors (or the Covenants Committee, if any) for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the period of time provided in (iii) for requesting a hearing. If a timely challenge is not made, the sanction stated in the notice shall be imposed. The sanction may include, without limitation, sanctions that will automatically be imposed by the Association in the event the violation is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in the records of the Association. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the

officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held before the Board of Directors affording the Owner a reasonable opportunity to be heard. Provided, however, a hearing for the purpose of imposing a fine or suspension of rights shall be before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association and are not related within the first degree of any of the forgoing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, recommended by the committee to be imposed by the Board of Directors. In the event the committee, by majority vote, does not approve a proposed fine, suspension or other sanction, it may not be imposed.

(c) Appeal. Following a hearing, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date. The decision of the Board of Directors shall be final.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles of Incorporation, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person simultaneously.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Association, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be provided for in the Declaration, these Bylaws, the Articles of Incorporation or designated by a resolution adopted by a majority of the directors of the Board of Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the Declaration, the Articles of Incorporation, these Bylaws and the resolution of the Board of Directors. In the event of conflict in the terms of any of the foregoing, the Declaration, Articles of Incorporation, Bylaws and resolutions of the Board of Directors (in that order) shall prevail. Each committee shall operate in accordance with the terms related thereto, the rules adopted by the Board of Directors and the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 1 of this Article, the

Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Members of the Covenants Committee may not be officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association for violations of the Declaration and shall conduct all hearings held pursuant to Article III, Section 21 of these Bylaws. The Covenants Committee shall be formed and hold its proceedings in accordance with the requirements of the Florida Statutes.

Article VI

Indemnification

The Association shall indemnify every officer, director, committee member and employee of the Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent they may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Article VII

Books and Records

Section 1: Official Records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace;

(b) a copy of the Bylaws of the Association (as may be amended);

(c) a copy of the Articles of Incorporation of the Association (as may be amended);

(d) a copy of the Declaration (as may be amended);

(e) a copy of the Rules and Regulations of the Association;

(f) the minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years;

(g) a current roster of all members and their mailing addresses and parcel identifications, as well as the electronic mailing addresses and the numbers designated by members who consent to receive notice sent by electronic transmission, such electronic information to be removed from association records when member consent is revoked;

(h) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) a current copy of all contracts to which the Association is a party, including without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year;

(j) the financial and accounting records of the Association, kept according to good accounting practices, which must be maintained for a period of at least seven (7) years, and shall include:

(1) accurate, itemized and detailed records of all receipts and expenditures;

(2) a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

(3) all tax returns, financial statements, and financial reports of the Association; and

(4) any other records that identify, measure, record or communicate financial information.

(k) a copy of the disclosure summary described in Florida Statutes subsection 720.401(1); and

(l) all other written records of the Association not specifically included in the forgoing which are related to the operation of the Association.

Section 2. Inspection and Copying of Records. The official records shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by the holders of any Mortgage, on any Lots or the Common Area, members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may establish reasonable written rules regarding the frequency, time, location, notice and manner of inspections in accordance with applicable provisions of the Florida Statutes. The Board of Directors may impose fees to cover the costs of providing copies of the official records, including, without limitation, the cost of copying. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to members and prospective members, and may charge only the actual costs for reproducing and furnishing these documents to persons entitled to receive them. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Association. Notwithstanding anything to the contrary in the preceding sentences, the following records shall not be assessable to members or Owners:

(a) Any record protected by the lawyer-client privilege or work product privilege, included but not limited to, any record prepared by the Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association and was prepared exclusively for or in anticipation of civil or criminal litigation or adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceeding.

(b) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Lot.

(c) Disciplinary, health, insurance and personnel records of the Association's employees.

(d) Medical records of Owners or community residents.

Section 3. Annual Budget. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member.

Section 4. Accounts and Reports. Within sixty (60) days after the close of the Association's fiscal year, annual financial reports in conformity with Section 720.303 (7), Florida Statutes (2004), as amended from time to time, shall be prepared. The Association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available within ten (10) days upon written request at no charge to the member. The financial report shall be prepared in accordance with the classifications and procedures of the applicable provisions of the Florida Statutes. In addition to such financial reports, a delinquency report shall be prepared listing all Owners who are delinquent in paying the installments of assessments at the time of the report. The Board of Directors may engage the services of an accountant to prepare, review or audit such reports as determined by the Board of Directors and any expenses in connection therewith shall be Common Expenses.

Article VIII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors' resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Section 5. Amendment. These Bylaws may be amended only by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Declarant may unilaterally amend these Bylaws at any time to include any provisions which may be required by any federal, state or local governmental entity, agency or authority.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" member without the written consent of Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

IN WITNESS WHEREOF, the members of the Board of Directors and Declarant have executed and adopted these Bylaws of _____ Property Owner's Association, Inc. this ___ day of _____, 2024.

_____
Director

_____
Director

_____
Director