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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MARITIME HAMMOCK AT AQUARINA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 8th day of May, 2006, by CERTIFIED BUILDING CORP, a Florida corporation, authorized to do business in the State of Florida (the "Developer").

RECITALS AND DECLARATION

WHEREAS, the Developer presently owns that certain property located in Brevard County, Florida, as described as the AQUARINA PLANNED UNIT DEVELOPMENT (the "AQUARINA LANDS"); and,

WHEREAS, the Developer intends to create a mixed-use community on all or portions of the AQUARINA LANDS pursuant to a general plan of development, and with a view to that end, has recorded a Declaration of Covenants, Conditions and Restrictions for AQUARINA and formed a homeowners association called AQUARINA COMMUNITY SERVICES ASSOCIATION, INC.; and,

WHEREAS, the Developer's general plan of development contemplates the construction on the portion of the AQUARINA LANDS described in Exhibit A attached hereto (the "MARITIME HAMMOCK"), of dwellings; and,

WHEREAS, recognizing that certain matters will be of unique or particular concern to the owners of MARITIME HAMMOCK dwellings, as opposed to the owners of other dwellings in the overall AQUARINA community, the Developer wishes to submit certain of the dwellings (and appurtenant lots) it has started constructing to various covenants, conditions, restrictions, charges and liens at this time (separate and apart from those imposed by the Declaration of Covenants, Conditions and Restrictions for AQUARINA generally); and,

WHEREAS, Developer desires that all of the below-described property be subject to like restrictions for the mutual benefit and protection of themselves and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof; and,

WHEREAS, in line with its wishes described above, the Developer has formed a nonprofit corporation called MARITIME HAMMOCK AT AQUARINA HOMEOWNERS ASSOCIATION, Inc. to perform certain functions of common concern to the lot and dwelling

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owners and to enforce the covenants, restrictions, charges and liens created by this Declaration.

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

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used herein shall have the meanings hereinafter specified:

1. "Articles" shall mean the Articles of Incorporation of the Association (a copy of which is attached hereto as Exhibit B), including any amendments thereto.
2. "Association" shall mean MARITIME HAMMOCK AT AQUARINA HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, and its successors and assigns.
3. "Board" shall mean the Board of Directors of the Association.
4. "By-Laws") shall mean the By-Laws of the Association which have been adopted by the Board, including any amendments thereto.
5. "County" shall mean Brevard County, Florida.
6. "Covenants and Restrictions" shall mean the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by this Declaration.
7. "Declaration" and "this Declaration" shall mean (and, except as otherwise provided in Section 13 of this Article, "hereto," "hereof," "hereunder," "herein" and words of similar import) shall refer to this instrument as amended from time to time, together with all supplemental declarations thereto.
8. "Developer" shall mean CERTIFIED BUILDING CORP, a Florida corporation authorized to do business in the State of Florida, and any successor or assign of CERTIFIED BUILDING CORP, which acquires any portion of the MARITIME HAMMOCK from the Developer for the purpose of development and to which

CERTIFIED BUILDING CORP. specifically assigns all the rights of the Developer hereunder by an express written assignment recorded in the County's Public Records.

9. "Developer's Permittees" shall mean the Developer's officers, directors, partners, joint venturers (and the officers, directors and employees of any such corporate partner or joint venturer), employees, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees.
10. "Dwelling" shall mean the improvements (and the appurtenant garage) now or hereafter constructed on a lot (as defined in Section 16 of this Article) and designed and intended for use as a single family residence, for which a certificate of occupancy has been issued by Brevard County.
11. "Property" shall mean the property described in Exhibit A attached hereto, as amended as provided for in Article II.
12. "Family" shall mean (a) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (b) a group of not more than four (4) persons not so related who maintain a common household in a dwelling.
13. "Initial Declaration" shall mean (and, when following a section, paragraph, page or exhibit designation, the word "hereto") shall refer to this Declaration as initially recorded in the County's Public Records.
14. "Institutional Mortgage" shall mean a first mortgage on a dwelling held by an institutional mortgagee.
15. "Institutional Mortgagee" shall mean any bank, savings and loan association, insurance company, mortgage company, real estate investment trust, or agency of the United States Government; a lender generally recognized in the community as an institutional lender; and any assignee of a loan made by one of the foregoing to finance the purchase of a dwelling.
16. "Lot" shall mean one of the 24 lots of land described in Exhibit A hereto, and which is not subsequently withdrawn from the provisions of this Declaration, or any lot subsequently added to the provisions of this Declaration, by a supplemental declaration.
17. "Master Association" shall mean AQUARINA COMMUNITY SERVICES ASSOCIATION, INC., and its successors and assigns; and "Master Declaration" shall

mean the Declaration of Covenants, Conditions and Restrictions for AQUARINA recorded in Official Records Book 2434, Page 1145, Public Records of Brevard County, Florida, and any supplemental declarations thereto.

- 18. "Member" shall mean any person or entity holding a membership in the Association.
- 19. "Owner" shall mean the person or persons or legal entity or entities holding fee simple interests of record to any lot or dwelling, including the Developer and sellers under executory contracts for sale of a dwelling, but excluding those having such interests merely as security for the performance of an obligation and excluding purchasers under executory contracts for sale of a lot.
- 20. "Supplemental Declaration" shall mean any instrument recorded by the Developer in the County's Public Records for the purpose of withdrawing lots or otherwise amending or supplementing this Declaration.
- 21. "ARC" shall mean and refer to the Architectural Review Committee so established under Article XI hereof.

ARTICLE II
WITHDRAWAL OR ADDITION OF LOTS AND DWELLINGS

- 1. Withdrawal or Addition. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right at any time to withdraw or add, one or more lots from the provisions of this Declaration by recording an appropriate supplemental declaration in the County's Public Records, provided that, to be effective, any such supplemental declaration must be executed by the Developer, the owner of the lot sought to be withdrawn or added, and the holder of any Institutional Mortgage on the lot sought to be withdrawn or added.

ARTICLE III
THE ASSOCIATION

- 1. Membership. The Developer and every Owner of a lot shall be a member of the Association. No membership in the Association shall be assignable except to the successor-interest of an Owner, every membership being appurtenant to and inseparable from the member's dwelling. Ownership of a dwelling shall be the sole qualification for membership of a non Developer Owner in the Association.

2. Classes of Voting Membership. The Association shall have two classes of voting membership:
- A. CLASS A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one vote for each dwelling owned. When more than one person holds an interest in any dwelling, all such persons shall be members. The vote for such dwelling shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any dwelling.
- B. CLASS B. Class B members shall be the declarant and shall be entitled to eight (8) votes for each dwelling owned. 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:
- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 - (2) On August 31, 2009.
3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association organized to administer a residential community located within the AQUARINA LANDS, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or the properties, rights and obligations of any such association may be transferred to the Association as a surviving association. The surviving or consolidated association (whether the Association or another association) may administer, as one scheme, the Covenants and Restrictions established by this Declaration, together with the other Covenants and Restrictions established with respect to the lots or with respect to other properties. No such merger or consolidation shall revoke, change or add to the Covenants and Restrictions or dilute the Developer's voting power with respect to matters affecting the lots, except as may be specifically provided in this Declaration. Any such merger or consolidation shall require the vote or written approval of owners holding two-thirds (2/3) of the Class A membership voting power and the Class B member (if one then exists).

ARTICLE IV ASSESSMENTS

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

- B. Creation of Lien. Each periodic and special assessment provided for in this Article, together with any related interest, penalties and costs of collection provided for in this Article, shall constitute a charge and continuing lien on the lot or dwelling.
- C. Personal Liability. Each periodic and special assessment provided for in this Article, together with any related interest, penalties and costs of collection, shall also constitute the personal obligation of the owner of the property against which the assessment is made, or on which the assessment constitutes or gives rise to a lien and, except as otherwise provided therein, the personal obligation of such owner's successors and assigns. If the owner consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the aforesaid obligation.
2. Purpose. The Assessments imposed pursuant to this Article shall be used for the Association's operation and administration and the fulfillment of its duties hereunder.
3. Periodic Assessments. The Board shall fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner subject to assessment at least fifteen (15) days in advance of the period covered by the assessments, and written notice of any change in the amount of the periodic assessment during that period shall be given to each Owner at least fifteen (15) days in advance of the changes becoming effective. At least fifteen (15) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the members of the Association, a written, itemized statement (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The assessments shall be based on a budget that includes reasonable reserves for deferred maintenance of improvements the Association is responsible hereunder for maintaining and may (but need not) include reserves for other contingencies. The Board may provide in its absolute discretion that the periodic assessments be payable either quarterly or monthly. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year and shall cause to be distributed a copy of each such statement to each Member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board of Directors.
4. Special Assessments. Special (i.e., non-periodic) assessments may be levied by the Board (a) upon all Owners subject to periodic assessments to make up actual deficits or anticipated deficits in operating and maintenance accounts resulting from inadequate periodic assessments and (b) against any Owner individually to collect a liability of that Owner to the Association that is not common to all other Owners or a liability of that Owner provided for in Article VI, Section 3 hereof.
5. Share of Assessments. The periodic assessments provided for in Section 3 of this Article and the special assessments provided for in Section 4 of this Article shall be divided evenly among the dwellings and lots subject to assessment.

6. Association's Remedies for Non-Payment.

- A. Penalties for Delinquency. Any assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest at the highest rate permitted by law from the date it is due until the date it is paid. In addition, the Owner of any dwelling with respect to which an assessment is overdue by more than thirty (30) days may be required by the Board to pay the Association a late charge equal to the amount of the delinquent installment.
- B. Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a dwelling in the manner in which mortgages on real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the costs and expenses mentioned in Subparagraph C below) without waiving any claim of lien, provided that in either case, the Association must give the delinquent Owner at least thirty (30) days written notice of its intentions and, in the case of a foreclosure, must file a claim of lien in the County's Public Records. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to the Association of a fee to be determined by the Association, but not to exceed fifty (\$50.00) dollars.
- C. Attorney Fees and Other Costs of Enforcement. Reasonable attorney's fees incurred by the Association or its agent incident to the collection of any unpaid periodic or special assessment or the enforcement of any lien provided for by Section 1 of this Article (including attorney fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and be secured by the Association's lien.
- D. Status of Transferees. No person or entity that acquired title to a dwelling as a result of a foreclosure of an Institutional Mortgage of record or that accepts a deed to a dwelling in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or special assessments pertaining to that dwelling or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such shares of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the dwelling in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a dwelling shall be jointly and severally liable for all unpaid periodic or special assessments up to the time of conveyance. Nothing herein contained to the contrary notwithstanding, each and every Owner, including purchasers at judicial sale, shall be liable for all periodic or special assessments coming due while he is the

Owner of a dwelling, regardless of how his title was acquired.

E. Cumulative Remedies. The remedies provided in this Section 6 shall be cumulative and not mutually exclusive.

7. Association's Certificate. Each Owner of an assessable dwelling and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his dwelling upon payment to the Association of a reasonable fee not exceeding fifteen (\$15.00) dollars. Any person other than the Owner of the Dwelling in question who relied upon such a certificate shall be protected thereby.

8. Subordination. The lien on each dwelling provided for in this Article shall be subordinate to the lien of any Institutional Mortgage on that dwelling recorded before a claim of lien is filed under this Article with respect to that dwelling.

9. Collection of Master Association Assessments. If requested by the Master Association, the Association shall collect from the Owners the assessments levied upon their dwelling by the Master Association and remit the assessments thus collected to the Master Association.

10. Initial Assessments. Upon purchasing a dwelling from the Developer, each purchaser shall pay to his seller Two Hundred Fifty Dollars (\$250.00) for the benefit of the Association and to ACSA an amount equal to two (2) months assessment at closing to be used as working capital. Each such amount shall be held by the Association as an operating reserve and may be used and applied from time to time to meet deficits or for such other purposes as the Association determines. Its payment shall not operate to relieve the Owner who paid it from commencing payment of periodic assessments as provided in Section 1 of this Article.

ARTICLE V
MAINTENANCE

1. By the Association.

A. Maintenance of Dwelling. The Owner shall be responsible for exterior painting, exterior wall and roof maintenance and reconstructing or replacing, as and when reasonably necessary, the exterior building walls of each dwelling, the roof and foundations of each dwelling, those portions of each wall partially surrounding a patio, courtyard or pool appurtenant to a dwelling which is visible from outside the Lot on which the dwelling is situated, and window casements of each dwelling (but not the doors, windows and screens, gutters or downspouts of any dwelling) to the standards set by ARC.

B. Trash Collection. If and to the extent it is not provided for by the Master Association or County, the Association may arrange and contract for the collection of trash from the dwellings.

C. Grounds Maintenance. The Association shall be responsible for maintaining all landscaping and driveways.

2. By Owners.

A. Maintenance of Dwelling. Each Owner shall be responsible for keeping the interior and exterior of his dwelling in a clean, safe and orderly condition and good repair to the extent the Association is not responsible for doing so hereunder.

B. Failure to Perform. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to enjoin compliance with them. In addition, the Association shall be entitled (though not obligated) to restore the neglected dwelling to the condition required by this Section and to levy on the offending Owner a special assessment equal to the cost of the work that was the Owner's responsibility.

ARTICLE VI
INSURANCE

The Association shall procure and maintain adequate liability and hazard insurance on all property or common property owned by the Association, including errors and omissions coverage on all officers or employees having fiscal responsibilities to the minimum requirements required by Florida Statute §720 or any other statutory provisions regulating insurance requirements.

ARTICLE VII
DRIVEWAYS

1. General. Each driveway other than Lots 8 and 9, Block A shall be maintained by the Owner and shall not be the responsibility of the Association. The Association shall grant to Lots 8 and 9 a 15 foot easement over the common property for the driveway for ingress and egress from the public Aquarina Roads to the residential dwelling on Lots 8 and 9. A 15 foot wide asphalt driveway shall be constructed in the same standards as a one way loop road which will serve all other lots. All obligation for maintenance for repair as to this driveway shall be born exclusively by Lots 8 and 9. In the event Lots 8 and 9 fail to maintain this driveway to the standards set by the ARC, then the Association shall have a right to notify the Owners and failure to remedy within 30 days shall give the Association the right to make the necessary repairs and to bill and lien those expenses to Lots 8 and 9 on a prorated 50% basis.

2. Arbitration. In the event of any dispute arising concerning a dispute under the provisions of this Article generally, each party shall choose one arbitrator those arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then prevailing. Any decision made pursuant to this Section 3 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

ARTICLE VIII
USE RESTRICTIONS

1. **Occupancy.** Each dwelling shall be used as a residence only, except as otherwise expressly provided herein. A dwelling owned by an individual, corporation, partnership, trust or other fiduciary may be occupied only by the following persons, and such persons' families and guests: (a) an individual Owner, (b) an officer, director, stockholder or employee of a corporate Owner, (c) a partner or employee of a partnership Owner, (d) the fiduciary or beneficiary of a fiduciary Owner, or (e) permitted occupants under an approved lease or sublease of the dwelling (as described below), as the case may be. A dwelling may be occupied under an approved lease or sublease only by the following persons, and such persons' families and guests: (a) an individual lessee or sublessee, (b) an officer, director, stockholder or employee of a corporate lessee or sublessee, (c) a partner or employee of a partnership lessee or sublessee, or (d) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one Family reside in a dwelling at one time. "Family" and words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters and children and grandchildren. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom in a dwelling. The Board of Directors shall have the power to authorize occupancy of a dwelling by persons in addition to those set forth above for visits of temporary duration that do not exceed sixty (60) days in any calendar year.

2. **Pets.** With the exception of birds and fish housed in a cage or aquarium within the Owner's dwelling, no Owner may keep more than two (2) pets in a dwelling and no pet over 60 lbs.. No pet may be kept, bred or maintained for any commercial purpose or become a nuisance or annoyance to neighbors. Owners must pick up all solid wastes of their pets and dispose of them appropriately. All pets (including cats) must be leashed at all times when outside the dwelling. No dogs may be kept on a terrace, balcony, patio or lanai of a dwelling when the dwelling's Owners is absent from the dwelling. Violation of any provision of this Section shall entitle the Association to all of its usual rights and remedies (including, but not limited to, the right to fine Owners as provided herein, in the Association's By-Laws or in any applicable rules and regulations) and also to require any pet to be permanently removed from its Owner's dwelling upon three (3) days' notice.

3. **Alterations.** No Owner shall cause or allow improvements or changes to any exterior portion of his dwelling (including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the dwelling) without first obtaining the written consent of the Association.

4. **Nuisances.** No use or practice shall be allowed in or around dwellings which is a source of annoyance to Owners or occupants of dwellings or which interferes with the peaceful possession or proper use of the dwellings.

5. **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of any dwelling.

6. **Lease.** All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and By-Laws of the Association, of applicable rules and regulations, of the Master Declaration or of any other instrument, document or instrument governing the dwellings. The Owner of a leased dwelling shall be jointly and severally liable with his tenant to the Association to pay any claim of injury or damage caused by the negligence of the tenant. Every lease shall be subordinated to any lien

filed by the Association or the Master Association whether before or after the lease was entered into. No dwelling may be leased more than three (3) times in any one calendar year.

7. Exterior Improvements; Landscaping. Without limiting the generality of Section 3 of this Article, no Owner shall, without first obtaining the written consent of the Association, cause anything to be affixed or attached to, displayed or placed on, or hung from the exterior walls, doors, windows, patios, courtyards or terraces of his dwelling (excluding storm shutters and screens) or make substantial changes to landscaping. Monument signs and entrance/exit gates located within Maritime Hammock's northern 10' wide Landscape and Utility Easement are permitted uses within this easement.

8. Effect on Developer, Selective Relief. The restrictions and limitations set forth in Paragraphs 1 through 7 of this Article or any restrictions for real estate signs, shall not apply to the Developer or to Lots or dwellings owned by the Developer, nor to Institutional Mortgagees or to Lots or dwellings owned by Institutional Mortgagees. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article for good cause shown.

ARTICLE IX ADDITIONAL RIGHTS OF INSTITUTIONAL FIRST MORTGAGEE

In addition to all other rights herein set forth, each holder of an Institutional Mortgage shall have the right, upon written request to the Association, to:

1. Inspect the Association's books and records during normal business hours;
2. Receive an unaudited financial statement of the Association within sixty (60) days after each of its fiscal years closes;
3. Receive from the Association written notice of any meeting of the Association's membership and to attend any such meeting;
4. Receive from the Association written notice of any default under this Declaration or the By-Laws by an Owner of a Lot or dwelling encumbered by a mortgage to the Institutional Mortgagee, if the default remains uncured for more than thirty (30) days;
5. Receive timely written notice of casualty damage to or condemnation of any part of any dwelling on which it has a mortgage.

ARTICLE X ARCHITECTURAL CONTROL

1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any grading, clearing, extensive interference with the landscape, building, fence, wall, swimming pool, screen enclosure, real estate sales signs, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee, hereinafter referred to as "ARC." All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding

structures and topography.

2. Architectural Review Committee. The architectural and control review functions as provided for in this Article shall be administered and performed by an Architectural Review Committee, hereby created and hereafter referred to as ARC.

Said ARC shall consist of three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose as long as it owns ten percent (10%) or more of the lots in MARITIME HAMMOCK. Developer further expressly reserves the absolute right, in its sole discretion, to adopt, amend, modify or waive, in whole or in part, the Architectural Planning Criteria, or compliance therewith, for as long as it owns ten percent (10%) or more of the lots in MARITIME HAMMOCK. Members of the ARC as to whom Developer may relinquish the right to appoint, and all members of the ARC after Developer no longer owns ten percent (10%) or more of the lots in MARITIME HAMMOCK, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by a Developer. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten percent (10%) of the total number of lots in MARITIME HAMMOCK, then and in that event, the appointment, and/or administration of the ARC shall be performed by the Association or its appointed committee, in accordance with Section 3 below.

3. Powers and Duties of the ARC.

A. Prior to Developer transferring or conveying the lot or dwelling which would cause the Developer to own less than ten percent (10%) of the total number of lots or dwellings in MARITIME HAMMOCK, the ARC appointed by said Developer shall operate independent of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before said ARC.

B. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten percent (10%) of the total number of lots in MARITIME HAMMOCK, the ARC shall then come under the control of, and shall be administered by, the Association. The ARC shall have the following powers and duties:

To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all

proposed improvements and construction of any type or nature whatsoever within MARITIME HAMMOCK. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

5. Procedure Before the ARC. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC one (1) complete set of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC, and such additional information as required by this Declaration. No later than fifteen (15) business days after receipt of said plans and specifications, the ARC shall respond to *the* application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the fifteen (15) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The initial address of the ARC shall be: 211 Ash Avenue, Melbourne Beach, FL.

ARTICLE XI GENERAL PROVISIONS

1. Covenant Running with the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, as well as the provisions of the Master Declaration and all applicable management contracts, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Lots and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent Owner(s) of the dwellings or any part thereof, or interest therein, and their respective heirs, personal representative, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners and tenants and occupants of dwellings shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as well as the provisions of the Master Declaration as they may be amended from time to time. The acceptance of a deed or conveyance to a dwelling, or the entering into of a lease of, or occupancy of, any dwelling shall constitute an adoption and ratification by such Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as well as the provisions of the Master Declaration and all applicable management contracts, as they may be amended from time to time, including, but not limited to a ratification of any attorneys-in-fact contained therein.
2. Duration. The Covenants and Restrictions shall be effective for a term of forty (40) years from the date the Initial Declaration is recorded. After that time they shall be

automatically extended for successive periods of fifteen (15) years each unless an instrument has been recorded in which eighty percent (80%) of the then Owners and eighty percent (80%) of the holders of the then outstanding Institutional Mortgages agree by signing it to revoke the Covenants and Restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least three (3) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is taken.

3. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

A. The breach of any of the covenants contained in the Declaration or the ByLaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Developer, the Association, the successors-in-interest of the Association or an Owner or Owners. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Developer or the Association or their successors-in-interest.

C. The remedies herein provided for breach of the covenants or restrictions contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants or restrictions contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any mortgage made in good faith and for value on any dwelling; provided, however, that any subsequent Owner of a dwelling shall be bound by those covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

4. Severability. The invalidation of any one of the Covenants and Restrictions by judgment or court order shall in no way affect any of the other Covenants and Restrictions, all of which shall remain in full force and effect.

5. Interpretation. The article and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. The singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the other.

6. Amendments. This Declaration may be amended by the Association (1) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds percent

(66-2/3%) of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long as the Class B Membership exists); or (2) by the affirmative vote of the Class B Member alone; provided, however, that no amendment shall be permitted which has a materially adverse affect upon substantial rights of any Owner or Institutional Mortgagee without the prior written consent of the Owner or Institutional Mortgagee so affected, as appropriate. Without in any way limiting the generality of clause (2) above, as long as it is the Class B Member or owns one or more dwellings, the Developer shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) which is required to correct a surveying error or an erroneous legal description or which is requested or required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association or other governmental or quasi governmental body which owns or expects to own one or more Institutional Mortgages or requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the salability of Institutional Mortgages owned by it to one or more of the foregoing. As long as the Developer owns any portion of the Aquarina Lands, no amendment may be passed that adversely affects the Developer's rights or privileges without its prior written consent. Nothing contained herein shall affect the right of the Developer to make such amendments of this Declaration or such Supplemental Declarations as may otherwise be permitted herein without any consents, approvals or joinders. This Section may not be amended. All amendments shall be in accordance with the Brevard County regulations, codes and ordinances applicable to planned unit developments.

7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right or title to a dwelling shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such dwelling.

8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

ARTICLE XII MARITIME HAMMOCK CONSERVATION AREA

1. The area designated as Maritime Hammock Conservation Area to assure that the property will be retained as a natural condition and to prevent any use of the property for any other purpose by the Association or its members.
2. The Association shall have the obligation to maintain this Maritime Hammock Conservation Area, under the supervision and with the approval in each instance, of the then owner of the Maritime Hammock Conservation Area. Should there be any damage or destruction of the Maritime Hammock Conservation Area, the Association shall be responsible to restore it in a condition as similar to the current condition as possible. Further, all other activities of the Association shall be prohibited in the Maritime Hammock Conservation Area:
 - A. This Maritime Hammock Conservation easement area shall be created and

declared as perpetual.

- B. The Developer or its successors or assigns, or the Association shall have no right to enter upon the Maritime Hammock Conservation Area without the express written consent of the owner of the Maritime Hammock Conservation Area.
- C. All rights and obligations arising hereunder are appertences and covenants running with the land of the Maritime Hammock Conservation easement area, and shall be binding upon the Developer and its successors and assigns.
- D. The golf course owner will maintain ownership of the Maritime Hammock Conservation Area. The Developer has no rights to further encumber or convey any interest in the Maritime Hammock Conservation Area.

ARTICLES OF INCORPORATION

OF

MARITIME HAMMOCK AT AQUARINA HOMEOWNERS ASSOCIATION, INC.
(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of the corporation shall be MARITIME HAMMOCK AT AQUARINA HOMEOWNERS ASSOCIATION, INC.

ARTICLE II PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of MARITIME HAMMOCK, to be established by CERTIFIED BUILDING CORP., a Florida corporation, hereinafter called Developer, upon the following described property, hereinafter referred to as the "Property," situate, lying and being in Brevard County, Florida, to wit:

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said Property and in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Restrictions, which will be or which has been recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted for platting; and to deal with such Property as may be necessary or convenient in the administration of said Property. The corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III POWERS

The corporation shall have the following powers:

- A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation as chartered, and all of the powers and privileges granted privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida.

- B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:
 - 1. Making and establishing reasonable rules and regulations governing the use of the Property in accordance with the terms as may be defined in the Declaration of Restrictions.

 - 2. Levying and collecting assessments against members of the corporation to defray the common expenses of the maintenance and operation of the common areas as may be provided in the Declaration of Restrictions and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the common areas and in accomplishing the purposes set forth in the Declaration of Restrictions.

 - 3. Enforcing the provisions of the Declaration of Restrictions and these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.

 - 4. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this subdivision, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

 - 5. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Restrictions.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

- A. The owners of all lots or dwellings in the Property shall be members of the corporation, and no other persons or entities shall be entitled to membership.
- B. Membership shall be established by the acquisition of fee title to a lot or dwelling in the Property or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise and the membership of a party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any lot or dwelling.
- C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his dwelling. The funds and assets of the corporation shall belong solely to the corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration of Restrictions and in the said By-Laws.
- D. That Association shall have two classes of voting membership:
 - 1. CLASS A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one vote for each dwelling owned. When more than one person holds an interest in any dwelling, all such persons shall be members. The vote for such dwelling shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any dwelling.
 - 2. CLASS B. Class B members shall be the declarant and shall be entitled to eight (8) votes for each dwelling owned. 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) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 - (b) On August 31st, 2009. 3

ARTICLE V TERM

Existence of the corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

ARTICLE VI - LOCATION

The principal office of the corporation shall be located at 211 Ash Avenue, Melbourne Beach, Florida, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the By-Laws of the corporation. The members of the Board of Directors shall be elected as provided by the By-Laws of the corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of December each year. The Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JEFF PARKER
211 Ash Avenue, Melbourne Beach, FL

DAN WINKLER
211 Ash Avenue, Melbourne Beach, FL

JULIE STIFFLEMIRE
211 Ash Avenue, Melbourne Beach, FL

ARTICLE VIII - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the corporation shall be administered by the officers designated in the By-Laws of this corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the common areas and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director of the corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

JEFF PARKER 211 Ash Avenue, Melbourne Beach, FL	President
DAN WINKLER 211 Ash Avenue, Melbourne Beach, FL	Vice President
JULIE STIFFLEMIRE 211 Ash Avenue, Melbourne Beach, FL	Secretary/Treasurer

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article VII above.

The original By-Laws of the corporation shall be adopted by the Board of Directors and thereafter, such By-Laws may be altered or rescinded by the Board in such *manner* as said By-Laws may provide.

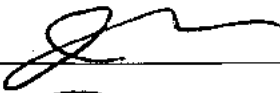
ARTICLE XI - INDEMNIFICATION


Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become

involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the directors, or by the members of the corporation owning a majority of the lots or dwellings, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these articles being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days not later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds ($2/3$) of the dwellings in the subdivision in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 14th day of February, 2006. 2007






Julie L. Stigler

CERTIFICATE OF REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

MARITIME HAMMOCK AT AQUARINA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in the City of Melbourne Beach, County of Brevard, State of Florida, has named JOFF PARKIN, ESQ., located at 211 ASH AVE, MELB. BEACH, FL., as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate, who hereby accepts to act in this capacity, and agrees to comply with the provisions of the act relative to keeping open said office.


_____, Registered Agent