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This instrument prepared by and return to:  
 Stewart B. Capps, Esquire  
 P.O. Box 034021  
 Indialantic, FL 32903

**Scott Ellis**  
 Clerk Of Courts, Brevard County  
 #Pgs: 42 #Names: 2  
 Trust: 21.50 Rec: 169.00 Serv: 0.00  
 Mtg: 0.00 Excise: 0.00  
 Int Tax: 0.00

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC.**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 26<sup>th</sup> day of March 2003 by CERTIFIED BUILDING CORP., a Florida corporation, authorized to do business in the State of Florida. (hereinafter referred to as "Developer").

***RECITALS AND DECLARATION***

WHEREAS, the Developer presently owns that certain property located in Brevard County, Florida, which is part of the AQUARINA PLANNED UNIT DEVELOPMENT (the "AQUARINA LANDS"), which comprises 20 lots known as the Sandpiper Cove subdivision;

WHEREAS, the Developer's general plan of development contemplates the construction on the portion of the AQUARINA LANDS described in Exhibit A attached hereto of twenty dwellings.

WHEREAS, recognizing that certain matters will be of unique or particular concern to the owners of SANDPIPER COVE 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 non-profit corporation called SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC. to perform certain functions of common concern to the lot and dwelling 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 SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., a not-for-profit Florida corporation, and its successors and assigns.
3. "Board" shall mean the Board of Directors of the Association.
4. "Bylaws" shall mean the Bylaws of the Association which have been adopted by the Board (a copy of which is attached hereto as Exhibit C), 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 SANDPIPER COVE LANDS.
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 twenty (20) 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. If Owner is a corporation or trust, the president or trustee shall be conclusively deemed Owner unless such officer or trustee designates another person in its immediate family.

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 IX 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-in-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 eleven (11) 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, 2010.

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).



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## ARTICLE IV - ASSESSMENTS

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

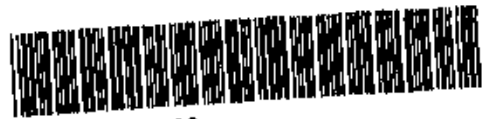
A. Covenant to Pay. The Developers for each dwelling now or hereafter owned by it, hereby covenants and agrees to pay the Association periodic and special assessments as hereinafter provided; and each person or entity who accepts a deed to a lot or dwelling, or who accepts title thereto as an heir or 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). Assessments for any lot will not begin to accrue until a building permit is pulled for that particular lot. Once the building permit is pulled, assessments will be pro-rated for the year in which the permit is pulled through December 31, and thereafter due as assessed by the board.

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. Should any owner fail to pay a periodic assessment, the Board in its



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absolute discretion and without notice, can accelerate the periodic assessment for that calendar year and demand the balance due.

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 V, 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.

#### ARTICLE V - MAINTENANCE

1. By the Association.

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

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 - 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 or 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. 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 days in any calendar year. No dwelling unit located on a lot may be leased more than three times in one year.

2. 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.

3. Nuisances. Nothing shall be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute in question.

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

5. Lease. 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.

6. 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.





7. Effect on Developer, Selective Relief. The restrictions and limitations set forth in Paragraphs 1 through 7 of this Article 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.

8. Residential Use. The property subject to these covenants and restrictions may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected, nor shall any improvements or construction commence upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size. Each subdivided lot shall thereafter be treated as a separate lot for all purposes, including without limitation, the levying of assessments.

9. No Temporary Buildings. No tents, trailers, vans, shacks, sleds, tanks or other temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the prior written consent of the ARC.

10. Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than a residential home.

11. Boats and Motor Vehicles. For the purposes of this section, a "vehicle" shall be considered to be any automobile, truck, motorhome, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the lot owner or member of his family. No vehicle shall be parked on the roadway or front or side yard except in unusual circumstances or under very temporary conditions, such as during social gatherings or for loading and unloading. Driveways may be used to temporarily park a vehicle, but this shall not include overnight parking other than a guest for no more than one week; otherwise, all vehicles must be kept in an enclosure or stored in a manner screened from adjoining streets. No vehicle which is unlicensed or considered inoperative shall be allowed to remain on any lot for a period in excess of two days without Association approval. Vehicle maintenance and minor repair only are permitted provided such maintenance or repair is limited to owner's family vehicles and is being performed within an enclosure or area screened from adjoining streets.

12. Trees. NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS EIGHT INCHES IN DIAMETER AT FIVE FEET ABOVE THE NATURAL GRADE SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE ARC. THE BOARD, IN ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO ASSESS A \$1,000.00 PENALTY PER TREE FOR VIOLATION OF THIS SECTION.

13. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved in advance and in writing by the ARC.



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14. Automobile Storage Areas. No automobile storage area shall be enclosed or converted to other use without the express written approval of the ARC.
15. Clothes Drying Area. No portion of any lot shall be used for a drying or hanging area for laundry of any kind. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Florida Statutes, § 163.04 (1989).
16. Landscaping. A comprehensive landscaping plan (the "Plan") for each home must be submitted to and approved by the ARC prior to the commencement of any construction, lot cleaning or landscaping. The Plan shall show the location of all trees and shrubs, the trunks of which exceed three inches in diameter at one foot above the natural grade of the land. The Plan shall be prepared by a landscape architect or qualified landscape designer.
17. Pets. In no event may any animal be kept on the property for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Upon receipt of written complaint from two or more owners, the Board of Directors may order that any animal creating a nuisance be removed from SANDPIPER COVE.
18. Boarding Up. There shall be no "boarding up" of houses while the homes are vacant for a long period of time. There shall be allowed storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.
19. Topography. There shall be no change in the topography of any lot, either for construction or landscaping, without prior written permission of the ARC.
20. Air Conditioning Units. No window or wall-mounted air conditioning units shall be permitted. No air conditioning units shall be placed on the front of any residence (or the side of a residence which faces the street), unless approved by the ARC. Air conditioning units may be placed at the side or back of a residence, provided they are at least eight feet from the closest property line. Each unit must be adequately and ornamentally screened if visible from the street.
21. Exterior Stairways. Exterior stairways shall be permitted if approved by the ARC.
22. Certain Vehicles. No unlicensed or non-operative motor vehicle may be parked on any lot at any time. No commercial vehicle, truck, bus or similar vehicle shall be parked on any lot except when rendering of a service or making a delivery, nor shall any motor vehicle be parked overnight on the road right-of-way.
23. Prohibition on Vacating Lots. The association and any lot owner and successor in interest to a lot owner or Association shall be prohibited from vacating any lots to become roads that would interfere with the private use and overall concept of the SANDPIPER COVE community as being established in accordance with the Declaration of Covenants and Restrictions.
24. Miscellaneous. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered



to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining lots or public areas.

25. Roofs. All roofs of principal structures shall be composed of tile, unless some other material is approved in advance by the ARC.

26. Block. There shall be no exposed block.

27. Garages. Each home will have a minimum two (2) car garage. No carports shall be built on any lots. Each garage shall be equipped with an automatic garage door opener. No fiberglass doors are permitted, and the garage doors should be painted the same color as the exterior color of the walled surfaces of the house.

28. Hurricane Shutters. Hurricane shutters may only be installed with prior written approval of the ARC as to type, composition and color. Further, all hurricane shutters shall conform to the Master Association declaration and rules. Hurricane shutters can only be erected on the exterior of the building after and during a hurricane warning has been issued by the National Weather Service, and must be taken down, removed and stored in the garage or the interior portion of the house within fifteen days of the weather-related event. Under no circumstances may hurricane shutters be erected and left up during hurricane season, or any other time of year, when there is no current hurricane warning issued. If this rule is violated, the ARC shall give five days written notice of the violation, which notice may be posted on the door of the residence. Thereafter, if the hurricane shutters are not removed, the ARC shall have the authority to come onto the premises, forceably remove the shutters, and place the shutters in storage. The cost to remove and store the shutters shall be colleted from the violating homeowner, as provided for in Article IX herein.

29. No Overhead Wires. All telephone, electric, and other utility lines and connections between the main utility lines and the residence located on each lot shall be concealed and located underground so as not to be visible. Electric service is to be provided by Florida Power & Light Company, through underground primary services lines running to transformers. Developer (Seller) shall have no responsibility or liability for the maintenance, operation, safety, repair or replacement of any electrical system serving any improvements on any lots.

30. Completion of Construction. Once construction of any building is begun, work shall be diligently contained until full completion. The main residence and all related structures shown on the plans and specifications approved by the ARC must be completed within twelve months after the start of construction, unless such completion is made impossible as a direct result of labor strikes, fires, national emergencies, or other calamities outside the control of the builder and/or owner. Prior to completion of construction, the owner and/or builder shall install, at his expense, a suitable concrete driveway from the paved portion of the street to his garage entrance. During construction



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on any lot, all delivery trucks and other vehicles involved in the construction (except those heavy enough to damage the driveway) shall enter the lot only at this location.

31. No Temporary Structures. No mobile homes, trailers, sheds, shacks, tents, or other structure of temporary nature (except adequate sanitary toilet facilities for workers during construction) shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence.

32. Aerials and Antenna. No radio or television aerial, antenna, satellite dish or any other exterior electronic equipment or devices of any kind shall be installed or maintained on any roof of a residence or on any part of the lot where it would be visible from the street, without the written permission from the ARC. A small TV dish under 36" in diameter not visible from the street is allowed.

33. Mail Boxes. No mail box or paper box or other receptacles of any kind used for the delivery of mail, newspapers, magazines, or similar material shall be erected on any lot unless the size, location and design type shall have been approved by the ARC.

34. Water Supply. The central water supply system established for the property shall be used as the sole source of water and for all water spigots and outlets within all buildings and improvements located on each lot. Each owner shall, at his expense, connect the water lines to the water distribution service provided to serve that owner's lot and shall pay water meter charges and service availability charges established or approved by the appropriate regulatory authority. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any lot.

35. Sewage Disposal. Each owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's lot and shall pay service availability charges to the public utility. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of such sewage collection and disposal service.

#### ARTICLE VII - 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 Bylaws 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 VIII - 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, 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 one or more of the lots in SANDPIPER COVE. 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 one or more of the lots in SANDPIPER COVE. 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 one or more of the lots in SANDPIPER COVE, 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 one lot in SANDPIPER COVE, 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 one lot or dwellings in SANDPIPER COVE, 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 one lot in SANDPIPER COVE, 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 SANDPIPER COVE. 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: P.O. Box 510247, Melbourne Beach, FL 32951.

6. Architectural Planning Criteria. The initial architectural planning criteria of the ARC is attached hereto and incorporated herein as Exhibit D.



## ARTICLE IX - GENERAL PROVISIONS

1. Covenant Running with the Land. All provisions of this Declaration, the Articles, Bylaws 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, Bylaws 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, Bylaws 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 Bylaws 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 Bylaws 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 Bylaws 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 Bylaws 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 Bylaws 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 saleability 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





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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.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

DEVELOPER:

CERTIFIED BUILDING CORP.

Virginia A. Cassetta  
Witness Signature  
Linna Cassetta  
Print Witness Name

By: Jeff Parker  
Jeff Parker, President  
Address: P.O. Box 510247  
Melbourne Beach, FL 32951

Julie L. Steffenie  
Witness Signature  
Julie L. Steffenie  
Print Witness Name

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 26<sup>th</sup> day of March 2003 by JEFF PARKER, as President of CERTIFIED BUILDING CORP., a Florida corporation, who is personally known to me and who did take an oath.

Linna Cassetta  
Notary Public/State of Florida



Virginia A. Cassetta  
MY COMMISSION # DD070360 EXPIRES  
November 6, 2005  
BONDED THROUGH TROY FAIR INSURANCE, INC.



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JOINDER

SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits hereto.

IN WITNESS WHEREOF, SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 26<sup>th</sup> day of March 2003.

WITNESSES:

SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC.

*Shirley Cassin*  
Witness Signature

By: *Jeff Parker*  
JEFF PARKER, President

*Julie L. Steffens*  
Witness Signature

Address: P.O. Box 510247  
Melbourne Beach, FL 32951

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 26<sup>th</sup> day of March 2003 by JEFF PARKER, as President of SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., a Florida corporation not for profit, who is personally known to me and who did take an oath.

*Virginia A. Cassetta*  
Notary Public/State of Florida



Virginia A. Cassetta  
MY COMMISSION # DD070360 EXPIRES  
November 4, 2005  
BONDED THRU TROY FARM INSURANCE, INC.

## EXHIBIT "A"



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## SANDPIPER COVE AT AQUARINA

BEING A PORTION OF STAGE 3, TRACT D AND STAGE 4, TRACT I OF AQUARINA P.U.D. STAGE 1, TRACTS C&D, STAGE 2, TRACTS B, D & H, STAGE 3, STAGE 4, TRACTS B, I & X, STAGE 5 AS RECORDED IN PLAT BOOK 41, PAGES 88 - 92 TOGETHER WITH ALL OF STAGE 4, TRACT II OF SANDPIPER AT AQUARINA, AQUARINA P.U.D. STAGE 4, TRACT II & TRACT A, PHASE 1 AS RECORDED IN PLAT BOOK 43, PAGES 76 - 77, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHEAST CORNER OF SAID STAGE 4, TRACT II OF SANDPIPER AT AQUARINA AND RUN ALONG A NON-RADIAL LINE S89°37'10"W 107.34 FEET; THENCE N02°37'23"W 114.13 FEET TO A POINT ON THE BOUNDARY LINE OF SAID STAGE 4, TRACT I; THENCE RUN ALONG SAID BOUNDARY LINE N17°19'45"W 83.26 FEET; THENCE N29°09'51"W 220.00 FEET; THENCE S83°50'22"W 270.00 FEET; THENCE S51°04'31"W 84.36 FEET; THENCE S29°07'40"W 415.04 FEET; THENCE DEPARTING THE BOUNDARY LINE OF SAID STAGE 4, TRACT I CONTINUE S29°07'40"W 46.15 FEET; THENCE S80°27'11"W 102.32 FEET; THENCE S87°16'38"W 72.54 FEET; THENCE N86°12'57"W 84.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AQUARINA BOULEVARD (A 29-FOOT WIDE PRIVATE RIGHT WAY) AS SHOWN ON THE PLAT OF AQUARINA BOULEVARD & SPANISH MOSS COURT AS RECORDED IN PLAT BOOK 48, PAGES 47 - 48 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES, N44°31'38"E 47.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1271.75 FEET AND A DELTA ANGLE OF 08°59'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 189.54 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 649.00 FEET AND A DELTA ANGLE OF 10°34'31"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 119.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 389.00 FEET AND A DELTA ANGLE OF 14°52'23"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 95.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 211.00 FEET AND A DELTA ANGLE OF 19°10'24"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 70.61 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 433.00 FEET AND A DELTA ANGLE OF 59°58'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 453.23 FEET TO THE POINT OF TANGENCY; THENCE N89°14'08"E 101.89 FEET TO THE INTERSECTION OF THE SOUTH AND WESTERLY RIGHT OF WAY LINES OF AQUARINA BOULEVARD (A 29-FOOT WIDE PRIVATE RIGHT WAY) AS SHOWN ON THE AFORESAID PLAT OF SANDPIPER AT AQUARINA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 260.50 FEET AND A DELTA ANGLE OF 62°15'08"; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 283.03 FEET TO THE POINT OF TANGENCY; THENCE S28°30'44"E 188.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 248.00 FEET AND FROM WHICH POINT A RADIAL LINE BEARS S61°32'17"W; THENCE RUN SOUTHERLY CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID AQUARINA BOULEVARD AND ALONG



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THE ARC OF SAID CURVE 266.73 FEET, THROUGH A DELTA ANGLE OF  $61^{\circ}37'28''$   
TO THE POINT OF BEGINNING.

CONTAINING 5.9857 ACRES, MORE OF LESS.

EXHIBIT "B"



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ARTICLES OF INCORPORATION

OF

SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, 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 SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC.

ARTICLE II - PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of SANDPIPER COVE, a platted subdivision, 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:

See Exhibit A to Articles Of Incorporation attached hereto and made a part hereof.

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 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 Bylaws 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. Maintaining, repairing, replacing, operating and managing the exterior walls, roofs, landscaping, and driveways of these homes, including the right to reconstruct improvements after casualty and to make further improvement of said property.
4. Enforcing the provisions of the Declaration of Restrictions and these Articles of Incorporation, the Bylaws 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.
5. 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.
6. 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.



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## 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 Bylaws.
- 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 eleven 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 31, 2010.



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### 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, FL 32951, 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. The number of members of succeeding boards of directors shall be three except as changed from time to time by the Bylaws of the corporation. The members of the Board of Directors shall be elected as provided by the Bylaws 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:

DAN WINKLER  
119 Signature Drive  
Melbourne Beach, FL 32951

JEFF PARKER  
211 Ash Avenue  
Melbourne Beach, FL 32951

JULIE STIFFLEMIRE  
3799 First Avenue  
Valkaria, FL 32950





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 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<br>211 Ash Avenue<br>Melbourne Beach, FL 32951      | President           |
| DAN WINKLER<br>119 Signature Drive<br>Melbourne Beach, FL 32951 | Vice-President      |
| JULIE STIFFLEMIRE<br>3799 First Avenue<br>Valkaria, FL 32959    | Secretary/Treasurer |

ARTICLE IX - SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three 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.



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## ARTICLE X - BYLAWS

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

## ARTICLE XII - AMENDMENTS

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 days not later than sixty 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 days nor more than thirty 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 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 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 17<sup>th</sup> day of March, 2003.

[Signature]  
JEFF PARKER

[Signature]  
DAN WINKLER

[Signature]  
JULIE STIFFLEMIRE

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of March 2003, by JEFF PARKER, DAN WINKLER and JULIE STIFFLEMIRE, who are personally known to me or who produced \_\_\_\_\_ as identification, and who did take an oath.

[Signature]  
Notary Public/State of Florida



Virginia A. Casetta  
MY COMMISSION # 00070560 EXPIRES  
November 4, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.



CFN:2003110738  
OR Book/Page: 4881 / 1989

CERTIFICATE OF REGISTERED AGENT

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

SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, 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 Indialantic, County of Brevard, State of Florida, has named JEFF PARKER, located at 211 Ash Avenue, Melbourne Beach, FL 32951, 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.

  
\_\_\_\_\_  
JEFF PARKER, Registered Agent



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SANDPIPER COVE AT AQUARINA

BEING A PORTION OF STAGE 3, TRACT D AND STAGE 4, TRACT I OF AQUARINA P.U.D. STAGE 1, TRACTS C&D, STAGE 2, TRACTS B, D & H, STAGE 3, STAGE 4, TRACTS B, I & X, STAGE 5 AS RECORDED IN PLAT BOOK 41, PAGES 88 - 92 TOGETHER WITH ALL OF STAGE 4, TRACT II OF SANDPIPER AT AQUARINA, AQUARINA P.U.D. STAGE 4, TRACT II & TRACT A, PHASE 1 AS RECORDED IN PLAT BOOK 43, PAGES 76 - 77, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHEAST CORNER OF SAID STAGE 4, TRACT II OF SANDPIPER AT AQUARINA AND RUN ALONG A NON-RADIAL LINE S89°37'10"W 107.34 FEET; THENCE N02°37'23"W 114.13 FEET TO A POINT ON THE BOUNDARY LINE OF SAID STAGE 4, TRACT I; THENCE RUN ALONG SAID BOUNDARY LINE N17°19'45"W 83.26 FEET; THENCE N29°09'51"W 220.00 FEET; THENCE S83°50'22"W 270.00 FEET; THENCE S51°04'31"W 84.36 FEET; THENCE S29°07'40"W 415.04 FEET; THENCE DEPARTING THE BOUNDARY LINE OF SAID STAGE 4, TRACT I CONTINUE S29°07'40"W 45.15 FEET; THENCE S80°27'11"W 102.32 FEET; THENCE S87°16'38"W 72.54 FEET; THENCE N86°12'57"W 84.46 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AQUARINA BOULEVARD (A 29-FOOT WIDE PRIVATE RIGHT WAY) AS SHOWN ON THE PLAT OF AQUARINA BOULEVARD & SPANISH MOSS COURT AS RECORDED IN PLAT BOOK 48, PAGES 47 - 48 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES, N44°31'38"E 47.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1271.75 FEET AND A DELTA ANGLE OF 08°59'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 199.54 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 649.00 FEET AND A DELTA ANGLE OF 10°34'31"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 119.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 369.00 FEET AND A DELTA ANGLE OF 14°52'23"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 95.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 211.00 FEET AND A DELTA ANGLE OF 19°10'24"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 70.61 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 433.00 FEET AND A DELTA ANGLE OF 59°58'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 453.23 FEET TO THE POINT OF TANGENCY; THENCE N89°14'08"E 101.69 FEET TO THE INTERSECTION OF THE SOUTH AND WESTERLY RIGHT OF WAY LINES OF AQUARINA BOULEVARD (A 29-FOOT WIDE PRIVATE RIGHT WAY) AS SHOWN ON THE AFORESAID PLAT OF SANDPIPER AT AQUARINA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 260.50 FEET AND A DELTA ANGLE OF 62°15'08"; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 283.03 FEET TO THE POINT OF TANGENCY; THENCE S28°30'44"E 188.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 248.00 FEET AND FROM WHICH POINT A RADIAL LINE BEARS S61°32'17"W; THENCE RUN SOUTHERLY CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID AQUARINA BOULEVARD AND ALONG

THE ARC OF SAID CURVE 266.73 FEET, THROUGH A DELTA ANGLE OF 61°37'28"  
TO THE POINT OF BEGINNING.

CONTAINING 5.9857 ACRES, MORE OF LESS.



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EXHIBIT "C"



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BYLAWS OF  
SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 211 Ash Avenue, Melbourne Beach, FL 32951, but the meeting of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to SANDPIPER COVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as recorded in the Public Records of Brevard County, Florida.

SECTION 1. "Association" shall mean and refer to SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any dwelling, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If Owner is a corporation or trust, the president or trustee shall be conclusively deemed Owner unless such officer or trustee designates another person in its immediate family.

SECTION 3. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Dwelling" shall mean and refer to any improvements for which a certificate of occupancy has been issued by Brevard County in the overall SANDPIPER COVE Property on file with Brevard County. Each dwelling or lot is subject to assessment and entitles each owner to voting rights as hereinafter defined.

SECTION 5. "Declarant" shall mean and refer to CERTIFIED BUILDING CORP., Florida corporation, its predecessors in title, successors and assigns if such successors or assigns should acquire more than one dwelling from the Declarant for the purpose of development.

SECTION 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

SECTION 7. "Declaration" shall mean and refer to that set of Declaration of Restrictions as applicable to SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC.

SECTION 8. "SANDPIPER COVE" shall mean the property identified in Section 3. above.



ARTICLE III - MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date turnover is completed to the Association, as provided for in the Articles of Incorporation, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 1:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth of all of the vote.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting; the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his dwelling.

ARTICLE IV - BOARD OF DIRECTORS - SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of three directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, and at each annual meeting thereafter the members shall elect three directors for a term of one year.

SECTION 3. Removal. Subsequent to the Developer's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the members of the



Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**SECTION 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**SECTION 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### **ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1. Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**SECTION 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **ARTICLE VI - MEETING OF DIRECTORS**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**SECTION 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.



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**SECTION 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.** The Board of Directors shall have power to:

- A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- B. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- C. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;
- D. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- E. mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to owners;
- F. to contract for the management of the Association and common areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;
- G. to employ personnel to perform the services required for proper administration of the Association; and
- H. the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

**SECTION 2. Duties.** It shall be the duty of the Board of Directors to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any



special meeting when such statement is requested in writing by one-fourth of all the members who are entitled to vote;

- B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. as more fully provided in the Declaration to:
  - (1) fix the amount of the annual assessment against each unit or projected unit at least fifteen days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every owner subject thereto at least fifteen days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.
- D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- G. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and
- H. mortgage or encumber common areas as set forth in the Declaration, and assign such assessments or portions thereof to owners.

#### ARTICLE VIII - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.



**SECTION 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**SECTION 3. Term.** The officers of this Association shall be elected annually by the board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**SECTION 4. Special Appointments.** The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the board may, from time to time, determine.

**SECTION 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of 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. Vacancies.** A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. After the sale of all dwellings, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

**SECTION 8. Duties.** The duties of the officers are as follows:

- A. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- B. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.
- C. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.



- D. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX - COMMITTEES

The Association shall appoint an Architectural Review Committee as provided in the Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added. The assessment shall be used for the maintenance and repair of the surface water or storm water management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

#### ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC., a corporation not for profit.

#### ARTICLE XIII- AMENDMENTS

**SECTION 1.** These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.



**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV - MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XV - FISCAL MANAGEMENT**

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

- A. The Association shall maintain accounting records for each property it maintains in the county where the property is located, according to good accounting practices. The records shall be open for inspection by owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:
  - (1) A record of all receipts and expenditures.
  - (2) An account for each dwelling and unit designating the name and current address of the dwelling and unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.
  
- B. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expense, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each member as more fully provided in the Declaration. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.
  
- C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall




be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the directors.

- D. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.


**ARTICLE XVI - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

IN WITNESS WHEREOF, we, being all of the directors of SANDPIPER COVE HOMEOWNERS ASSOCIATION AT AQUARINA, INC. have hereunto set our hands this 26 day of March, 2003.

  
JEFF PARKER

  
DAN WINKLER

  
JULIE STIFFLEMIRE

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this    day of Marc h2003 by JEFF PARKER, DAN WINKLER and JULIE STIFFLEMIRE, who are personally known to me and who did take an oath.

  
Notary Public/State of Florida



Virginia A. Cossetta  
MY COMMISSION # 00070360 EXPIRES  
November 6, 2005  
BONDED THROUGH TROY FARM INSURANCE INC.





**EXHIBIT D**

**ARCHITECTURAL PLANNING CRITERIA**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for SANDPIPER COVE provides that a committee known as the Architectural Review Committee (the "ARC") be initially established and administered by the Developer; and

WHEREAS, the above-referenced Declaration for SANDPIPER COVE provides that upon the Developer transferring the lot or dwelling which would cause the Developer to own less than one of the total number of lots or dwellings in SANDPIPER COVE, that the Board of Directors of the SANDPIPER COVE AT AQUARINA HOMEOWNERS ASSOCIATION, INC. (the "Association") shall appoint, oversee and/or administer the ARC, and further that the Association, on recommendation of said Committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for SANDPIPER COVE.

NOW, THEREFORE, the Developer has appointed a committee to be known as the Architectural Review Committee ("ARC") in accordance with the duties and obligations imposed upon said Committee by the Declaration of Covenants, Conditions and Restrictions for SANDPIPER COVE. The ARC does hereby adopt the following Architectural Planning Criteria, putting all on notice of the same:

- a. It is the plan of the Developer to develop SANDPIPER COVE into a highly restricted community of quality homes of similar quality and design. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the oceanfront environment and the community as a whole and with specific emphasis on external design, location of the imposition in relation to the surrounding structures and/or improvements, and conformity to the restrictive covenants imposed hereunder.
- b. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot in SANDPIPER COVE other than a residence.
- c. Required Plan. One set of plans for the following lot improvements, both of which will be the property of the ARC, must be submitted to and will require review and approval by the ARC before any implementation can begin:
  - i. Clearing, Grading, Excavating, Trenching or Other Extensive Interference with the Natural Terrain and Landscape. A plan for listed improvements will consist of a lot plan at a scale not less than 1 to 100. All changes to be made to the lot, must be included on said plan. Cuts in the natural grade of the lot of more than one (1) foot



variation from the original grade, or which will result in a final grade variation of over one (1) foot from the original grade will not be allowed. Interference with dune vegetation other than sea grape and saw palmetto pruning in accordance with Department of Environmental Protection Guidelines will not be permitted.

- ii. Construction Plans. All plans for construction should be submitted at a scale not less than 1 to 20, should show all setbacks, location of pad with outer wall dimensions including position of garage, location of driveways and walkways, and any other proposed lot improvements.

In addition, the plans should show elevations to scale, of all sides of contemplated structures, the floor plan and a summary specifications list of proposed materials, which cannot be adequately described, should be included.

- iii. Landscaping. All plans submitted should be at a scale not less than 1 to 20 and should show and locate all landscape improvements contemplated, including but not limited to such items as plant types and sizes, sprinkler systems, and driveway(s), walkway(s), path(s), wall(s), and fence(s), and types of materials to be used. A comprehensive landscaping plan prepared by a landscape architect or other qualified landscape engineer shall be submitted to the ARC prior to the commencement of any clearing, landscaping or construction.

- d. s. All roofs of principal structures shall be composed of tile.

- e. Block. There shall be no exposed block. Stucco is to be of a smooth finish.

- f. Signs. No sign of any kind other than the name and address of the owner shall be displayed to the public view on any lot or improvements except for the following:

- i. Homeowners may display one (1) for sale sign per lot not exceeding one (1) square foot, provided said sign is approved in advance and in writing by the ARC. The sign must be located within ten (10) linear feet of the front of the house.

- ii. The size, design, and color(s) of all signs shall be subject to approval by the ARC.

- g. Garages. Each home will have a minimum two (2) car garage.
- h. Size. Dwellings will be no less than two (2) stories in height, with a minimum of 2,200 square feet of air conditioned living space.
- i. Height. Dwellings will not exceed thirty-five (35) feet in height, measuring from the lowest level of finished living space to the bottom of the roof trusses.
10. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval by the ARC. No boundary wall or fence shall be constructed greater than six feet high.
11. Swimming Pools. Any swimming pool to be constructed on any lot shall be subject to the approval of the ARC.
12. Garage and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of view from the road.
13. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on a lot at any time as a residence, either temporarily or permanently.
14. Utility Connections. Building connections for all utilities, including but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the ARC.
15. Exposed Metal. Anodized or painted finishes are required on all metal finishes, including but not limited to windows, window screens, roof flashings, garage doors, and screened pool enclosures.
16. Architectural style, exterior colors and finishes and building materials require approval in advance by the ARC.



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