CFN 2026072362, OR BK 10595 Page 1462, Recorded 04/10/2026 at 10:55 AM Rachel M. Sadoff, Clerk of Courts, Brevard County

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASAMAR AZUL

This **Declaration of Covenants, Conditions and Restrictions for CasaMar Azul Owners Association, Inc. ("Declaration")** is made this 1st day of April, 2026, by WW Brevard, LLC, a Florida limited liability company, whose mailing address is 203 East New Haven Avenue, Melbourne, Florida 32901, hereinafter referred to as "Declarant." For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community is created by this Declaration of Covenants, Conditions and Restrictions.

RECITALS:

A. Declarant is the owner of certain real property located in Brevard County, Florida and more particularly described on Exhibit "A" attached hereto and hereby incorporated herein ("Property").

B. Declarant intends that the Property be developed as a single-family residential town home "Community" known as CasaMar Azul.

C. Declarant is the developer of the Community pursuant to Chapter 720, Florida Statute Chapter (2025).

D. Declarant desires to ensure that the Property is developed, improved, occupied, used and enjoyed pursuant to a uniform plan of development, and in this regard, Declarant desires to impose this Declaration upon the Property and possibly upon certain other properties, as more particularly described in this Declaration, that are now or hereafter owned by Declarant, at such time and pursuant to such processes as are more particularly described in this Declaration, to the effect that such other properties shall be subject to the covenants, conditions, easements and restrictions more particularly set forth herein.

E. Declarant intends that this Declaration shall be applicable to only lands that are developed as single-family residential town homes, and related common properties, and that such lands shall be subjected to this Declaration only upon the events, and at such time, and in such manner, as more particularly set forth in this Declaration.

F. Declarant further intends that the properties subjected to this Declaration will be developed with common properties and facilities benefiting all owners of such property, as more particularly described in this Declaration.

G. All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

NOW, THEREFORE, Declarant, as the owner of fee simple title to the Property, hereby declares that all of the Property is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, reservations, liens and charges contained within this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and shall run with title to the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property, or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said Property.

Article 1. DEFINITIONS

1.1 **"Act"**, or **"Homeowners' Association Act"**, or **"HOA Act"** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as existed when the Community was created, so as to avoid impairment contract rights or vested rights.

1.2 **"Articles"** means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

1.3 **"Architectural Review Committee"** or **"ARC"** means and refers to the Board of Directors of the Association, or a Committee appointed by the Board of Directors of the Association, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.4 **"Assessment"** means the assessments levied by the Association against the Townhome Units and shall be deemed to include both Regular Assessments and Special Assessments.

1.5 **"Association"** shall mean and refer to CasaMar Azul Owners Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.6 **"Board"** means the Board of Directors of the Association.

1.7 **"Bylaws"** means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof.

1.8 **"Charge"** means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.9 **"Common Area"** or **"Common Properties"** or **"Common Property"** means real property owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Owners for common use or enjoyment.

1.10 **"Common Expenses"** means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.

1.11 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for CasaMar Azul, and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.12 **"Guest"** means a person who enters the Townhome Building, a Townhome Unit or Property at the invitation of an Owner, Resident or Occupant, for the purpose of visiting.

1.13 **"Improvement"** means any structural component built or constructed on a Parcel or added to a Townhome Unit, or placed on a Parcel, including but not limited to garages, spas, fences, and recreational equipment which is affixed to the Townhome Unit.

1.14 **"Invitee"** means a person or persons that enter the Community for purposes of personal business with the Owner, Resident or Occupant.

1.15 **"Maintenance"** means the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

1.16 **"Member"** means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.17 **"Occupant"** means the person(s) occupying a Townhome Unit as a Resident or Guest.

1.18 **"Owner"** means the record Owner of fee simple title to any Townhome Unit, whether one or more persons or entities.

1.19 **"Parcel"** means a plot of land located within the Community and shown upon the survey annexed hereto and made a part hereof as Exhibit "A" and intended for construction of one Townhome Unit, but shall not include the Common Areas as hereinafter defined.

1.20 **"Rules and Regulations"** means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution.

1.21 **"Resident"** means the person or persons occupying a Townhome Unit and may be an Owner, Guest or Tenant.

1.22 **"Tenant"** means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

1.23 **"Townhome Building"** shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a Parcel or Parcels and all the structural components thereof that are to be maintained by the Association pursuant to Article 6. The Townhome Building is partitioned, by means of Party Walls, so that an individual dwelling unit within the Townhome Building (each, a "Townhome Unit" or "Unit") is located on a single Parcel.

Article 2. MEMBERSHIP AND VOTING RIGHTS

2.1 **Member.** Every Owner of a Townhome Unit subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Townhome Unit that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

2.2 **Transfer.** Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

2.3 **Multiple Owners.** When more than one person or entity shall at any time be the Owner of a Townhome Unit subject to a membership interest, the vote attributed to such Townhome Unit shall be exercised as provided in the Bylaws.

Article 3. ASSESSMENTS

3.1 **Common Expense.** The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 **Allocation of Assessments**. Except for any maintenance surcharge which may be imposed on any Townhome Unit pursuant to this Declaration of Covenants, assessments of the Association shall be apportioned on an equal basis.

3.3 **Purpose of Assessment.** There is hereby imposed upon each Townhome Unit and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Townhome Unit to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

3.3.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas. Bulk cable television may be provided by the Association, as a Common Expense, if approved by a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present.

3.3.2 The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

3.3.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

3.3.4 Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments.

3.8 Lien. Assessments for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Townhome Unit against which such Assessments or Charges are made. Each Assessment or Charge against a Townhome Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Townhome Unit assessed or charged and shall be the joint and several liability of all Owners of the Townhome Unit. Except as provided below, any person or entity which acquires title to a Townhome Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Brevard County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Townhome Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee obtains title to a Townhome Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Townhome Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act.

3.9 Remedies for Delinquency. In the event any Owner fails to pay assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or twenty-five dollars and no/100 ($25.00) or five percent (5%) of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.9.1 To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.9.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 The Association may elect to terminate any existing leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

3.9.7 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.9.8 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

Article 4. EASEMENTS, PROPERTY RIGHTS

4.1 Access and Use Easements. Declarant grants to all Owners (and their guests, tenants, lessees, and invitees) as an appurtenance to the ownership of a Townhome Unit held by such Owner, but subject to this Declaration, the Articles of Incorporation and Bylaws and the Rules and Regulations promulgated by the Association pursuant to this Declaration, a perpetual non-exclusive easement for ingress and egress over, across and through, and for use and enjoyment of, all Common Property; such use and enjoyment to be shared in common with the other Owners, their guests, invitees as well as the guests, tenants, lessees and invitees of the Declarant. With respect to all Common Property, the Declarant reserves the right, but not the obligation, to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon.

4.2 Private Utility Infrastructure and other Common Property Improvements: Maintenance.

4.2.1 Each Owner and Member acknowledges, agrees, and understands that: (i) the Community contains and shall contain certain private utility infrastructure improvements and systems, including, but not necessarily limited to, potable water, reclaimed water, sanitary sewer, lift stations, drainage facilities, pipes, facilities and appurtenances, on Common Property or otherwise (collectively, "Private Utility Infrastructure"); and (ii) the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and/or protection of such Private Utility Infrastructure or any part thereof, regardless of whether or not the same is located on Common Property, is the perpetual responsibility of the Association, all at Common Expense. Rules and Regulations may be promulgated from time to time regarding the use of the Private Utility Infrastructure.

4.2.2 The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and for the Association thereafter, the right to grant easements to any private company, public or private utility, or governmental authority providing utility and other services within the Property and the Common Property (collectively, "Utility Providers") certain easements upon, over, under and across the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering and operating any Private Utility Infrastructure and the "Utility Lines and Systems" (as that term is defined below), as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Common Property, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities (collectively, "Utility Easements"). For purposes of this Declaration, the term "Utility Lines and Systems" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, Internet service, alarm systems and all machinery and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Notwithstanding anything to the contrary set forth herein, nothing in this Declaration shall be construed as creating an obligation upon any Utility Provider to perform any act of construction or maintenance concerning the Private Utility Infrastructure or the Utility Lines and Systems except when a Utility Easement concerning the subject Private Utility Infrastructure or the subject Utility Lines and Systems has been granted to, and accepted by, a Utility Provider, in accordance with the terms hereof. Any Utility Easement granted to any Utility Provider concerning any Private Utility Infrastructure or Utility Lines and Systems, which Utility Easement runs through, across, or under the Townhome Building, shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome Unit.

4.2.3 As they relate to servicing each Townhome Unit within the Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the Private Utility Infrastructure and Utility Lines and Systems, including all meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome Unit, and serving one or more Townhome Unit within the Townhome Building; (ii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhome Units within the Townhome Building; and/or (iii) within the concrete slab foundation of the Townhome Building and serving one or more Townhome Units within the Townhome Building and "daylighting" into each Townhome Unit under such Townhome Unit. Further, said Utility Easement granted pursuant to this subsection 4.2.3 shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in the Townhome Building or Townhome Unit.

4.2.4 No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

4.2.5 Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, without the joinder and consent of the Owners.

4.2.6 There is further hereby created, declared, granted and reserved for the benefit of each Owner, as an appurtenance to the ownership of a Townhome Unit held by such Owner, but subject to this Declaration, the Articles of Incorporation and Bylaws and the Rules and Regulations, and further benefiting all private entities and public agencies providing pick-up and delivery, utility, fire protection, law enforcement and other governmental or quasi-governmental services, including, but not limited to, the United States Postal Service, a non-exclusive easement for pedestrian and vehicular ingress, egress and passage over and upon the common streets and roads, if any. Such easement for ingress, egress and passage shall be subject to and limited by such reasonable regulations and security controls, as may from time to time be established and promulgated by the Association.

4.2.7 Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees. Declarant reserves the right to impose further restrictions and to grant or delegate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television/Internet cables and wire within the rights-of-way, Common Property, and easement areas referred to hereinabove.

4.2.8 Service Easements. Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carrier, representatives of electrical, telephone, cable television/Internet and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, nonexclusive, perpetual easement rights over and across the Common Property for the purpose of performing their authorized services and investigations.

4.2.9 Emergency, Security and Safety. The Association shall have the right, but not the obligation, to enter onto any Residential Property for emergency, security, and safety, which right may be exercised by the Board, Officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel.

4.2.10 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, as between all Residential Property and such portion or portions of the Common Property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner or the Association. In addition to the foregoing, there shall be an permitted easement of encroachment benefitting each Townhome Unit and encumbering only such portion of the Common Property adjacent thereto as is reasonably necessary for: (i) the placement of an air conditioning unit solely to serve said Parcel and/or Townhome Unit and any improvements thereon ("Air Conditioning Unit"); and (ii) to permit the placement of a wall or other screening around said Air Conditioning Unit as required hereunder or as required from time to time by the ARC ("Air Conditioning Screening"). Notwithstanding the foregoing, no encroachment onto any adjacent Common Property by any such Air Conditioning Unit or Air Conditioning Screening shall be allowed or permitted unless: (a) said Air Conditioning Unit or Air Conditioning Screening is installed or constructed by or on behalf of Declarant; (b) the encroachment of said Air Conditioning Unit or Air Conditioning Screening has been approved in advance by Declarant; or

(c) the encroachment of said Air Conditioning Unit or Air Conditioning Screening has been approved in advance by the ARC.

4.2.11 Construction and Marketing Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant together with the right to grant, assign and transfer the same to Declarant's sales agents and sales representatives as well as to Builders or building contractors approved by Declarant for the construction of residences within the Property, an easement for construction activities upon the Parcels and an easement for marketing activities and signs on Parcels and for the maintenance on Parcels from time to time of model centers in which and from which Declarant and its authorized sales agents and sales representatives and approved Builders and building contractors may engage in marketing and information activities on a temporary basis during the period of the development of and construction within the Property ("Construction and Marketing Easements"); provided, however, that such marketing activity shall be conducted from and within buildings constructed as single family residential town home dwellings which are temporarily used for such activities and which are thereafter to be sold, used and occupied as single family residential town home dwellings. The location of such model centers may be changed from time to time at the Declarant's sole discretion.

4.2.12 Association Easements. There is hereby created, declared and granted to the Association, such perpetual, non-exclusive easements over and upon all or any portion of the Property, as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, including, but not limited to, for purposes of performing its maintenance responsibilities as provided in this Declaration ("Association Easements"). To the extent reasonably necessary, the Association Easements are deemed to include a perpetual and irrevocable easement over, under and across and within the Townhome Building, and each Parcel and Townhome Unit for maintenance in accordance with Article 6 of this Declaration. Such rights include a perpetual and irrevocable right of entry in favor of the Association permitting access to the interior of Townhome Unit as reasonably necessary for the Association's performance of its duties, at reasonable times and with reasonable notice, except in an emergency when the Association may take whatever actions are reasonably necessary to prevent further damage to the Property.

4.2.13 Future Easements. There is hereby reserved to Declarant and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the municipality in which the Community is located, or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Declarant, subject to the reasonable approval of the municipality in which the Community is located, if required, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration. Any such easement(s) shall be recorded in the Public Records of Brevard County. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Property if any such easement shall unreasonably interfere with an Owner's plans to use or develop its Townhome Unit as a single family residential town home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, roads, sidewalks or other purposes reasonably related to the orderly development and marketing of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of any other persons including, but not necessarily limited to, the Owner of, or the person holding the Mortgage on, the particular portion of the Property over which any such further or additional easement is granted or required.

Article 5. USE RESTRICTIONS

All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

5.1 Garages. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles, nor shall personal items be kept in a garage which would interfere with the ability to park two vehicles therein. Garage doors shall be kept closed except to permit ingress and egress of vehicles.

5.2 Animals. No livestock or poultry shall be raised, bred, or kept on any Parcel in any Townhome Unit or on the Common Area. Each Townhome Unit may have a maximum of two (2) pets. A "pet" is defined as a domesticated cat or dog weighing less than fifty (50) pounds. No other animals or pets are allowed in the Townhome Units. Potentially dangerous animals such as, but not limited to, dog breeds of Doberman, Staffordshire Terrier, Chow, Presa Canarios, Akita, Wolf Hybrid, Huskie, Rottweiler, and Pit Bull are prohibited. In the sole opinion of the Board should any pet become a nuisance or source of annoyance to any other Owners or Residents such animals shall be permanently removed from the Parcel and Community upon three-day written notice. Pet owners shall not allow any pet to use the Common Areas except when on a hand-held leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas.

Pet owners shall not allow any pet to leave any droppings or otherwise disturb the Common Areas or Parcels. Pet owners must have with them when they are walking their pet when not on their own Parcel, a means to remove droppings and dispose of them in a sanitary manner, and must do so.

5.3 Vehicles. No trucks (except pick up trucks of ¾ ton or less weight rated capacity which are not used for commercial purposes), commercial vehicles, boats, boat trailers, recreation vehicles, motor homes, motorcycles, or any other transportable personal property except passenger automobiles, shall be permitted in the driveways, and must be kept in garages at all times, except when entering or leaving the Community. Automobiles and any other vehicles must be operational. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. Travel trailers, motor homes, and other recreational vehicles may be placed upon a Parcel for loading or unloading but shall not remain on said Parcel longer than 24 hours during any one month period, except if kept in the garage. Commercial vehicles mean vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment or otherwise indicates a commercial use. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

5.4 Signs. "For sale" signs, "for rent" signs or other window displays, signs, or advertising are not permitted on any part of the Common Areas or in any Townhome Unit or the Townhome Building such that they are visible from the Common Areas, including signs in or on vehicles parked on a Parcel. Security signs are permissible, as provided in the Act.

5.5 Television and Other Outdoor Antennae. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor in any of the Common Areas except with the prior written consent of the Board, and except as follows: No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Satellite dishes less than eighteen inches (18") in diameter shall be permitted within a Townhome Unit or on a balcony appurtenant to such unit as long as it is in a conforming location as determined from time to time by the Board, which may require appropriate screening and require installation in the least obtrusive location where the signal may be received.

5.6 Personal Property. No barbecue grills or other outdoor cooking equipment, patio or other furniture, bicycles, toys or other personal property may be kept or stored outside of Townhome Unit unless approved by the ARC.

5.7 Wells. No individual water well, water supply system or sewer system shall be permitted on any Parcel unless approved by the ARC.

5.8 Dangerous Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

5.9 Window Treatments. No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the Board for energy conservation purposes.

5.10 Single Family Use. Each Parcel may be used for single-family residential purposes only. Single family shall mean one person, or not more than four persons who regularly and customarily reside together as a single housekeeping unit. Under no circumstances may more than one single family reside in a Townhome Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

5.11 Commercial Activity. No business or commercial activity of any kind shall be conducted in any Townhome Unit nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his residence, or from handling personal, business or professional communication and written correspondence in and from his residence. Parcels may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license. Occupants may use Townhome Units for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

5.12 Structural Changes. No structural additions or alterations may be made to any improvements on the Parcel without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Townhome Unit, which is not visible from the exterior.

5.13 Nuisance. Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Townhome Unit or Townhome Building or Parcel or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Parcels, Occupants or Owners or interferes with the peaceful possession and proper use of the Community by its Residents.

5.14 Subdivision. Combining of adjoining Townhome Units is not permissible.

5.15 Sheds. No outbuilding, tent, shack, garage, mobile home, trailer, shed, RV or temporary building of any kind may be used as a residence.

5.16 Fences. No fences are permitted.

5.17 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC or Board.

5.18 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

5.19 No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

5.20 No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans). The exterior of the Townhome Unit, Parcel and the Common Areas shall be kept in a clean and sanitary condition.

5.21 Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

5.22 Owners, their family, invitees, guests and tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.23 No Owner shall install nor allow to be installed any window mounted or through the wall mounted air conditioning unit.

5.24 Garbage or trash containers must be kept in the garage, except that they may be placed out for collection no more than twelve (12) hours before pickup and must be retrieved and put inside the garage within twelve (12) hours of pickup.

5.25 In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, guests, invitees or lessees) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorney's fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

Article 6. MAINTENANCE, REPAIR AND REPLACEMENT

6.1 Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, irrigation systems, irrigation pumps, whether or not same are located on the Common Area or Parcels. Except as provided in Section 6.7 the Association shall also be responsible for mowing the lawns and for maintenance of landscaping on Parcels, however, that the Association shall not be responsible for the maintenance of any interior portion, including landscaping, of any screened patio or porch, or any fenced or walled in area appurtenant to any home. Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of such maintenance responsibilities.

6.2 Maintenance of Townhome Building by the Association. The Association shall be responsible for the general maintenance, pressure cleaning and painting of all exterior portions of the Townhome Building constructed on the Parcels, including any carport, garage, garage door, exterior doors, shutters (excluding storm/hurricane shutters), facia on the Townhome Building and any wall erected along the Property boundaries by Declarant or any Builder ("Boundary Fence(s)") and further including caulking around windows prior to painting, as necessary due to the ordinary wear and tear and customary usage of the dwellings located within the Townhome Building. The maintenance by the Association shall not extend to or include the glass in windows, and shall not include any screen enclosures, fences, patios, storm/hurricane shutters, or other improvements constructed by or at the direction of an individual Owner; such improvements shall be insured, maintained, repaired and replaced by the Owner of such improvements, at their sole expense. The

Association shall have sole responsibility for the maintenance, repair and/or replacement as necessary of the roof of the Townhome Building constructed on the Parcels, including any exterior porch or garage roof originally constructed with the Townhome Building, as necessary due to the ordinary wear and tear and customary usage of such roofs, including roof deck, surface, flashings and gutters, if any. Maintenance by the Association shall not include the roofs of any patios, screen enclosures or other improvements constructed by or at the direction of an individual Owner, such improvements shall be insured, maintained, repaired and replaced by the Owner of such improvements, at its sole expense. The Association shall be responsible for the general maintenance, repair and/or replacement as necessary of structural components of Party Walls, maintenance, repair and pressure cleaning of all sidewalks on any such Parcel designed to serve more than one Unit, and the maintenance, repair and pressure cleaning of all driveways as necessary due to ordinary wear and tear and customary usage of such driveways. The Association may provide pest control and include same as a common expense.

6.3 Permits, Licenses and Easements. Subject to the provisions of Section 4.2.12 and 4.2.13, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

6.4 Maintenance of Townhome Unit by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Townhome Unit, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Townhome Unit. Each Owner shall care for and maintain at the Owner's expense the interior of the improvements on its Parcel, doors, garage doors and windows, plumbing, fire sprinkler system, individual mailbox, electrical, heat and air-conditioning systems serving the Unit; interior finish work such as sheetrock and drywall; routine maintenance of non-structural components of Party Wall, interior painting of Party Wall; and all other portions and components of the Unit and improvements thereon, except those expressly required to be maintained by the Association pursuant to the terms hereof. In this regard, each Owner shall be responsible for the aforementioned maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services.

6.5 Prohibition. Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

6.6 Owner Liability. Should any Owner do any of the following:

6.5.1 Fail to perform the responsibilities as set forth in this Article; or

6.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

6.5.3 Undertake unauthorized improvements or modifications to his Parcel, Townhome Unit or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel or Townhome Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel or Townhome Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

6.7 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Townhome Unit and on the portion of the Parcel upon which their Townhome Unit lies, that is not to be maintained by the Association.

6.8 In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Parcel is subject.

Article 7. ADDITIONS AND ALTERATIONS.

There shall be no material alterations or substantial additions to the Common Areas or association real property by the Association, except as authorized by the Board. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of voting interests present (in person or by proxy) and voting at an Association meeting, once a quorum is established, or by written agreement of a majority of the entire voting interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

Article 8. ASSOCIATION INSURANCE.

The insurance, which shall be carried on the property of the Owners and the property of the Association, shall be governed by the provisions contained in this Article.

8.1 Authority to Purchase. The Association shall obtain, and continuously maintain, property insurance policy, providing primary coverage for building improvements constituting the Common Areas, including, but not limited to, the Party Wall, non-party exterior walls, interior partitions, unfinished wall board and the roof system of each Townhome Unit, as provided for below, in an amount equal to the full replacement cost thereof, subject to such exclusions, limits, deductibles and other terms and conditions as the Board determines. The premium for such policy shall be included in the Assessments. The Association's property insurance policy shall provide primary coverage for each Townhome Unit's Party Wall, non-party exterior walls, interior partitions, unfinished wall board and roof system as original installed or replacement of like kind and quality, in accordance with the applicable Townhome Unit's originally construction plans and specifications; but shall exclude all personal property within the Townhome Unit, all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Townhome Unit and which serve only the Townhome Unit. Each of the foregoing excluded items is the responsibility of the Owner, and the Owner shall be responsible for obtaining and maintaining insurance thereon as provided herein. To the extent of any deductible for such property insurance and insured damages in excess of coverage under the Association's property insurance policy, the Association shall bear same, and all such expenses shall be a Common Expense included in Assessments, except that (i) the Owner of a Townhome Unit is responsible for the costs and repair or replacement of any portion of the Common Areas not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence, or failure to comply with the terms of this Declaration or the rules of the Association, by such Owner, the members of such Owner's family, tenants, guests or invitees, without compromise of the subrogation rights of the insurer; and (ii) the Association is not obligated to pay for the reconstruction or repair of a covered casualty to any Townhome Unit as a Common Expense if the related damages were known or should have been known to the Owner of such Townhome Unit and were not reported to the Association until after the Association's insurance claim for such casualty was settled, resolved with finality or denied. The Association shall establish and maintain a reserve fund for any deductible required by the Association's property insurance policy as determined by the Board, including but not limited to any hurricane or catastrophic deductible; provided, however, that in the event such reserve is not adequate to fully cover any applicable deductible associated with a property loss covered by the Association's property insurance policy, the Board is empowered to levy a special assessment on each Owner as provided in Section 9.4 hereinbelow. The Board for the Association shall have the exclusive right to negotiate and settle all property insurance claims associated with those parts of the Townhome Unit covered by the Association's property insurance policy whether made against the Association's property insurance policy or an Owner's property insurance policy. The Association's property insurance policy shall contain waivers of subrogation and waivers of any defense based on coinsurance or of pro rata reduction of liability or of invalidity arising from any acts of the insured, if the same are available without any increase in the premium for the insurance coverage. A copy of the Association's property insurance policy and of all renewals of such insurance, together with proof of payment of premiums, shall be made available to any Owner upon request.

8.2 Casualty. The Association shall obtain an all-risk blanket Casualty policy providing property insurance, including without limitation, hurricane, fire, flood, and extended coverage, for all structures, dwellings, improvements, residences and/or buildings on all Common Areas, Association Property, and Units within the Community, for the full replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by associations in the locality, and foundation and excavation costs, in its discretion. Notwithstanding the foregoing, such coverage shall exclude all of the following within the Units: personal property; floor, wall and ceiling coverings, including texture and paint; fixtures, appliances, water heaters, water filters, built-in cabinets and countertops; window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; improvements to the interior of the structures on the Unit and any exterior improvements made by an Owner or occupant of the Unit; or replacements of any of the foregoing which are located within the Units and serve only such Units. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests.

8.3 Public Liability. The Association shall obtain and maintain public liability insurance covering all of the Common Areas and Association property and insuring the Association and the Owners as their interest may appear in such amount as the Board may deem appropriate. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

8.4 Worker's Compensation. As shall be required to meet the requirements of law, or deemed advisable by the Board.

8.5 Other Insurance. Such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions, officers and directors liability insurance coverage, and insurance for the benefit of its employees or volunteers.

8.6 Premium. Premiums for insurance policies purchased by the Association shall be paid for by the Association as a common expense.

8.7 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association in compliance with the requirements of the law. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the officers of the Association.

8.8 Distribution of Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Owners and their mortgagees:

8.8.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Owners, or, at the option of the Board, may be deposited in the Association's general operating account or any reserve account that has been established by the Association.

8.8.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, any proceeds remaining after making settlements necessary and appropriate with the affected Owner or Owners and their respective Mortgagee(s) shall be retained by and for the benefit of the Association and placed in either the Association's general operating account or any reserve account that has been established by the Association..

8.9 Association as Agent. The Association is irrevocably appointed agent, for each Owner, for each owner or holder of a mortgage or other lien upon any Unit, and for each owner of any other interest in the community, to adjust any claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

8.10 Benefit of Mortgagee. Provisions regarding insurance are for the benefit of any mortgagee of a Unit. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

8.11 Reconstruction or Repair After Casualty. If any part of the Community property shall be damaged by Casualty, whether or not it can be reconstructed or repaired shall be determined in the following manner:

8.11.1 Common Areas. If the damage improvement is a Common Area, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Community shall be terminated.

8.11.2 Townhome Building. If the Townhome Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Community, shall be in accordance with the following:

1. **Major Damage.** If the damage renders all of the Units in the Community uninhabitable, as determined by the Board or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 2/3 of the entire voting interests in the Association agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

2. **Lesser Damage.** If some, but not all of the Townhome Units are damaged and/or destroyed and one or more of the Townhome Units remain habitable, the damaged or destroyed Townhome Units shall be restored or reconstructed so that the Townhome Building

and/or Townhome Unit(s) shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty days after the Casualty it is determined by agreement in the manner elsewhere provided that the Community shall be terminated.

For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the property which the Association is required to insure cannot be restored to the condition in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Owner not to exceed 10% of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation shall not include costs affiliated with those items the Owner is obligated to repair or replace, at the Owner's expense. A governmental agency's declaration or order that the Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

8.12 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original buildings and improvements; or if not, then according to plans and specifications approved by the Board, and by the Owners of all damaged Units therein, which approval shall not be unreasonably withheld.

8.13 Estimate of Cost. Promptly after a Casualty causing damage to the property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

8.14 Assessments and Costs. The cost of reconstruction after Casualty for those portions of the Community required to be insured by the Association shall be considered a Common Expense, including deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association, except that:

All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the association are a Common Expense of the Association, except that:

a. An Owner is responsible for the costs of repair or replacement of any portion of the Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by an Owner, the members of his or her family, occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

b. The provisions of subsection a. regarding the financial responsibility of an Owner for the costs of repairing or replacing other portions of the Property also apply to the costs of repair or replacement of personal property of other Owners or the Association, as well as other property, whether real or personal, which the Owners are required to insure.

c. To the extent the cost of repair or reconstruction for which the Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Owner, the Association shall reimburse the Owner without the waiver of any rights of subrogation.

d. The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to an Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments may be made by the Board against the Owners in sufficient amounts to provide funds to pay the estimated costs. However, any cost of repair, reconstruction or replacement of portions of the Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

8.15 **Deductible and Other Insurance Features.** The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense. The Board shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and as may be required by law from time to time. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Community is situated.

8.16. **Responsibility for Reconstruction.** All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that an Owner may undertake reconstruction work on portions of the Townhome Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the prior approval by the Board of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Owners shall be responsible for reconstructing those items that the Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Subsection 14 above. If an Owner fails to repair and reconstruct those items that the Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article VI, Section 8, in which event the Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under this Declaration.

8.17 **<u>Damage Caused By Wear and Tear of the Property</u>.** Damage to the property that is not caused by a Casualty, as defined in Subsection 8.2 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 6 and shall not be subject to this Article 8.

8.18 **<u>Additional Board Authority</u>**. In addition to Board authority granted by law and the governing documents, the Board shall have the following power and authority in connection with emergency conditions:

a. To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

b. To declare any portion of the Property or Common Areas unavailable for occupancy by Owners, family members, tenants, or guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, family members, tenants, or guests.

c. To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible. The Association shall bear no liability for such actions, if taken in good faith.

d. To contract on behalf of Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Townhome Units and replacement of damaged air conditioners when necessary to provide climate control in the Townhome Units. The Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a lien and be collectable in the manner of an assessment. Actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

e. To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down electricity, security systems, water, and air conditioners.

f. To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

g. To adopt emergency Rules and Regulations governing the use and occupancy of the Townhome Units and Common Areas, with notice given only to those Directors with whom it is practicable to communicate.

h. To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

i. To exercise all emergency powers as may be authorized by law from time to time.

Article 9. OWNER INSURANCE.

The following provisions shall govern insurance covering the Owners:

9.1 Property Insurance. By virtue of accepting a deed conveying a Townhome Unit or Parcel in the Association, each Owner covenants and agrees with the Association that such Owner shall obtain and continuously maintain property insurance covering the Owner's Townhome Unit (excluding those portions of which are insured under the Association's property insurance policy) in an amount equal to the full replacement cost thereof . Any deductibles associated with an Owner's property insurance shall be in amounts which are reasonable, customary and consistent with industry standard. Without limiting the generality of the foregoing, the Owner's property insurance shall cover all personal property within the Townhome Unit; all floor, wall, and ceiling coverings, all built-in cabinets, built-in furniture and counter-tops; all electrical fixtures, appliances, water heaters, water filters; all plumbing fixtures; all components of the Townhome Unit's electrical system, including without limitation all panels and electric fixtures; all components of the Townhome Unit's heating, air conditioning and ventilation system including without limitation all compressors, fans and motors; all window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; and any replacements of any of the foregoing which are located within the interior of the Townhome Unit or within the Townhome Unit's Parcel and which serve only the Townhome Unit. Each Owner is solely responsible for the cost of repair and reconstruction of any portion of the Owner's Townhome Unit required to be covered under the Owner's property insurance as provided herein; and any such repair or reconstruction work which the Association elects to undertake is chargeable and enforceable by the Association against such Owner and the Owner's Townhome Unit as an Assessment in accordance with this Declaration. Each Owner shall provide the Association on demand with a true and complete copy of the Owner's property insurance policy. The Association may elect to require duplicate originals of an Owner's casualty insurance policy and of all renewals of that insurance, together with proof of payment of premiums, to be delivered to the Association not less than ten (10) days prior to the expiration of the then current policies. If the Owner fails to provide the Association with proof of insurance as outlined above, the Owner shall incur a fine of one-hundred dollars ($100.00) per day for up to ten (10) days, beginning on the eleventh (11th) day after the Association's request. Such fine shall constitute an individual Special Assessment against the Owner and the Association shall be entitled to lien and foreclose the lien in the same manner as an assessment pursuant to Section 9.4 hereinbelow. The Association shall be entitled to attorneys' fees, paralegal fees, and costs related to any legal proceeding instituted to enforce the collection of this individual Special Assessment, including pre-litigation attorneys' fees, paralegal fees and costs. No Owner shall do or permit any act or thing to be done in or to the party wall which is contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

9.2 Liability Insurance. Each Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring in or about their Townhome Unit, as they may deem appropriate.

9.3 Casualty Insurance. Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on their Townhome Unit and all other insurable improvements situated upon the Parcel on which their Townhome Unit lies in an amount equal to the full replacement cost thereof. The Association may periodically require proof of such insurance.

9.4 Individual Assessment. Notwithstanding anything stated herein to the contrary and in addition to and not in derogation of any other rights provided to the Association and/or the Board herein in this District Declaration, the Board may and has the sole, and absolute right and authority to, levy a Special Assessment against all Townhome Units in order to pay (i) any applicable deductible associated with a property loss covered by the Association's property insurance policy (ii) for damages covered by the Association's property insurance policy in excess of coverage limits, or (iii) for any forced insurance policy where an Owner refused or failed to provide the Association, within ten (10) days of its request, a true and complete copy of the Owner's property insurance policy, duplicate originals of an Owner's casualty insurance policy, all renewals of that insurance, together with proof of payment of the premiums. Such Special Assessment shall require the approval of at least a majority of the Board at any regular or special meeting of the Board held in accordance with the Association's Bylaws.

Article 10. ENFORCEMENT

10.1 In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

10.1.1 Impose a fine against the Parcel as provided in Florida Statutes and in the Bylaws; and/or

10.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

10.1.3 Commence an action to recover damages; and/or

10.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

10.1.5 Elect any or all other remedies, restrictions or penalties available under law. All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Brevard County.

10.2 Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

10.3 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Townhome Unit, including family members, Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Article 11. AMENDMENTS.

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

11.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by one-third (1/3) of the entire Voting Interests.

11.2 **Notice.** The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.3 **Adoption of Amendments.** An amendment so proposed may be adopted by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing

Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

11.4 Execution and Recording. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Brevard County.

11.5 Automatic Amendment. Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

Article 12. LEASE OR OCCUPANCY OF PARCEL.

In order to assure a Community of congenial residents and thus protect the value of the Parcels, the conveyance and leasing of the Parcels by an Owner shall be subject to the following provisions:

12.1 Leasing of Parcels.

12.1.1 Single Family Use Only. Only entire Units may be rented or leased. A lease is any use of a Unit by a person other than the Owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of Parcels. "Rent Sharing" or the renting of rooms is prohibited. Tenants may only occupy Townhome Units as a single-family residence as defined herein.

12.1.2 Term, Maximum Occupancy. All leases shall be limited to two permanent occupants per bedroom. A permanent occupant shall include any person who resides in a Townhome Unit for any period exceeding fourteen (14) days during any calendar year. Leases shall be for a minimum term of seven (7) consecutive day, and no Unit may be leased or rented on a daily- or nightly-basis. Leases may be entered into so long as each lease complies with the minimum seven (7) day lease term requirement. No subleases shall be permitted.

12.2 Forms of Ownership:

12.2.1 One Person. A Townhome Unit may be owned by one natural person whose acquisition of title has been approved to the extent and in the manner elsewhere provided herein.

12.2.2 Two or More Persons. Co-ownership of a Townhome Unit by two or more natural persons who are not husband and wife is not prohibited. The intent, however, is to allow the

Townhome Unit Owner some degree of flexibility in estate, tax or financial planning; and such ownership will not be approved if the apparent effect is to allow an Owner to create circumstances where the Townhome Unit may be used as short-term transient accommodations for multiple families. If the co-Owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the Townhome Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the designated primary occupant shall be treated as a transfer of ownership of the affected Townhome Unit by sale or gift, subject to the provisions of this Article 12. No more than one such change will be approved in any twelve (12) month period, unless caused by the death of a primary occupant.

12.2.3 Ownership by Corporations, Partnerships or Trusts. A Townhome Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Townhome Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or a corporation, partnership or other business entity as a Townhome Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "primary occupant". The use of the Townhome Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 12. No more than one such change will be approved in any twelve (12) month period, unless caused by the death of the primary occupant.

12.3 Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Townhome Unit which is owned in the forms of ownership stated in preceding subsection shall designate a primary occupant in writing to the Association. If any Townhome Unit Owner fails to do so, the Board may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Townhome Unit is such that the designation of a primary occupant is not required, the Townhome Unit Owner may, nevertheless, choose to designate one, subject to Board approval.

12.4 Life Estate. A Townhome Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 12.2 below. In that event, the life tenant shall be the only Association member from the Townhome Unit, and occupancy shall be as if the life tenant was the only Owner. The life tenant shall be liable for all assessments and charges against the Townhome Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners under Section 12.1.2, above, for purposes of determining voting and occupancy rights. Upon termination of the life estate, the holders of the remainder interest shall designate a primary occupant in writing to the Association.

12.5 Types of Transfers of Ownership.

12.5.1 By sale or gift. No Townhome Unit Owner may dispose of a Townhome Unit or of any ownership interest in a Townhome Unit by sale or gift (including agreement for deed) without prior written approval of the transfer by the Board.

12.5.2 By devise or inheritance. If any Owner acquires title by devise or inheritance, his right to occupy or use the Townhome Unit shall be subject to the approval of the Board under Section 12.6. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or who was related to the Owner by blood or adoption in the first degree.

12.5.3 Other methods. If any person acquires title in any manner not covered in the foregoing subsections, that person shall have no right to occupy or use the Townhome Unit before his occupancy has been approved by the Board under the procedures outlined in Section 12.6 below.

12.6 Procedures.

12.6.1 Notice to Association.

12.6.1.1 Sale or Gift. An Owner intending to make a sale or gift of his Townhome Unit or any interest therein shall give to the Board or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

12.6.1.2 Devise, Inheritance or Other Transfers. The transferee must notify the Board of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Townhome Unit following the procedures in this Section.

12.6.1.3 Demand. With the notice required in Subsection 12.6.1.1 above, the Townhome Unit Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Townhome Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Townhome Unit determined as provided below.

12.6.1.4 Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove occupancy by the transferee at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Townhome Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

12.6.2 Board Action. Within ten (10) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or a Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

12.6.3 Disapproval.

12.6.3.1 With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

12.6.3.1.1 The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

12.6.3.1.2 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

12.6.3.1.3 The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Neighborhood;

12.6.3.1.4 The person seeking approval has a history of disruptive behavior;

12.6.3.1.5 The person seeking approval has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

12.6.3.1.6 The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or has provided false information during the application process; or

12.6.3.1.7 The transaction, if a sale or gift, was concluded by the parties without having both sought and obtained the prior approval required herein.

12.6.3.2 Without Good Cause. Approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Subsection 12.6.1.3, then within thirty (30) days after the Board meeting at which the transaction was disapproved, the Board shall deliver in writing to the Owner (hereafter "the seller") the name of an approved purchaser who will purchase the Townhome Unit at the same price, and upon the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the buyer shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments for common expenses shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not more than sixty (60) days after the date of Board disapproval, or thirty (30) days after determination of fair market value by appraisal, whichever occurred last. Failure or refusal to close by either party shall constitute a breach of contract, and shall entitle the other party to seek specific performance or damages.

12.6.3.3 If the Board fails to deliver the name of an approved purchaser within thirty (30) days as required above, the original proposed purchaser shall be deemed approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

12.7 Unapproved Transfers. Any sale or transfer of ownership that is not approved, or is disapproved pursuant to the terms of this Declaration, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

12.8 Transfer Fees. The Board may require the payment of a preset screening/transfer fee in connection with the notices required pursuant to Section 12.6. Said screening fee is presently set in the amount of one hundred dollars and no/100 ($100.00) per applicant, such amount to change from time to time by action of the Board. No approvals shall be given unless the fee has been paid.

Article 13. TERM OF DECLARATION AND TERMINATION

13.1 The Declaration has an initial term of thirty (30) years and shall automatically renew for successive ten (10) year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire voting interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Townhome Units.

13.2 If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

13.2.1 That Parcels shall continue to be used solely as single-family residences.

13.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

Article 14. INDEMNIFICATION

14.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

14.2 To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

14.3 Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

14.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

14.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

14.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

Article 15. ASSOCIATION LIABILITY

15.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship, or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

15.1.1 It is the express intent of the association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the association property and the value thereof;

15.1.2 The association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Brevard County and/or any other jurisdiction or the prevention of tortious activities; and

15.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the association property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the association has been disclaimed in this provision.

As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

Article 16. ARCHITECTURAL CONTROL

The Association, acting through the Board or the Architectural Review Committee (ARC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on the Parcel, and to enforce standards for the external appearance of any structure or improvement located on the Parcel, as set forth in the Governing Documents and in any architectural guidelines promulgated by the Board. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Committee shall consist of at least three Members of the Association appointed by the Board. The Board may act as the ARC and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

16.1 Approval Necessary. No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, pier, dock, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Parcel, nor shall the exterior of any Townhome Unit or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the ARC. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

16.2 Architectural Review Committee. All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such improvements previously allowed.

16.3 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Parcel unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Parcel plans approved by the ARC.

16.4 Right of Entry. Any member of the ARC may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

16.5 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

16.6 Non-Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

16.7 Fill and Grade. No fill shall be added to or removed from any Parcel nor shall the Owner of any Parcel do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARC. The approval of South Florida Water Management District may also be required.

Article 17. GENERAL PROVISIONS

17.1 The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

17.2 The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provisions of the Governing Documents or Rules and Regulations shall not affect the validity of the remaining portions.

17.3 Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

17.4 Notices. Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

17.5 Exhibits. There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

17.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

17.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in Brevard County.

17.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

17.9 Waiver. No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

17.10 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each occupant by reason of his occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

17.11 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

17.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

WW Brevard, LLC, a Florida limited liability corporation

By: ______________________
(Sign) Gordon E. Wiles
(Print)
MGR
(Title)

WITNESS 1:

____
(Sign)
Michelle Clark
(Print)
203 E New Haven Ave
(Post Office Address)
Melbourne FL 32901
(City/State/Zip)

WITNESS 2:

____
(Sign)
MARK COLEMAN
(Print)
2255 COLUMBIA BLVD
(Post Office Address)
TITUSVILLE, FL 32780
(City/State/Zip)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1 day of April, 2026, by Gordon Wiles, as President of WW BREVARD, LLC, a Florida limited liability company, on behalf of the company, who is ☑ personally known to me or who has ☐ produced ______________________ as identification.

NOTARY PUBLIC

______________________ (Sign)

Nicole Aguero (Print)

State of Florida, At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
NICOLE AGUERO
MY COMMISSION # HH 698589
EXPIRES: November 14, 2029

ASSOCIATION:

CasaMar Azul Owners Association, Inc., a Florida Corporation Not For Profit

By: ______________________
(Sign)
Gordon E Wiles
(Print)
President
(Title)

WITNESS 1:

____
(Sign)
Michelle Clark
(Print)
203 E New Haven Ave
(Post Office Address)
Melbourne, FL 32901
(City/State/Zip)

WITNESS 2:

____
(Sign)
MARK COLEMAN
(Print)
2255 COLUMBIA BLVD
(Post Office Address)
TITUSVILLE, FL 32780
(City/State/Zip)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1 day of April, 2026 by Gordon Wiles, as President of CASAMAR AZUL OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit, on behalf of the corporation, who is ☑ personally known to me or who has ☐ produced ______________________ as identification.

NOTARY PUBLIC
______________________ (Sign)
Nicole Aguero (Print)

State of Florida, At Large
My Commission Expires:

NICOLE AGUERO
MY COMMISSION # HH 698589
EXPIRES: November 14, 2029

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOTS 25 AND 26, BLOCK 41, SECTION 'B' INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 91, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

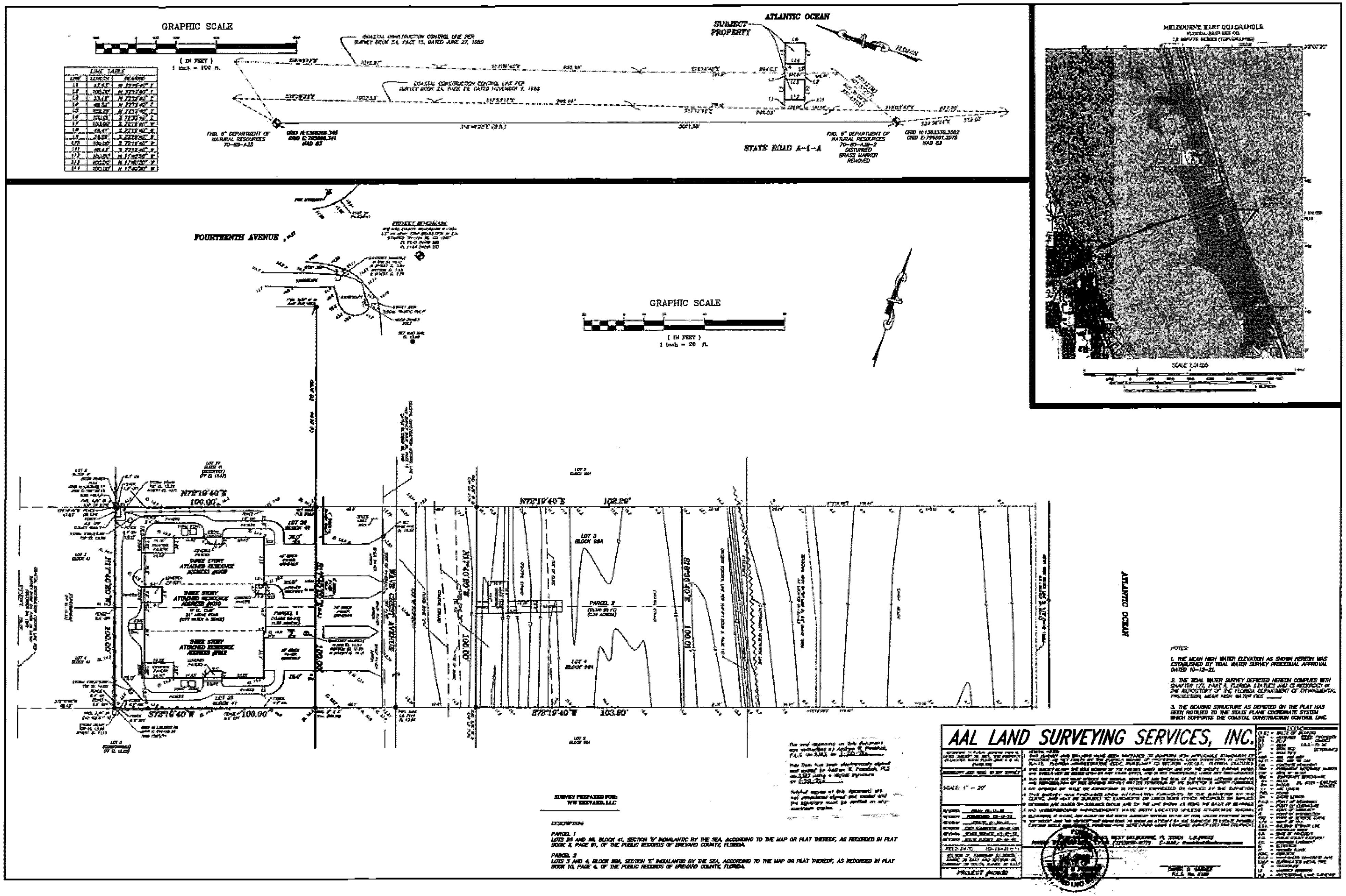
LOTS 3 AND 4, BLOCK 99A, SECTION 'E' INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

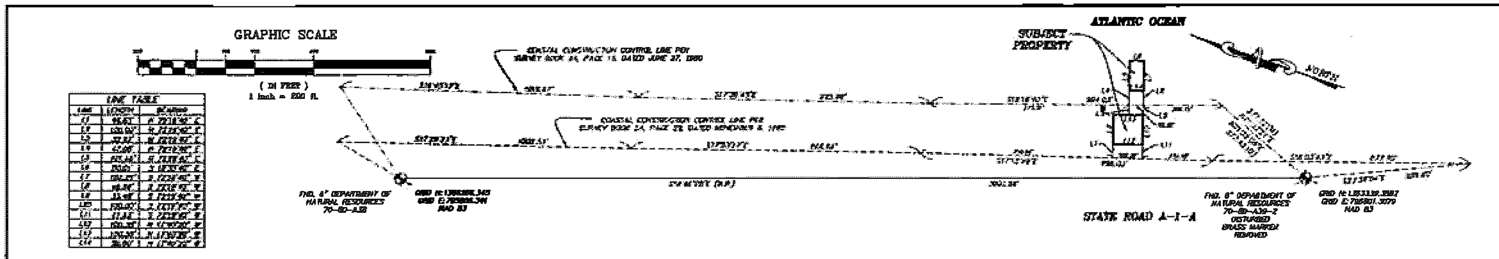
AND

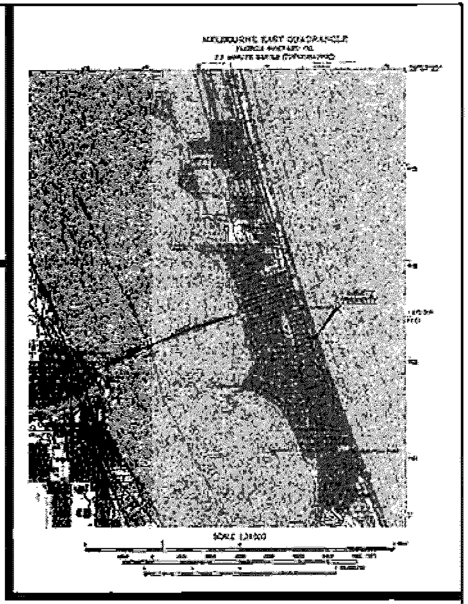
LOTS 27 AND 28, BLOCK 41, SECTION 'B' INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 35, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

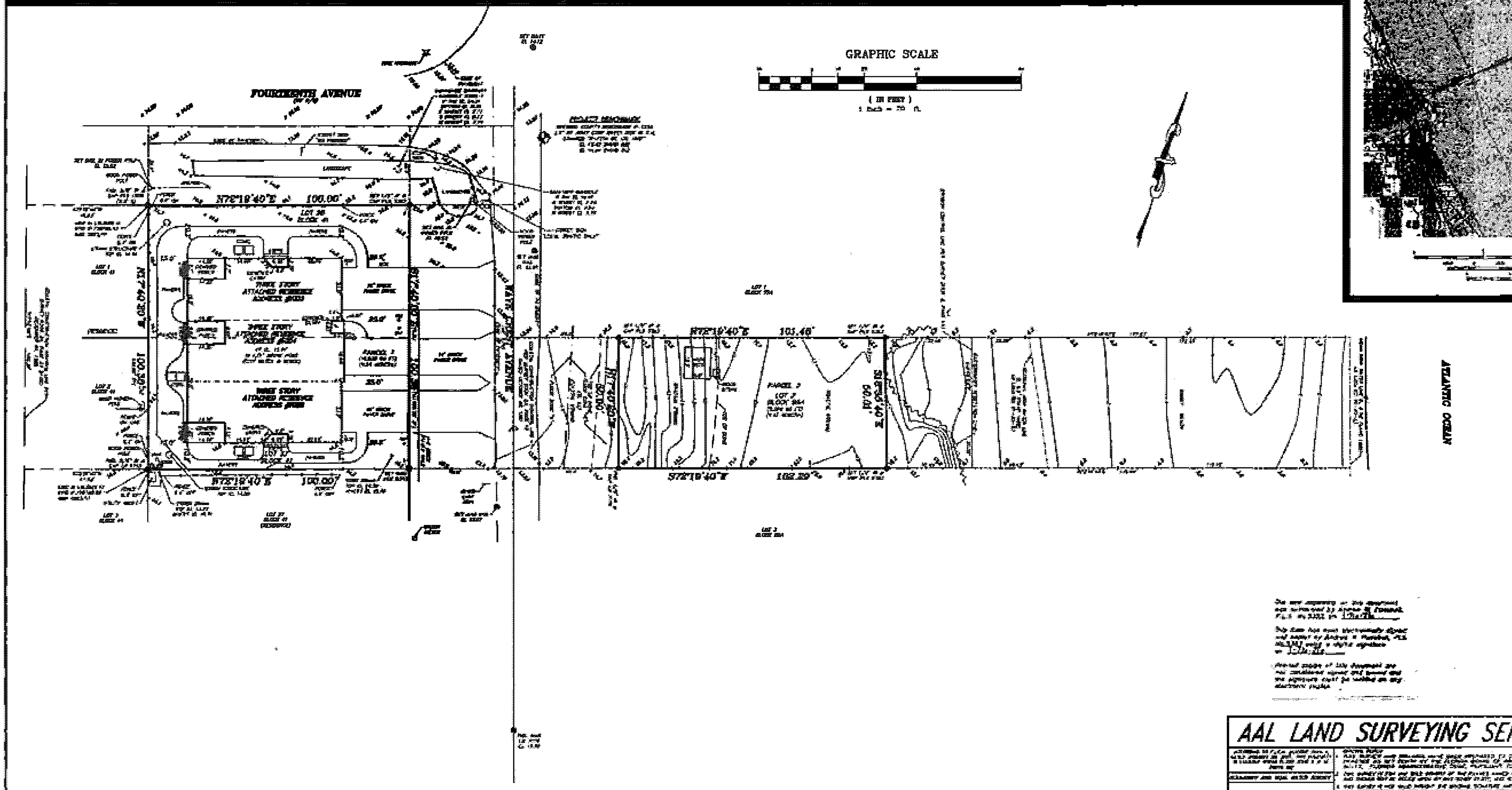
AND

LOTS 2, BLOCK 99A, SECTION 'E' INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.


GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
LINE TABLE
ATLANTIC OCEAN
SUBJECT PROPERTY
STATE ROAD A-1-A
MELBOURNE EAST QUADRANGLE
FOURTEENTH AVENUE
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
N78°19'40"E
100.00'
N78°19'40"E
102.29'
S78°19'40"W
100.00'
S78°19'40"W
103.80'
THREE STORY ATTACHED RESIDENCE
LOT 3 BLOCK 59A
LOT 4 BLOCK 59A
PARCEL 2
PARCEL 1
ATLANTIC OCEAN
NOTES:
1. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 10-12-21.
2. THE TIDAL WATER SURVEY DEPICTED HEREON COMPLIES WITH
3. THE BEARING STRUCTURE AS DEPICTED ON THE PLAT HAS BEEN ROTATED TO THE STATE PLANE COORDINATE SYSTEM WHICH SUPPORTS THE COASTAL CONSTRUCTION CONTROL LINE.
AAL LAND SURVEYING SERVICES, INC.
SCALE: 1" = 20'
SURVEY PREPARED FOR:
WW BREVARD, LLC
PARCEL 1
LOTS 35 AND 36, BLOCK 41, SECTION "D" INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 81, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
PARCEL 2
LOTS 3 AND 4, BLOCK 59A, SECTION "E" INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.







NOTES:

1. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 10-12-21.

2. THE TIDAL WATER SURVEY DEPICTED HEREON COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES AND IS RECORDED IN THE REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, MEAN HIGH WATER FILE ______

3. THE BEARING STRUCTURE AS DEPICTED ON THE PLAT HAS BEEN ROTATED TO THE STATE PLANE COORDINATE SYSTEM WHICH SUPPORTS THE COASTAL CONSTRUCTION CONTROL LINE.

SURVEY PREPARED FOR:
GB PROPERTIES

DESCRIPTION

PARCEL 1
LOTS 27 AND 28, BLOCK 41, SECTION "B" INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 33, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 2
LOTS 2, BLOCK 99A, SECTION "E" INDIALANTIC BY THE SEA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY. FLORIDA.

AAL LAND SURVEYING SERVICES, INC.

SCALE: 1" = 20'

PROJECT #

EXHIBIT "B"

**ARTICLES OF INCORPORATION OF
CASAMAR AZUL OWNERS ASSOCIATION, INC.**

Electronic Articles of Incorporation For

N25000011083
FILED
August 26, 2025
Sec. Of State
fjeggleston

CASAMAR AZUL OWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

CASAMAR AZUL OWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

203 E. NEW HAVEN AVE.
MELBOURNE, FL. US 32901

The mailing address of the corporation is:

203 E. NEW HAVEN AVE.
MELBOURNE, FL. US 32901

Article III

The specific purpose for which this corporation is organized is:

FOR THE PURPOSE OF FORMING A CORPORATION NOT FOR PROFIT, PURSUANT TO THE LAWS OF THE STATE OF FLORIDA, CHAPTER 720, TO OPERATE THE TOWNHOUSE COMMUNITY CALLED CASAMAR AZUL.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ARIAS BOSINGER, PLLC
845 E. NEW HAVEN AVE.
MELBOURNE, FL. 32901

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SONIA A BOSINGER

N25000011083
FILED
August 26, 2025
Sec. Of State
fjeggleston

Article VI

The name and address of the incorporator is:

GORDON WILES
203 E. NEW HAVEN AVE.

MELBOURNE, FL 32901

Electronic Signature of Incorporator: GORDON WILES

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
GORDON WILES
203 E. NEW HAVEN AVE.
MELBOURNE, FL. 32901 US

Title: VP
CARLA WILES
203 E. NEW HAVEN AVE.
MELBOURNE, FL. 32901 US

Title: S/T
WILL BRUNOSSON
203 E. NEW HAVEN AVE.
MELBOURNE, FL. 32901 US

EXHIBIT "C"

BYLAWS OF
CASAMAR AZUL OWNERS ASSOCIATION, INC.

BYLAWS
OF
CASAMAR AZUL OWNERS ASSOCIATION, INC.

A Florida Corporation Not-For-Profit

Article 1. IDENTITY

These are the Bylaws of CasaMar Azul Owners Association, Inc. (hereinafter "Bylaws"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating CasaMar Azul Owners Association, Inc. (the "Association") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act"). The corporation may hereafter be referred to as the "Association."

1.1 Office. The office of the Association shall be at such location within Brevard County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for CasaMar Azul, Inc., as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws.

Article 2. MEMBERS

2.1 Qualifications. The Members of the Association shall be the record Owners of legal title to the Townhome Units in the Association. Membership shall become effective upon recording in the Public Records of Brevard County, Florida, a deed or other instrument evidencing legal title to a Townhome Unit.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Townhome Unit owned by them. The total number of Voting Interests equals the total number of Townhome Units subject to the Declaration. If a Townhome Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Townhome Unit. If a Townhome Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Townhome Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Townhome Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Townhome Unit is owned by a limited liability company, any member, manager or officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Townhome Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Townhome Unit, unless the Townhome Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Townhome Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Townhome Unit is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Townhome Unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership, which becomes effective as provided in Section 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Article 3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day, time, and at a place designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Townhome Unit and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Townhome Unit. The notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes, as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a facsimile number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must be in writing and shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers, and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to "Word"®, PDF® or similar attachments. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least 2/3 of the votes of the entire Voting Interests.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

(i) Call to order by the President;
(ii) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
(iii) Call of the roll or determination of quorum;
(iv) Proof of Notice;
(v) Appointment by the President (or chairman) of inspectors of election;
(vi) Election of Directors;
(vii) Reading or disposal of minutes of the last Members' meeting;
(viii) Reports of Officers;
(ix) Reports of Committees;
(x) Unfinished business;
(xi) New Business Designated on Agenda;
(xii) Adjournment.

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

Article 4. BOARD OF DIRECTORS

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Governing Documents or law.

4.1 Number. The affairs of the Association shall be initially managed by a Board of three (3) directors, who need not be members of the Association. There shall never be less than three (3) directors. However, the Board shall continuously be composed of an odd number of directors.

4.2 Term of Office. Directors shall be elected at the annual meeting and shall serve for a term of one (1) year or so long thereafter until their successors are duly elected.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Association (or spouse of a Member) or an eligible entity representative, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such disqualification, delinquency or conviction, and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board of Directors shall be held within ten (10) days after the Annual Meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board of Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board of Directors shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Owner may tape-record or videotape meetings of the Board and meetings of the members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. After a quorum has been established at a Board of Directors' meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.12 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant Officers may be compensated as approved by the Board of Directors.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution or motion creating the committee. Where required by the Act, committee meetings shall be open to attendance by any Member, and notice of those committee meetings shall be posted in the same manner as required herein. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

Article 5. NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nominations may be made from the floor at the annual meeting or by self-nomination ahead of the annual meeting, based on the process adopted by the Board for any upcoming annual meeting.

5.2 Elections. 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 6. OFFICERS

6.1 Officers and Elections. The executive officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All officers shall be appointed annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees. He shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.3 Vice-President. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

6.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's attorney, manager, or management company.

6.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

6.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

7. FISCAL MATTERS

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

7.1 Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

7.2 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

7.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures, deferred maintenance or contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves is restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

7.4 Contingency Funds. In addition to the reserves provided in Section 6.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

7.5 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided in the Act.

7.6 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to prepare a financial report as prescribed in the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

Article 8. RULES AND REGULATIONS: USE RESTRICTIONS

The Board of Directors may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Townhome Units may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Townhome Units must include a statement that changes to the Rules and Regulations regarding the use of Townhome Units will be considered at the meeting. Any Rules and Regulations created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

Article 9. BYLAW AMENDMENTS

Amendments to the Bylaws shall be adopted in the following manner:

9.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

9.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER __ FOR PRESENT TEXT."

9.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

9.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

9.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Brevard County Public Records.

Article 10. MISCELLANEOUS

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration, or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration shall prevail over the Articles.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, these Bylaws have been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

WW Brevard, LLC, a Florida limited liability corporation

By: ______________________
(Sign)
Gordon E Wiles
(Print)
MGR
(Title)

WITNESS 1:

M Clark
(Sign)
Michelle Clark
(Print)
203 E New Haven Ave
(Post Office Address)
Melbourne FL 32901
(City/State/Zip)

WITNESS 2:

____
(Sign)
MARK COLEMAN
(Print)
2255 COLUMBIA BLVD
(Post Office Address)
TITUSVILLE, FL 32780
(City/State/Zip)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1 day of April, 2026 by Gordon Wiles, as Manager of WW BREVARD, LLC, a Florida limited liability company, on behalf of the company, who is ☑ personally known to me or who has ☐ produced ______________________ as identification.

NOTARY PUBLIC
______________________ (Sign)

Nicole Aguero (Print)
State of Florida, At Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
NICOLE AGUERO
MY COMMISSION # HH 698589
EXPIRES: November 14, 2029

ASSOCIATION:

CasaMar Azul Owners Association, Inc., a Florida Corporation Not For Profit

By: ______________________
(Sign)
Gordon E Wiles
(Print)
President
(Title)

WITNESS 1:

M Clark
(Sign)
Michelle Clark
(Print)
203 E New Haven Ave
(Post Office Address)
Melbourne FL 32901
(City/State/Zip)

WITNESS 2:

____
(Sign)
MARK COLEMAN
(Print)
2255 COLUMBIA BLVD
(Post Office Address)
TITUSVILLE, FL 32780
(City/State/Zip)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1 day of April, 2026, by Gordon Wiles, as President of CASAMAR AZUL OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit, on behalf of the corporation, who is ☑ personally known to me or who has ☐ produced ______________________ as identification.

NOTARY PUBLIC

______________________ (Sign)

Nicole Aguero (Print)
State of Florida, At Large
My Commission Expires:

NICOLE AGUERO
MY COMMISSION # HH 698589
EXPIRES: November 14, 2029