

MARKETABLE RECORD TITLE ACT NOTICE

The LAKE POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as the "Association"), is a homeowners association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants or restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members and/or lot owners of the Association, together with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. Homeowners' Association:

The name and post office address of the Homeowners' Association desiring to preserve the covenants or restrictions is as follows:

Lake Pointe Homeowners Association, Inc.
c/o Omega Community Management, Inc.
3270 Suntree Boulevard, Suite 216
Melbourne, FL 32940

2. Affidavit of Mailing Or Hand Delivery Of Statement of Marketable Title Action:

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the Statement to be mailed or hand delivered to the members/lot owners of the Association at least seven (7) days prior to and again following the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached thereto as Exhibit "A".

3. Land Affected:

The legal description of the land affected by this notice and subject to the covenants or restrictions (the "Land") is set forth on the plat(s) filed in the Public Records of Brevard County, Florida (the "Plat(s)") as follows:

<u>Plat(s)</u>	<u>Plat Book</u>	<u>Page</u>
Lake Pointe Suntree Planned Unit Development Stage Ten, Tract Six, Unit Two and Tract Six-A	30	52
Lake Pointe Suntree Planned Unit Development Stage Ten, Tract Six, Unit Three and Tract Six-A	31	37

A copy of the Plats are attached hereto as Composite Exhibit "2"

4. Covenants Or Restrictions Being Preserved Which Affect The Land:

The covenants or restrictions being preserved are set forth on the Plat(s) and in the governing documents identified hereinafter as (the "Governing Documents"). Copies of the Governing Documents containing the covenants or restrictions being preserved are recorded in the Public Records of Brevard County, Florida, as follow(s):

<u>Document</u>	<u>Official Records Book</u>	<u>Page</u>	<u>et seq</u>
Declaration of Covenants And Restrictions for Lake Pointe	2504	1530	1531-1545
Amendment to Declaration of Covenants and Restrictions for Lake Pointe	2656	0306	0307
Amendment to Declaration of Covenants and Restrictions for Lake Pointe	2676	1450	1451
By-Laws of Lake Pointe Homeowners Association, Inc.	3562	2508	2509-2516
Articles of Incorporation of Lake Pointe Homeowners Association	Previously unrecorded		

A copy of these Governing Documents are attached hereto as Composite Exhibit "3".

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 26 day of October, 2015.

Signed, Sealed and Delivered
In the Presence of:

David Hoffman
Witness Signature

David Hoffman
Print name of Signature

LAKE POINTE HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: Maggie Schultz
(Sign)

Maggie Schultz
(Print)

President, Lake Pointe Homeowners
Association, Inc.

Janina Allen
Witness Signature

JANINA ALLEN
Print name of Signature

Attest: Melissa Atkins
(Sign)

Melissa Atkins
(Print)

Secretary, Lake Pointe Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to and subscribed before me on October 26, 2015 by Maggie Schultz as President
of Lake Pointe Homeowners Association, Inc., a Florida corporation not for profit.

David Andrew Hoffman
NOTARY PUBLIC

(SEAL)

☒ Personally Known or
☐ Produced Identification

Type of Identification Produced: _____

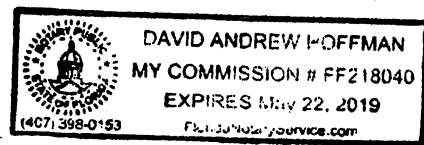


Exhibit "1"

**AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT
OF MARKETABLE TITLE ACTION**

STATE OF FLORIDA
COUNTY OF BREVARD

Before me the undersigned authority on this date personally appeared
Melissa Atkins who after being duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of Lake Pointe Homeowners Association, Inc. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.
2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members and/or lot owners by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.
3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to members and/or lot owners of the Association as an attachment to the Notice of the meeting of the Board.

Further Affiant Sayeth Naught.


(Sign)

Melissa Atkins, Secretary
(Print)

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to and subscribed before me on October 14, 2015 by Melissa Atkins as Secretary of Lake Pointe Homeowners Association, Inc., a Florida corporation not for profit.

David Andrew Hoffman
NOTARY PUBLIC

☒ Personally Known or
☐ Produced Identification
Type of Identification Produced: _____

(SEAL)

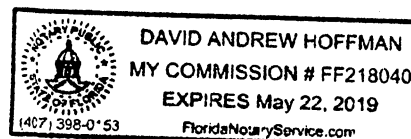


Exhibit "1"

STATEMENT OF MARKETABLE TITLE ACTION

The LAKE POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (the "Association"), has taken action to ensure that the following documents, currently burdening the property of each and every member and/or lot owner of the Association, retains its status as the source of marketable title with regard to the transfer of a member's and/or lot owner's residence.

<u>Document</u>	<u>Official Records Book</u>	<u>Page</u>	<u>et seq</u>
Declaration of Covenants And Restrictions for Lake Pointe	2504	1530	1531-1545
Amendment to Declaration of Covenants and Restrictions for Lake Pointe	2656	0306	0307
Amendment to Declaration of Covenants and Restrictions for Lake Pointe	2676	1450	1451
By-Laws of Lake Pointe Homeowners' Association, Inc.	3562	2508	2509-2516
Articles of Incorporation of Lake Pointe Homeowners Association, Inc.		Previously unrecorded	

To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Brevard County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated and Mailed this 14 day of October, 2015.

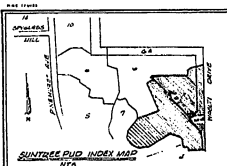
LAKE POINTE HOMEOWNERS ASSOCIATION, INC.

By:


(Sign)

Melissa Aikins, Secretary
(Print)

Exhibit "A"



LAKE POINTE SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT THREE AND TRACT SIX-A

A SUBDIVISION OF A PORTION OF SECTION 12, TOWNSHIP 26 SOUTH
RANGE 36 EAST, BREVARD COUNTY, FLORIDA

Prepared by:
STOTTLE & ASSOCIATES
CAPE CANAVERAL, FLORIDA

SCALE: 1" = 60' GRAPHIC SCALE IN FEET MAY 1984

SHEET 1 OF 1

LEGAL DESCRIPTION

A portion of Section 12, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tract Six-A according to the Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT ONE AND TRACT SIX-A as recorded in Plat Book 28 of Page 67 of the Public Records of Brevard County, Florida; thence N89°10'18"E, along the South line of the SW1/4 of the NW1/4 of said Section 12, for a distance of 118.78 feet to the West right of way line of Monte Drive as described in Official Records Book 1445 of Page 116 of the said Public Records of Brevard County, Florida; thence S0°50'27"E, along said right of way line, for a distance of 276.32 feet to the Point of Beginning; thence S89°09'53"W for a distance of 99.84 feet; thence S63°35'43"W for a distance of 111.84 feet to a point on a curve, concave Westward, having a radius of 125.00 feet, thru which a radial line bears N18°40'12"E for a distance of 66.94 feet; thence S89°09'53"W for a distance of 44.43 feet; thence S58°19'53"W for a distance of 74.37 feet; thence S38°40'02"E for a distance of 220.00 feet; thence S49°40'49"E for a distance of 41.26 feet; thence S68°39'33"E for a distance of 87.38 feet; thence S42°12'50"W for a distance of 179.35 feet to a point on a curve, concave Northward, having a radius of 375.00 feet, thru which a radial line bears S42°28'50"W; thence Northward along the arc of said curve, thru a central angle of 14.89 degrees, for a distance of 6.58 feet; thence S49°05'36"W for a distance of 111.37 feet; thence S50°10'18"W for a distance of 223.75 feet; thence S1°02'41"W for a distance of 150.00 feet; thence S51°02'41"E for a distance of 112.47 feet; thence S78°32'02"E for a distance of 54.85 feet; thence N18°40'12"E for a distance of 99.41 feet; thence N58°00'25"E for a distance of 316.32 feet; thence S77°13'37"E for a distance of 41.26 feet; thence S78°42'12"E for a distance of 78.47 feet; thence S40°10'12"E for a distance of 47.50 feet; thence S81°00'55"E for a distance of 67.62 feet to the Northeast corner of Tract "D" according to the Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT FOUR as recorded in Plat Book 25 of Page 1 of the Public Records of Brevard County, Florida; thence along said plat the following four (4) courses and distances:

- (1) S18°43'40"E for a distance of 43.77 feet;
- (2) N89°09'33"E for a distance of 100.00 feet;
- (3) S0°50'27"E for a distance of 200.00 feet;
- (4) N89°09'33"E for a distance of 175.00 feet to the said West right of way line of Monte Drive; thence N0°50'27"W along said West line for a distance of 1055.26 feet to the Point of Beginning.

Containing 15.484 acres, more or less.

CURVE DATA

ID	RADIUS	DELTA	ARC
A	25.00	90°00'00"	39.27
B	25.00	90°00'00"	39.27
C	50.00	21°12'19"	21.85
D	50.00	34°19'39"	29.96
E	50.00	34°06'55"	29.77
F	50.00	35°12'32"	30.70
G	50.00	20°12'36"	17.64
H	25.00	90°00'00"	39.27
I	175.00	14°02'29"	14.36
J	175.00	22°20'29"	26.84
K	200.00	8°10'54"	9.68
L	225.00	15°41'18"	29.14
M	225.00	10°11'10"	40.00
N	225.00	9°25'28"	37.01
O	25.00	90°00'00"	39.27
P	325.00	4°17'02"	36.36
Q	325.00	9°32'21"	56.00
R	350.00	10°06'29"	58.39
S	375.00	10°40'44"	70.55
T	375.00	12°46'28"	81.49
U	35.00	84°02'07"	36.95
V	275.00	6°02'07"	28.91
W	275.00	12°47'18"	59.36

NOTE: SPOUNDERED (existing line)

ID	RADIUS	DELTA	ARC
X	25.00	24°17'23"	21.89
Y	50.00	34°19'39"	29.97
Z	50.00	32°58'04"	28.77
AA	50.00	14°02'03"	17.68
AB	50.00	14°02'03"	17.68
AC	325.00	7°03'32"	14.12
AD	325.00	7°03'32"	14.12
AE	325.00	7°03'32"	14.12
AF	325.00	7°03'32"	14.12
AG	325.00	7°03'32"	14.12
AH	325.00	7°03'32"	14.12
AI	325.00	7°03'32"	14.12
AJ	325.00	7°03'32"	14.12
AK	325.00	7°03'32"	14.12
AL	325.00	7°03'32"	14.12
AM	325.00	7°03'32"	14.12
AN	325.00	7°03'32"	14.12
AO	325.00	7°03'32"	14.12
AP	325.00	7°03'32"	14.12
AQ	325.00	7°03'32"	14.12
AR	325.00	7°03'32"	14.12
AS	325.00	7°03'32"	14.12
AT	325.00	7°03'32"	14.12
AU	325.00	7°03'32"	14.12
AV	325.00	7°03'32"	14.12
AW	325.00	7°03'32"	14.12
AX	325.00	7°03'32"	14.12
AY	325.00	7°03'32"	14.12
AZ	325.00	7°03'32"	14.12

- ### NOTES
1. For Declaration of Covenants, Conditions and Restrictions see ORS 12911530.
 2. See ORS 12911530 for the Articles of Incorporation of LAKE POINTE HOMEOWNERS ASSOCIATION.
 3. Tract Six-A and Tract "D" are hereby dedicated to the SUNTREE HOMEOWNERS ASSOCIATION to be used for drainage and utility purposes.
 4. An easement 5 feet in width is reserved along all rear lot lines for public utilities and drainage.
 5. An easement 5 feet in width is reserved along one side of certain lots, as shown on the attached plat, for maintenance of the building located on the adjacent lot and for the installation and maintenance of public utilities and drainage.
 6. For Joiner in Declaration see ORS 12911530.
- Reps: _____
7. A drainage and utility easement is hereby dedicated to Brevard County thru Tract Six and Tract "D". The only maintenance responsibility of Brevard County is to maintain flow.

- ### SURVEYOR'S NOTES
1. Easements are shown on the File Coordinate System.
 2. * denotes Permanent Control Point.
 3. * denotes Permanent Reference Monument.
 4. Building envelope location is per the Brevard County Planning and Zoning Department.
 5. Subject to a utility easement as described in Official Record Book 1445 of Page 116.

PLAT BOOK 31
AND PAGE 31

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named herein, being the owner in fee simple of the land, situated at LAKE POINTE SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT THREE AND TRACT SIX-A, hereby dedicates said lands and plat for the use and purposes therein expressed and dedicates all

and easements shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and by its corporate seal to be attested hereon on

By *[Signature]* Vice President

Attest *[Signature]*

Signed and attested in the presence of

[Signature] Notary Public, State of Florida

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, that on 5/10/84, 2:11 PM

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

[Signature] and

and respectively *[Signature]* President and

of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers thereof, in and who executed the foregoing Declaration and caused as such officers to be duly acknowledged, the foregoing Declaration to be signed and attested to by the officers named above and by its corporate seal to be attested hereon on

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature] Notary Public, State of Florida

My Commission Expires 12/31/85

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a duly licensed and sworn land surveyor, state hereby under oath, on or about 5/10/84, I have surveyed and located the plat of LAKE POINTE SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT THREE AND TRACT SIX-A, as shown on the foregoing plat, and that said plat is a correct representation of the lands therein described and plotted, and that the measurements thereon have been taken as shown thereon, and that the same are correct and true.

Witness my hand and seal on the above date.

[Signature] Notary Public, State of Florida

My Commission Expires 12/31/85

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on

the

approved the foregoing plat.

SEAL

ATTEST: MAYOR, CITY CLERK.

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that the Board of County Commissioners hereby accept of

use on this plat.

[Signature] Chairman of the Board

ATTEST: *[Signature]* Clerk of the Board

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on 5/10/84, 1:38 PM

the

the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

[Signature] Chairman of the Board

ATTEST: *[Signature]* Clerk of the Board

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, that on 5/10/84, 1:38 PM

the

the foregoing plat was approved by the Planning and Zoning Commission of Brevard County, Florida.

[Signature] Chairman of the Commission

ATTEST: *[Signature]* Secretary of the Commission

CLERK OF THE CIRCUIT COURT, in and for Brevard County, Fla.

D.C.

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAKE POINTE

THIS DOCUMENT contains certain covenants and restrictions made by THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, on April 20, 1984. THE DOUBLE H DEVELOPMENT CORP., is called the "Developer" in this document.

DEVELOPMENT PLAN

Suntree is a planned unit development (P.U.D.) located in Brevard County, Florida. The land plan for the Suntree property contemplates a variety of land uses including, without limitation: single family detached homes, cluster homes, townhomes, and condominium units. The land plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. Lake Pointe is a subdivision initially containing FIFTY FIVE (55) townhome lots and common properties in Suntree. The total projected number of lots in Lake Pointe is one hundred thirty two (132).

At the time of their development, each subdivision and condominium in Suntree is subjected to use restrictions and architectural controls. These use restrictions and controls are contained in a document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions", which is recorded in Official Records Book 2368, page 1026, of the public records of Brevard County, Florida, as amended from time to time (the "Master Covenants"). The Master Covenants provide for their enforcement by an overall master association. Each owner of a lot or unit in Suntree which has been subjected to the Master Covenants is a member of the master association.

In addition to the Master Covenants, other covenants and restrictions may be imposed on a subdivision or condominium by the developer of that condominium or subdivision. These covenants relate only to the particular subdivision or condominium and are generally enforced by a subdivision association.

The Lake Pointe subdivision will be encumbered by both the Master Covenants enforced by the master association and by covenants which pertain only to Lake Pointe that are enforced by a subdivision association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Phase I of Lake Pointe, which is described in Exhibit "A", to the covenants and restrictions contained in this document. This document is sometimes referred to as the "Covenants".

Developer declares that Phase I of the subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in Phase I of the subdivision after the recording of these Covenants in the public records.

NO OTHER PHASE OF THE SUBDIVISION IS SUBJECTED TO THESE COVENANTS AT THIS TIME AND NO OTHER LAND IS SUBJECT TO THESE COVENANTS.

This Instrument prepared by:
MAURICE B. GRALLA
GRALLA AND NORWICH
45 South Atlantic Ave.
Cocoa Beach, Fl

REC FEE	\$ 65.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	"C" INTANGIBLE & DOC
CHG	\$	STAMP TAXES SIGNED
ND	\$	

Rec'd Court Brevard Co Florida, *[Signature]*

Composite Exhibit
"3"

883605

RECORDED
APR 21 PM 3:52

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guests and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article. These words are capitalized when they appear in this document. When a capitalized word is encountered in this document reference should be made to this Article or page 1 of this document for the meaning of the word.

Section 2.1. Assessments. Annual, special, and insurance assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.2. Board of Directors. The Board of Directors of the Master Association.

Section 2.3. Common Property. Real or personal property, or interests in real or personal property, which is intended for the common use and benefit of all Owners. The Common Property to be deeded to the Subdivision Association at the time of the conveyance of the first Lot is described on the Plat.

Section 2.4. Lot. Each lot in the Subdivision, regardless of whether a dwelling has been constructed on such lot..

Section 2.5. Master Association. Suntree Homeowners Association, No. One, Inc., a Florida not for profit corporation.

Section 2.6. Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.7. Subdivision. This term shall mean all the property known as Phas I of Lake Pointe as described in Exhibit "A" and each subsequent phase of the property submitted to these Covenants by the Developer as provided in Section 6.9.

Section 2.8. Subdivision Association. Lake Pointe Homeowners Association, Inc., a Florida not for profit corporation.

Section 2.9. Townhome. The dwelling unit constructed on each Lot.

ARTICLE III

SUBDIVISION ASSESSMENTS

Section 3.1 General Purpose. The Subdivision Association is for the purpose of providing common services to Lot Owners, owning and maintaining grounds, swimming pool, landscaping on Lots and Common Property, providing enforcement of the Covenants, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, insurance on Townhomes, street lighting for Subdivision streets and collecting the Assessments payable to the Master Association. The Subdivision Association shall have the right to increase or reduce the services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners. Each owner is personally obligated for Assessments which come due during the time such Owner owns the Lot.

Section 3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally responsible for Assessments which fall due during the time such Owner owns the Lot. The personal obligation of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Lots are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Lot for unpaid Assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid. A properly executed certificate shall be binding on the Subdivision Association as of the date of its issuance. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid.

Section 3.3 Annual Assessments. The Subdivision Association shall fix the amount and the due date of the annual Assessment, the periods of collection, whether annually, semiannually, quarterly or monthly. Initially, annual Assessments shall be payable in equal monthly installments. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform. The initial annual Assessment for fiscal year 1984 shall be \$720.00.

Section 3.4. Date of Commencement of Annual Assessments. The annual Assessment for each Lot shall begin upon conveyance of the lot to a Class A Member. The first annual Assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by the Subdivision Association at the time of such conveyance.

Section 3.5 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be seven hundred twenty Dollars (\$720.00) per Lot.

3.5.1. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year not more than fifteen percent (15%) above the maximum Assessment for the prior year without a vote of the Members.

3.5.3. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above fifteen percent (15%), by a vote of two-thirds (2/3) of each class of Members.

3.5.3. The Subdivision Association shall fix the annual Assessment at an amount not in excess of the maximum. Notice of an increased Assessment will be given to the Owners at least thirty (30) days prior to its effective date.

Section 3.6. Special Assessments. The Subdivision Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the special Assessment is approved by a vote of sixty percent (60%) of the Owners.

Section 3.7. Classes of Special Assessments. There are two (2) classes of Lots for Special Assessment purposes:

a. Class I All Lots which have a Townhome constructed thereon which has been issued a certificate of occupancy.

b. Class II All Lots which are not Class I Lots.

Special Assessments for each Class shall be uniform. Special Assessments for each Class II Lot will be not more than twentyfive percent (25%) of the Assessment for Class I Lots.

Section 3.8 Insurance Assessment. So long as a blanket casualty insurance policy is maintained on the Townhomes, each Lot shall be liable for the prorata cost of insurance applicable to the Townhome constructed on the Lot, as determined by the insurance carrier in a fair and equitable manner. The Board of Directors of the Association shall fix the periods of collection of the insurance Assessment. The Assessment applicable to each Lot will be determined by the

PAGE
1533

OFF. REC.
2504

type of Townhome constructed on the Lot and will be the same for all Owners of Townhomes of the same type and location. The insurance policy to be provided by the Association will not insure Owner improvements to the Townhome, or any personal property. Each Owner will be provided a copy of the master policy to enable such Owner to obtain such additional insurance as such Owner desires. No Owner shall take or fail to take any action that will increase the rate of insurance on any Townhome or the Common Property. The liability for any additional insurance costs to the Association by reason of any such action or inaction shall be the sole responsibility of the Owner whose act or actions caused the increase.

Section 3.9 Effect of Nonpayment of Assessment: Remedies of the Subdivision Association. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of TwentyFive Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of Common Property or by abandonment of the Lot owned by such Owner.

Section 3.10. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date.

Section 3.11. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1 Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a nonresidential Owner, has the nonexclusive right to use Common Property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the nonexclusive and perpetual right of ingress and egress over and across any private roadways and parking areas shown on the Subdivision Site Plan. The rights are subject to the right of the Developer to install

and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association may create a disturbance or nuisance on any part of the Suntree community. The Developer shall have the right, but not the obligation, to control all types of traffic on the Common Property, including private roadways and parking areas, including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Developer may result in damage to the private roadways or parking areas. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the private roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct use by motorists or pedestrians upon any of the private roadways or parking areas. The Developer may relocate or close any part of the private roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping station, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County. An Owner may also use underground sprinkler lines on such Owner's Lot with the prior written consent of the Subdivision Association.

Each Lot Owner, by acceptance of such Owner's deed, grants to Lot Owners of the several adjoining Townhomes the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical and pipes under such Owner's Lot or in and through the Townhome roof and party wall, provided that use of this easement shall not damage or destroy any Lot or Townhome. Any damage to the Lot or Townhome caused by an Owner's use of this easement shall be restored at the expense of such Owner.

Section 4.4. Parking. The Owners of each Lot shall have one (1) designated automobile parking space as near and convenient to the Lot as reasonably possible. The Subdivision Association may assign additional parking spaces for each Lot on a fair and impartial basis or may designate the use of certain parking areas for the exclusive use of a particular group of Lot Owners, as the Subdivision Association deems advisable.

Section 4.5. Common Walls. Each Lot Owner, by acceptance of his deed, grants to each adjoining Lot Owner the right and easement to use the common wall shared by their Townhomes ("party wall") for any purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not injure the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall or another Townhome which is caused by his use of the party wall. If the party wall is destroyed, any Owner who has used the wall may restore it and the other adjoining Owner using the wall shall contribute to the cost of restoration in proportion to such use, except as provided in Section 3.11.

Section 4.6. Easements Across Adjacent Residential Parcels. As the nature of Townhome development necessitates the entry into adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Lot Owner, the Subdivision Association, and the Master Association, their agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1 Enforcement Rights. The Subdivision Association, its agents, or employees shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants including without limitation the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Association to enforce the provisions of these Covenants, the Association shall be entitled to recover its attorneys' fees if it is the prevailing party.

Section 5.2. Other Assessments. Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or Townhomes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3. Common Property Rights. The Subdivision Association shall have the right:

- 1) to adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners;

- 2) to charge nondiscriminatory and reasonable fees for the private use of any recreational facility;

3) to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

4) to convey or encumber any Common Property if authorized by two-thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.

5) to grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the Suntree community;

6) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and be enforceable as provided in Article III of these Covenants.

Section 5.4. Insurance Rights. The Owners recognize that each Townhome shares a party wall or walls with other Townhomes and that individual insurance policies may promote disputes between Owners and insurance carriers. Accordingly, the Subdivision Association shall obtain a blanket casualty insurance policy on all Townhomes in the Subdivision unless the Owners of two-thirds (2/3) of the Lots and all holders of first mortgages on the Lots in the Subdivision by written instrument properly executed, witnessed and acknowledged, elect to have each Owner provide separate insurance coverage on his Lot and Townhome. The casualty policy to be obtained by the Association will be paid for by insurance Assessments from the Owners as provided in Section 3.8:

ARTICLE VI

RIGHTS RESERVED BY DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephones poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers; irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer has granted to American Television and Communications, Inc., an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or

under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.7. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Common Property.

Section 6.8. Release of Restrictions, Easements. If a Townhome is erected, or the construction of the Townhome is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Townhome over the Lot line, or on the Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision. Nothing in this section shall be construed to conflict with any adopted ordinance of Brevard County.

ARTICLE VII

MASTER ASSOCIATION RIGHTS

Common areas in the Suntree Community are maintained by a Master Association. Members of the Master Association are Developer and homeowners in each subdivision and condominium in Suntree. The Master Association for the Suntree Community has certain powers, rights and duties with respect to the Subdivision and Suntree which are set forth in its Articles of Incorporation and By-Laws and in the Master Covenants. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes and other common areas to be used in common with all residents

of Suntree, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Suntree Master Covenants. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot in Suntree will be subjected to the Master Covenants as it is developed.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Duties and Powers of the Subdivision Association. Except for the initial construction of Townhomes and other improvements upon any Lot and improvements to the Common Property by Developer and except as otherwise provided in this document, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY TOWNHOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOT SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape devise or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the Townhome. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the Townhomes.

Section 8.2. Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- a. Be not less than 1/8" - 1' scale.
- b. Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- c. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

1. A landscape scheme;
2. A list of all plant stock included in the scheme;
3. The size of such stock at the time of planting;

The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Section 8.3. Maintenance of Townhomes and Lots.

a. All Lots, Townhomes and improvements on the Lots shall be maintained by the Owner, except as provided in this Section 8.3, in a neat and attractive condition. All landscaping, whether on Common Property or areas within the Lot but outside Lot courtyards, will be maintained by the Subdivision Association.

Any other maintenance to a Lot or Townhome except as provided above shall be the expense of the Owner of such Townhome and Lot. Such maintenance shall include all interior maintenance and the repair and replacement of all windows.

b. In the event of damage or destruction by fire or other casualty to the Townhome or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Townhome or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 8.4. Miscellaneous Use Restrictions.

a. No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Subdivision Association prior to construction. The Subdivision Association may require that the appearance, composition and color of any fence be consistent with fences around surrounding Townhomes.

b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association.

c. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so

placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be contained within the courtyard walls. No clothing or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot. Nothing herein contained shall be construed to conflict with Florida Statute 163.04.

d. No animals, except usual household pets, shall be kept on any Lot. The number of animals kept as pets other than fish (i.e. dogs, cats, reptiles) shall not exceed two (2) in any one household. Pets shall be kept only in the Townhome or within the fenced courtyard area. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. Pets will be permitted to relieve themselves only in designated areas. Owners will be required to clean up after any pet that relieves itself in any area other than a designated area.

e. No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

f. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

g. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. 'For Sale' signs shall not exceed four (4) square feet or be taller than thirty-six inches (36").

h. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

i. No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common

Property until the size, location, design and type of material for the box is approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to Townhomes, each Owner, on the request of the Subdivision Association, shall promptly replace the boxes previously employed for such purpose or purposes with wall receptacles attached to Townhomes.

j. No Townhome shall be leased or rented for a period of less than four (4) months.

k. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

ARTICLE IX UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by City of Cocoa for the Service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well should be permitted on any Lot.

Section 9.2. Sewage System. The central sewage system provided by Brevard County for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Brevard County. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Brevard County.

ARTICLE X GENERAL PROVISIONS

Section 10.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the president

and secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon affirmative vote of two-thirds (2/3) of the Owners' provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

Section 10.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, has caused these Covenants to be properly executed by its respective duly authorized officers, and recorded in the public records of Brevard County, Florida, this 20th day of APRIL, 1984.

Signed, sealed and delivered in the presence of:

Charles J. Puchta

Beverly A. Gallup

THE DOUBLE H
DEVELOPMENT CORP.

By Murray Cohen
VICE
Its President

Attest Donald R. Gurney
Its Secretary
ASST
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MURRAY COHEN and DONALD GURNEY, to me known to be the VICE-PRESIDENT and ASST SECRETARY respectively, of The Double H Development Corp., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

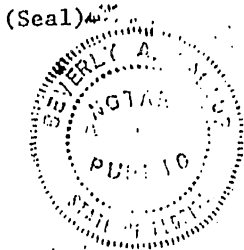
WITNESS my hand and official seal in the County and State aforesaid this 20th day of APRIL, 1984.

Beverly A. Gallup

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 15, 1985
Bonded 1100.00, 10/1/84, Insurance Co.



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EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Section 12, Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the Northeast corner of Tract Six-A according to the Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT ONE AND TRACT SIX-A as recorded in Plat Book 28 at page 61 of the Public Records of Brevard County, Florida, thence N 89° 10' 18" E, along the South line of the SW ¼ of the NW ¼ of said Section 12, for a distance of 1137.75 feet to the West right of way line of Waelti Drive as described in Official Records Book 1445 at page 116, of Public Records of Brevard County, Florida; thence S 00° 50' 27" E, along said right of way line, for a distance of 276.72 feet, thence S 89° 09' 33" W for a distance of 99.84 feet, thence S 63° 36' 43" W for a distance of 111.84 feet to a point on the arc of a curve, concave Westerly, having a radius of 125.00 feet, thru which a radial line bears N 82° 16' 28" E, thence Southerly, along the arc of said curve, thru a central angle of 6° 53' 04", for a distance of 15.02 feet to a point of tangency, thence the following nine (9) courses and distances

- (1) S 00° 50' 27" E, 30.03 feet, (2) S 89° 10' 18" W, 460.42 feet
- (3) S 56° 19' 58" W, 65.94 feet (4) S 59° 30' 36" E, 44.45 feet
- (5) S 56° 19' 58" W, 74.37 feet (6) S 33° 40' 02" E, 220.00 feet
- (7) S 49° 40' 49" E, 41.26 feet (8) S 63° 39' 33" E, 37.32 feet
- (9) S 42° 26' 50" W, 179.32 feet

to a point on the arc of a curve, concave Northeasterly, having a radius of 375.00 feet, thru which a radial line bears S 42° 26' 50" W, thence Northwesterly along the arc of said curve, thru a central angle 1° 39' 46", for a distance of 10.88 feet, thence the following four (4) courses and distances

- (1) S 44° 06' 36" W, 111.37 feet (2) N 44° 22' 26" W, 51.95 feet
- (3) N 33° 40' 02" W, 371.93 feet (4) S 88° 27' 31" W, 56.29 feet to

the Easterly most corner of lot 37 Block 7 of said Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT ONE AND SIX-A, thence along said Plat the following seven (7) courses and distances (1) N 14° 53' 58" W, 104.58 feet (2) N 01° 32' 15" W, 92.53 feet, (3) N 30° 30' 02" E, 72.95 feet to a point on the arc of a curve, concave Southwesterly, having a radius of 150.00 feet, thru which a radial line bears N 36° 12' 58" E, (4) thence Northwesterly, along the arc of said curve, thru a central angle of 35° 58' 18", for a distance of 94.17 feet (5) N 00° 14' 40" E, 50.00 feet (6) N 89° 45' 20" W, 6.80 feet (7) N 00° 14' 40" E, 213.99 feet to the Point of Beginning.

Containing 12.618 Acres, more or less

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LAKE POINTE

WHEREAS, THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, has heretofore executed and filed a certain Declaration of Covenants and Restrictions recorded in Official Records Book 2504, Pages 1530 through 1545 of the Public Records of Brevard County, Florida; and

WHEREAS, the aforementioned Declaration of Covenants and Restrictions provided that the scheme of the same may be extended to real property other than the real property specifically described therein by filing of records an Amendment to the Declaration of Covenants and Restrictions; and

WHEREAS, Developer desires to extend this scheme and operative effect of the aforementioned Declaration of Covenants and Restrictions to the real property described on Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of the premises, the Developer does by the execution and filing of this Amendment to the Declaration of Covenants and Restrictions extend the scheme and operative effect of that certain Declaration of Covenants and Restrictions filed in Official Records Book 2504, Pages 1530 through 1545 inclusive, Public Records of Brevard County, Florida, to the real property described on Exhibit "A" attached hereto and said real property is hereby made subject to each and every one of the provisions including but not limited to, the levy of assessments on said real property as set forth in said Declaration of Covenants and Restrictions as though said provisions were fully set forth herein and specifically stated herein, and each and every one of said provisions are hereby incorporated herein by reference to said Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, these presents have been executed this 9 day of December, 1985.

THE DOUBLE H DEVELOPMENT CORP.

By:

President

Attest:

Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9 day of December, 1985, by JEFFREY B. COHEN and MURRAY I. COHEN, President and Vice President respectively of THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, on behalf of the Corporation.

Notary Public, State of Florida

My Commission expires:

Notary

My Commission Expires June 29, 1989

Notary Public, State of Florida

GRALLA
AND NORWICH
ATTORNEYS AT LAW
45 SOUTH
ATLANTIC AVENUE
POST OFFICE BOX 606
COCOA BEACH, FLORIDA
32931

THIS INSTRUMENT PREPARED BY:
Maurice B. Gralla, Esq.
P. O. Box 606
Cocoa Beach, FL 32931

9.00
TFC FEE \$ _____
DUE ST \$ _____ INDICATED FOR CLASS
INT TAX \$ _____ TANGIBLE & DOC
SER. CHG \$ _____ STAMP TAXES SIGNED
REFUND \$ _____
Cash Cert Cont. Brevard Co. Funds

117708

1985 DEC 11 PM 2:47

EXHIBIT "A"

Legal Description

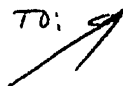
Lots 1-7, Block 1; Lots 1-17, Block 2; Lots 15-30, Block 4; Lots 1-3 and 31-37, Block 5; Lots 13-39, Block 6; Tract D according to the Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT SIX, UNIT THREE AND TRACT SIX-A, as recorded in Plat Book 31 at Page 37 of the Public Records of Brevard County, Florida.

Together with

A portion of Section 12, Township 26 South, Range 36 East, Brevard County, Florida being the North 40 feet of Lot 19, Block 4; according to the Plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT FOUR, as recorded in Plat Book 25 at Page 1 of the Public Records of Brevard County, Florida.

Prepared by and return to: Maurice B. Gralla, Esq.
Post Office Box 606
Cocoa Beach, Florida 32931

RECORDED
INDEXED

RETURN TO: 

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LAKE POINTE

WHEREAS, THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, has heretofore executed and filed a certain Declaration of Covenants and Restrictions recorded in Official Records Book 2504, Pages 1530 through 1545 of the Public Records of Brevard County, Florida; and

WHEREAS, the aforementioned Declaration of Covenants and Restrictions provided for the amendment of said Declaration of Covenants and Restrictions;

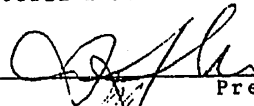
NOW, THEREFORE, the Developer does by the execution and filing of this Amendment to the Declaration of Covenants and Restrictions amend Paragraph 2 of Page 1 of that certain Declaration of Covenants and Restrictions filed in Official Records Book 2504, Pages 1530 through 1545 inclusive, Public Records of Brevard County, Florida, to read as follows:

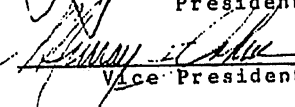
Suntree is a planned unit development (P.U.D.) located in Brevard County, Florida. The land plan for the Suntree property contemplates a variety of land uses including homes, townhomes, and condominium units. The land plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. Lake Pointe is a subdivision initially containing FIFTY-FIVE (55) townhome lots and common properties in Suntree. The total projected number of Lots in Lake Pointe is one hundred thirty-three (133).

Further, the Developer does by the execution and filing of this Amendment to the Declaration of Covenants and Restrictions amends the first Amendment to Declaration of Covenants and Restrictions for Lake Pointe by substituting the attached Exhibit "A" for the Exhibit "A" which was recorded in Official Records Book 2656, Page 0307, of the Public Records of Brevard County, Florida.

21 IN WITNESS WHEREOF, these presents have been executed this day of February, 1986.

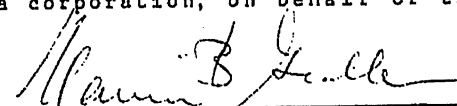
THE DOUBLE H DEVELOPMENT CORP.

By:  President

Attest:  Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 21st day of February 1986, by JEFFREY B. COHEN and MURRAY I. COHEN, President and Vice President respectively of THE DOUBLE H DEVELOPMENT CORP., a Florida corporation, on behalf of the Corporation.


Notary Public, State of Florida

My Commission expires:

Notary Public, State of Florida
My Commission Expires March 8, 1988
Bonded by American Bar & County, Inc.

OFF REC
2676

1450

150204

1986 FEB 27 PM 4:11

EXHIBIT "A"

Legal Description:

Lots 1-7, Block 1; Lots 1-17, Block 2; Lots 15-37, Block 4; Lots 1-3, Block 5; Lots 13-20 and 24-39, Block 6; of LAKE POINTE, SUNTREE PLANNED UNIT DEVELOPMENT, STAGE TEN, TRACT SIX, UNIT THREE AND TRACT SIX-A, according to the plat thereof as recorded in Plat Book 31, Page 37, of the Public Records of Brevard County, Florida,

Together with

A portion of Section 12, Township 26 South, Range 36 East, Brevard County, Florida being the North 40.00 feet of Lot 19, Block 4; according to the plat of SUNTREE PLANNED UNIT DEVELOPMENT STAGE TEN, TRACT FOUR, as recorded in Plat Book 25, Page 1, of the Public Records of Brevard County, Florida.

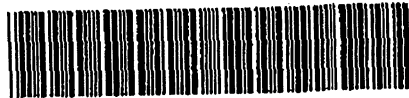
OFFICE REC'D

2676

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1451

Return to:
Lake Point Homeowners' Assoc.
P.O. Box 410103
Melbourne, FL 32940



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OR Book/Page: 3562/ 2508

**BY-LAWS
OF
LAKE POINTE HOMEOWNERS' ASSOCIATION, INC.**

*A Corporation Not for Profit
Under the Laws of the State of Florida*

Sandy Crawford
Clerk Of Courts, Brevard County

#Pgs: 9	#Names: 2	
Trust: 5.00	Rec: 37.00	Serv 0.00
Dead: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

These are the By-Laws of The **LAKE POINTE HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Florida.

**ARTICLE I
ASSOCIATION**

Section 1.1 Office The office of the Association shall be at 6939 North Wickham Road, Melbourne, FL 32940, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration of Covenants and Restrictions for Lake Pointe recorded in Official Records Book 2504, Pages 1530 through 1545 inclusive, ORB 2656, Pages 306 and 307 and ORB 2676, Pages 1450 and 1451, of the Public Records of Brevard County, Florida (the "Covenants") shall have the same meanings when used herein.

**ARTICLE III
MEMBERSHIP**

The members of the Association shall be those persons described in Article V of the Articles of Incorporation.

**ARTICLE IV
VOTING RIGHTS**

The membership shall have the voting rights set forth in Article V of the Articles of Incorporation.

**ARTICLE V
BOARD OF DIRECTORS**

Section 5.1 Selection: Terms of Office. The Board of Directors shall be elected at the time set forth in Section 5.2 and in the manner set forth in Article VI of these By-Laws.

Section 5.2. Election of Directors As provided in Article V of the Articles of Incorporation, the Board of Directors shall be determined in the following manner:



CFN 96065379

OR Book/Page: 3562/ 2509

By-Laws
Page 2

5.2.1 The incumbent Board of Directors shall hold office until the election of their successors.

5.2.2 There shall be elected in the manner set forth in Article VI of these By-Laws nine (9) Directors. Directors shall be elected for a three year term of office. Three (3) of such Directors shall be elected every year.

Section 5.3. Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors; any such appointed Director to hold office until his successor is elected by the Members, who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI
ELECTION PROCEDURE

Section 6.1 Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2 Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Members shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the Members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election.

Nominations for the Board of Directors may be made from the floor at the consent of the nominee at any meeting held for the election of Directors.

Section 6.3 Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated for such vacancies.

Section 6.4 Voting Procedures. The member designated by the Owners of a Lot to cast the vote for the Lot shall receive the ballot for such Lot at or prior to the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consist of three (3) Members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall:

6.4.1. Establish that the number of ballots turned in by each member correspond with the number of Lots owned by such member or his proxy identified on the ballot.

6.4.2. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these By-Laws and that such proxy is valid.



CFN 96065379

OR Book/Page: 3562/ 2510

By-Laws
Page 3

The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the election shall be announced at the annual meeting and, if desired by the Board, by written announcement to the members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

SECTION 7.2. Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these By-Laws shall become operative.

SECTION 7.3. DUTIES. It shall be the duty of the Board of Directors:

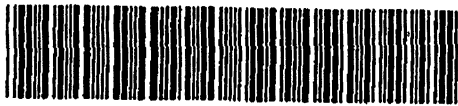
7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2. To supervise all officers, agents and employees of the Association.

7.3.3. To fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date of any payment of such Assessment is due.

7.3.4. To prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send first written notice of each Assessment to every new member.

7.3.5 To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment which is stated to have been paid.



CFN 96065379

OR Book/Page: 3562/ 2511

By-Laws
Page 4

7.3.6 To obtain and maintain a liability insurance policy for the protection of the Association covering the Common Property and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7 To make available to owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

7.3.8 To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding fiscal year.

7.3.9 To make, amend, and rescind from time to time operating rules for the Common Property and the Association and to assess fines for violation of the Covenants and the operating rules.

ARTICLE VIII **DIRECTORS' MEETINGS**

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice Notice of regular meetings of the Board of Directors is required a minimum of 48 hours in advance of the meeting.

Section 8.3. Executive Meetings. Executive meetings of the Board of Directors shall be held when called by any director after not less than forty-eight (48) hours notice to each Director

Section 8.4. Waivers, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and notice, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.



ARTICLE IX OFFICERS

Section 9.1. Officers. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President shall be a Member of the Board of Directors.

Section 9.2. Majority Vote. The Officers shall be chosen by majority vote of the Directors at the first regular meeting of the Board of Directors following the annual meeting.

Section 9.3. Term. All officers shall hold office at the pleasure of the Board of Directors.

Section 9.4. Resignation and Removal of Officers. If any officer elects to resign the officer duties, a director shall be chosen by majority vote of the Board to replace the officer. Any officer may be relieved of their duties by a majority vote of the Board of Directors.

Section 9.5. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

Section 9.6. Vice President. The Vice President shall perform all the duties of the President in his/her absence.

Section 9.7. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He/she shall keep the records of the Association. He/She shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.8. Treasurer. The Treasurer shall coordinate the following:

- a. Receiving and depositing, in appropriate bank accounts, all monies of the Association,
- b. disbursement of such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board,
- c. proper books of account and cause an annual audit of the Association's books to be made at the completion of each fiscal year,
- d. prepare the annual budgets and an annual balance sheet statement, and
- e. budget and balance sheet statement shall be presented to the membership at its regular annual meeting.



CFN 96065379

OR Book/Page: 3562/ 2513

By-Laws
Page 6

ARTICLE X
COMMITTEES

Section 10.1. Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors. The standing committees may be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2. Review of Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI
MEETING OF MEMBERS

Section 11.1. Annual Meeting. The regular annual meeting of the Members shall be held at 7:00 P.M. The place and date of the annual meetings shall be determined by the Board of Directors.

Section 11.2. Special Meetings of Members. Special meetings of members may be called by any officer of the Board of Directors or by any two (2) or more members of the Board of Directors, or upon the written request of the members who have the right to cast one fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Members shall be posted in a conspicuous location at least 48 hours in advance of said meeting. Notice of any special meeting shall set forth in general the nature of the business to be transacted.

Section 11.4. Quorum. The presence, at the meetings of Members entitled to cast, or of proxies entitled to cast, of one fifth (1/5) of the membership shall constitute a quorum for any actions governed by these By-Laws unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these By-Laws.

ARTICLE XII
PROXIES

Section 12.1. Form Of Vote. At all meetings, each member entitled to vote may vote in person or by proxy.

Section 12.2. Proxies. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of ninety (90) days, and every proxy shall automatically cease if the person granting the proxy ceases to be a member.



ARTICLE XIII LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Section 13.1. Any condemnation or casualty loss that affects either a material portion of the project or the Lot and dwelling securing it's mortgage.

Section 13.2. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 13.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners' association.

Section 13.4 Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XIV INSURANCE AND FIDELITY BONDS

To the extent that coverage is available and required, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

ARTICLE XV RESERVES

Section 15.1 Reserves for Replacement. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas equal to a minimum sum of two (2) months assessments for each lot. The fund is maintained out of regular assessments for common expenses.

Section 15.1 Working Capital. A working capital fund is required. Each Lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in an account for the use and benefit of the Association. The purpose of the fund is to insure that the Association will have cash available to meet expenditures or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.



CFN 96065379
OR Book/Page: 3562/ 2515

By-Laws

Page 8

ARTICLE XVI
INSPECTION OF BOOKS AND PAPERS

The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member and holders of any first mortgage on any lot.

ARTICLE XVII
PARLIAMENTARY RULE

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

ARTICLE XVIII
AMENDMENTS

These By-Laws may be amended by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XIX
CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

(These By-Laws were successfully amended by the property owners of the Lake Pointe Subdivision on February 29, 1996 and are to be recorded in the Public Records of Brevard County.)

By-Laws

Page 9

These By-Laws were successfully approved and adopted by the property owners of the Lake Pointe Subdivision on February 29, 1996 and are to be recorded in the Public Records of Brevard County.

Robert Blanton Witness

Gwendolyn J. Heller
Gwendolyn J. Heller, President

Alfred Foster Witness

State of Florida

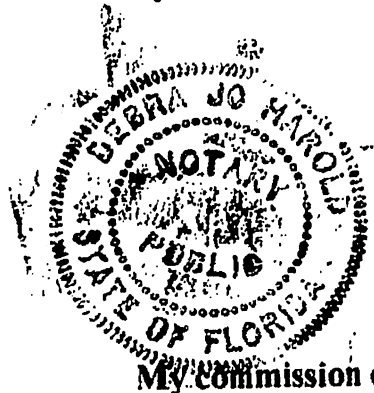
County of Brevard



CFN 96065379

OR Book/Page: 3562 / 2516

The foregoing instrument was acknowledged before me this 2nd day of April, 1996 by Gwendolyn J. Heller, President, who is personally known to me and who did not take an oath.



My commission expires:

[Signature]

Notary Public



DEBRA JO HAROLD

NOTARY PUBLIC COMMISSION EXPIRES

APRIL 1, 1998

1000 N. W. 10TH AVE., SUITE 100, FT. LAUDERDALE, FL 33311

Notary Name printed, typed or stamped

NC3570

ARTICLES OF INCORPORATION
OF
LAKE POINTE HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I
NAME

The name of this corporation is LAKE POINTE HOMEOWNERS ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
DEFINITION

All Terms defined in the Declaration of Covenants and Restrictions for Lake Pointe recorded in Official Records Book 2504, Page 1530 through 1545 inclusive, of the public records of Brevard County, Florida (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
PRINCIPAL OFFICE AND AGENT

The principal place of business and initial registered office of the Association is 45 South Atlantic Avenue, Cocoa Beach, Florida, 32931. The registered agent of the Association is Maurice B. Gralla.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2. The objects and purposes for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including without limitation those services and functions described in the Declaration.

4.2.2. To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under these Articles and the By-Laws of the corporation.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

ARTICLE V MEMBERS

Section 5.1. The members of this Association shall consist of all owners of record title to Lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision, shall also be members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3. The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Lots.

Class B member shall be the Developer.

The Class B membership shall terminate as such time as (a) the then Class B member so designates in writing delivered to the Corporation, (b) when ninety-nine (99) Lots are owned by persons other than Developer, or (c) five (5) years after conveyance of the first Lot to a Class A member, whichever shall first occur.

Each Lot shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot. In the

event of a disagreement among such persons and an attempt by (2) or more of them to cast the vote of such Lot, such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates, as provided herein, the Class B member shall be vested with the sole voting rights in the Association on all matters, except such matters as to which the Declaration, these Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A members.

ARTICLE VI TERM

This Corporation shall exist perpetually.

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than nine (9) Directors. The first Board of Directors shall consist of three (3) members. The Board of Directors shall be elected by the members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

- (1) Murray I. Cohen
105 Autumn Drive
Longwood, Florida
- (2) Jeffery B. Cohen
305 Magnolia Lake Drive
Longwood, Florida
- (3) Maurice B. Gralla
8498 Ridgewood Avenue
Cape Canaveral, Florida

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII OFFICERS

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

- | | | |
|-----|-------------------|------------------------------|
| (1) | Murray I. Cohen | President |
| (2) | Jeffery B. Cohen | Vice President and Treasurer |
| (3) | Maurice B. Gralla | Secretary |

ARTICLE IX INDEMNIFICATION

Section 9.1 Third Party Actions. 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 completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action

by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he 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 his conduct was unlawful.

Section 9.2 Derivative Actions. 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 completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses including attorneys' fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed

and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more nonprofit Associations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

ARTICLE XI AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XII BY-LAWS

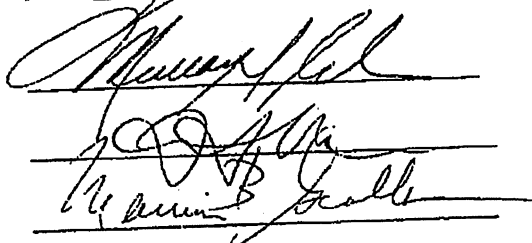
The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended, or recinded as provided in the By-Laws.

ARTICLE XIII SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

- (1) Murray I. Cohen
105 Autumn Drive
Longwood, Florida
- (2) Jeffery B. Cohen
305 Magnolia Lake Drive
Longwood, Florida
- (3) Maurice B. Gralla
8498 Ridgewood Avenue
Cape Canaveral, Florida

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 5th day of June, 1984.



FILED
1984 JUN 11 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned Notary Public, in and for said County and State, personally appeared MURRAY I. COHEN, JEFFERY B. COHEN and MAURICE B. GRALLA, who are known to me and who, after being first duly sworn, deposed under oath and said that the foregoing Articles of Incorporation were prepared under their direction and that they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal this 5th day of June, 1984.

Mary A. Lovelace
NOTARY PUBLIC
My Commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 27, 1987

FILED
JUN 11 PM 12:20
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated non-profit corporation, at the place designated in Article III of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

DATED this 5th day of June, 1984.

Maurice B. Gralla
MAURICE B. GRALLA
Registered Agent