

ARTICLES OF INCORPORATION
OF
COUNTRY OAKS H.O.A., INC
(A Corporation Not For Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify the following as the Articles of Incorporation of such corporation:

ARTICLE I
NAME

The name of the corporation shall be COUNTRY OAKS H.O.A., INC , hereinafter sometimes referred to as the "Association", or the "Corporation."

ARTICLE II
PRINCIPAL OFFICE

The initial principal office of the Association will be located at
512 Carley La.. Cocoa Fl. 32926

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

Dennis Chambers
512 Carley La..
Cocoa Fl. 32926

ARTICLE IV
PURPOSE

A Certain Declaration of Covenants and Restrictions for County Oaks (the "Declaration") either now has or will be imposed upon certain lands in Brevard County, Florida by Country Oaks, Llc., a Florida corporation ("Declarant"). The Declaration shall, among others things, establish and designate that the lands shall be know as ("Country Oaks"). All terms used herein which are defined in the Declaration shall have the same meaning herein as therein. This Association is organized to serve as the instrumentality of property owners in Country Oaks for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of Country Oaks for the benefit of all owners thereof; of providing and promoting recreational activity within Country Oaks through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of said land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all power and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its By-Laws, these Articles of Incorporation, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in this corporation's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use convenience and enjoyment of its members as it may deem proper.

ARTICLE V
POWERS

The powers of the corporation shall include and be governed by the following provisions:

1. The Association shall operate, maintain, and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stromwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

COUNTRY OAKS H.O.A., INC.,
RULES AND REGULATIONS

The following set of rules and regulations shall be adhered to by each homeowner, lessee, their houseguests or visitors:

1. No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

2. No owner may permit more than two (2) pets to be kept, for any length of time, on the Country Oaks property. Pets are defined as domestic dogs and cats, all of which must have valid tags and current vaccination for rabies. Any pet, which is found to be a nuisance, shall be removed from the Country Oaks property. Pets shall be kept on a leash and under the control of the owner at all times. Owners are required to clean up after the pet; I order to properly maintain the common property. Offensive pets may be removed by the Association after notice to the owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys fees.

3. Pets shall be on a leash at all times. Dogs shall not be walked on grass other than immediately surrounding the owner's courtyard. Pets found running loose shall be reported to the City of Cocoa and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If, after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violations, the Association shall have the right to impose a fine of fifty dollars (\$50.00) on said owner. The fifty dollars (\$50.00) shall be deposited to the general maintenance account of the Association. In the event that the fifty dollar (\$50.00) fine is not promptly paid, then the Association shall also have the right to seek appropriate legal action against the said owner in order to obtain payment of the fifty dollar (\$50.00) fine and, in addition, shall be entitled to a judgment for all fees and costs incurred in such action.

4. All units surrounding courtyards and common properties shall be kept free of trash, garbage, debris or other personal property. Fenced in courtyards shall be maintained in a neat and sanitary condition at all times. All garbage, except newspapers, must be placed in plastic bags and tied securely before placing in the large lane dumpster. All cuttings shall be disposed of properly by placing them on the side of the dumpster, with our obstructing access to the dumpster. Cuttings must be in sections no larger than four (4) feet and the Association office should be notified anytime cuttings are left for pickup. Recyclable must be placed in yellow and green bins. Boxes must be broken down before being placed in recycling containers. Large objects or bulk items to be disposed of are the responsibility of the resident. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In no event shall trash be placed outside of the trash receptacles. Except during pickup, when receptacles must be placed at the curb, all receptacles shall be kept within an enclosure.

5. Outdoor grills or outdoor cooking appliances of any type shall be kept in rear of dwelling.

6. No clothes lines or outside drying areas shall be allowed in Country Oaks and no clothes or similar articles shall be hung on balconies or outdoors for any purposes whatsoever, except within owner's courtyard below height of fence.

7. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. It is permissible to store bicycles in owner's courtyard. In the event that such items are impounded by the Association, the homeowner will be assessed a fee of \$5.00 for their release.

8. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.

9. Owners and lessees shall be held responsible by the Association for all property damage to common areas.

10. No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard, or in the windows of the dwelling, or in any of the common areas.

11. Owners may install hurricane shutters, however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter.

12. All "guest parking spaces", that is, all parking spaces not part of a unit or exclusive use area, may be used by any guest on a non-assigned basis.

13. Country Oaks may construct and maintain models and a sales agency office together with a sign or signs at locations of its choosing in Country Oaks until such time as all of the units have been conveyed by Country Oaks Corporation. The sales office may be located on the Common Property. Minimal equipment may be stored on vacant lots controlled by developer.

14. Any guest who occupies a unit overnight, at a time when the owner is not present must register in and out with the Association.

15. No unit shall be used or occupied for any purpose other than residential.

16. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

17. No noxious or offensive activity shall be carried on in Country Oaks nor shall anything be done on it that may be or may become an annoyance to the neighborhood.

18. No livestock, poultry or wild animals of any kind shall be raised, bred or kept by any owner.

19. Unless prior written approval has been obtained from the Association, no exterior electronic antenna or serial of any kind may be erected or maintained in Country Oaks.

20. No weeds, underbrush or other unsightly growths shall be permitted and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere in Country Oaks.

21. No easements shall be granted by any owner without express written approval of the Association.
22. Vehicles shall be permitted to park on-street in addition to service vehicles.
23. Parks and Recreational Areas:
 - a) The recreational facilities are for the exclusive use of the owners and their guests if accompanied by the owners.
24. Permanent shutters may be installed for the protection of the operating glass doors. The style, type and color of these shutters must receive prior approval of the Homeowners Association.
25. Fencing will be white or beige PVC type. Fencing is to be installed in rear lot locations starting at the rear wall of garage to rear lot line for both Multi Family and Single Family Homes.
26. Roof shingle color shall be green and consistent with the adjoining unit in the townhomes and single family homes.

All of the above rules and regulations may be changed from time to time by the Association as is deemed necessary.

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of these Articles and, in addition, all the powers set forth in the Declaration, which are not in conflict with applicable law.

2. The corporation shall have all the powers reasonably necessary to implement the purposes of the corporation, including but not limited to the following:

- a. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate For public use or otherwise dispose of real or personal property in connection with the affairs of the corporation, in accordance with the Declaration.
- b. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To borrow money, and with the consent of two-thirds (2/3) of the members, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- e. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.
- f. Maintain the Association property pursuant to the Declaration.
- g. To reconstruct improvements upon its property after casualty, and to further improve the property.
- h. To promulgate and amend rules and regulations with respect to the use of its property.
- i. To enforce, by legal means, the provisions of the Declaration, as the same may be amended from time to time.
- j. To enforce, by legal means, the provisions of these Articles, the By-Laws of the corporation and the rules regulations for use of the property.
- k. To employ such personnel to perform the services required for proper management of the Association.

ARTICLE VI
MEMBERS AND VOTING RIGHTS

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

1. Until such time as the Declaration shall be recorded among Public Records of Brevard County, Florida, the membership of this corporation shall be comprised of the Subscribers of these Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one (1) vote on all matters in which the membership shall be entitled to vote. Homeowner association dues must be current and up to date in order to vote on association matters.

2. After the recording of the Declaration, the owners of each Unit subjected to the Declaration (including the Declarant and contract sellers) shall automatically become members of the Association upon acquisition of a fee simple title (or in the case of the Declarant, upon the filing of the Declaration) to any unit subjected to the Declaration, by the filing of record therefore a deed in the office of the clerk of the Circuit Court in and for Brevard County, Florida, evidencing such ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon the recording of the Declaration, the Subscribers who are members of the corporation by virtue of Paragraph 1 above, shall no longer be members by virtue of Paragraph 1.

3. Declarant has reserved the right to submit additional property to the Declaration and upon the submission of property to the Declaration, and to designate the basis of ownership therein which may give rise to additional membership in the Association.

4. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record his fee simple interest in the Unit upon which automatic membership is based or his interest is transferred and/or conveyed by operation of law, at which time the membership (with respect to the Unit conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to the Declaration.

5. The interest of member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as in appurtenance to his Unit. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the By-Laws which shall be adopted.

6. Each member of the Association shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. When more than one person holds such interest in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Unit.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board"). Until such time as the Declarant, its successors or assigns, transfers and conveys of record all property subject to the Declaration, the Board shall consist of three (3) persons, and the Declarant shall have the right to appoint all members of the Board. No Directors appointed by the Declarant need be members of the Association. As the annual meeting next succeeding the date upon which the Declarant transfers and conveys of record the last of the property owned by it, as set forth hereinbefore, the membership of the Association shall elect the directors as provided in the By-Laws. Thereafter, succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-Laws of the Association, as the same shall be constituted from time to time.

The names and post office addresses of the persons who will serve as Directors until the first annual election meeting of members or until their successors are appointed or elected and qualify as follows:

ARTICLE VIII
OFFICERS

The officers of the corporation shall be elected by the Board of Directors, in accordance with the By-Laws of the corporation and, under the direction of the Board, shall carry out those duties assigned to them by the By-Laws. The offices shall consist of a President, a Vice President, a Secretary, and a Treasurer. In addition, the Directors may provide for such agents, supervisory personnel or employees of the corporation as they shall see fit, none of whom need be members of the corporation. Commencing with the first regular meeting of the Board of Directors, officers will be elected annually to hold office until the next annual meeting of the Board or until their successors are elected and qualified. The names of the officers who are to serve at the pleasure of the Declarant until the first election by the Board are as follows:

Until such time as Declarant, Its successors or Assigns, transfer and convey of record all property subject to the Declaration, no officer need be a member of the Association. Therefore, all officers must be members of the Association.

ARTICLE IX
DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, other than incident to a consolidation or merger, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. There shall be dedicated to any applicable municipal or other governmental authority any property determined by the Board of Directors of the Association to be appropriate for such dedication, provided the authority is willing to accept the dedication.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

The Association may be dissolved upon resolution to that effect being recommended by all of the members of the Board of Directors, and, if such decree be necessary as the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by all of the voting rights of the Association's members.

3. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE X
BY-LAWS

The original By-Laws of this Association shall be adopted by the Board of Directors of the Association, and thereafter the By-Laws may be amended, altered or rescinded by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by a two thirds (2/3) vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting. Notice may be waived by any member. Any member of the corporation may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting. Notwithstanding the foregoing, so long as Declarant is the owner of any property affected by the Declaration or amendments there, or is entitled to appoint the Board of Directors of the Association, no amendment to the By-Laws will be effective without Declarant's express written joinder and consent.

No amendment shall be made to the By-Laws that is in conflict with the Articles of Incorporation or the Declaration. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed.

ARTICLE XI
PROHIBITION AGAINST ISSUANCE OF STOCK
AND DISTRIBUTION OF INCOME

This corporation shall never have or issue any shares of stock nor shall this corporation distribute any part of its income, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, directors or officers for services rendered; nor shall anything herein be construed to prohibit the corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011, Florida Statutes.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties, provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void, or avoidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because the officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that the director or officer may be interested in any such contract or transaction.
2. Interested officers and directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV
SUBSCRIBERS

The name and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

Country Oaks H.O.A. Inc.
512 Carley La.
Cocoa Fl. 32923

ARTICLE XIII
AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of two-thirds (2/3) of the members of this Association present at any meeting of the members of the Association called at least in part to consider such amendment, or approved in writing by the members of this Association having not less than two-thirds (2/3) of the total membership vote; provided, however, that so long as Declarant is owner of any unit or any property affected by the Declaration or any amendment thereto or is entitled to appoint the Board of Directors of the Association, no amendment to these Articles of Incorporation will be effective without Declarant's express written joinder and consent.

ARTICLE XIV
DURATION

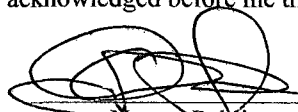
The term of the Association shall be perpetual.



IN WITNESS WHEREOF, we have hereunto set our hands and seals at Cocoa, Brevard County, Florida, this 4th day of NOVEMBER, 2014.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this day of 4th
NOVEMBER, 2014 by


Notary Public
State of Florida at Large



My Commission expires:

BY-LAWS
OF
COUNTRY OAKS H.O.A., INC.,

ARTICLE I. – IDENTITY

1. The name of this corporation is COUNTRY OAKS H.O.A., INC , hereinafter referred to as the “Corporation” or “Association”.
2. The principal office of the Corporation is located within Country Oaks.
3. The fiscal year of the Corporation shall be the calendar year, or such other fiscal year as shall be adopted by the Board of Directors.
4. The seal of the Corporation shall bear the name of the Corporation, the word “Florida”, the words “Corporation Not for Profit”, and the year of incorporation, an impression of which is as follows:
5. As used herein, terms defined in the certain Declaration of Covenants and Restrictions for Country Oaks (the “Declaration”) shall mean the same herein.

ARTICLE II. – PURPOSES

This Corporation is organized to serve as the instrumentality of property owners in Country Oaks for the purpose of controlling and regulating use of the amenities therein, of promoting, assisting, and providing adequate and proper maintenance of Country Oaks for the benefit of all owners therein; of providing and promoting recreational activity within Country Oaks through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation and these By-Laws, and the Declaration, to acquire, hold, convey and otherwise deal with real and/or personal property in this corporation’s capacity as a property owners association, and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

ARTICLE II – DIRECTORS AND OFFICERS

A. Directors

1. The affairs of the Corporation shall be managed by a Board of Directors. Until such time as Country Oaks Corporation, a Florida corporation (the “Declarant”), its successors or assigns, transfers and conveys of record all property subject to the Declaration, including such additional property as may subsequently be subjected to the Declaration, the Board shall be composed of three (3) persons, the Declarant shall have the right to appoint and remove at will all members of the Board of Directors.
2. Until such time as Declarant, its successors or assigns, transfer or conveys of record all property subject to the Declaration, including such additional property as may subsequently be subjected to the Declaration, no action of the Board of Directors shall be valid until approved by Declarant. Upon the approval of an action or resolution by the Board of Directors, the Board of Directors shall forthwith submit its action or resolution in writing to Declarant and Declarant shall approve or disapprove such action or resolution within twenty (20) days, and in the event Declarant fails to act within such time period, such action or resolution shall be deemed approved by Declarant.
3. At the first annual meeting of members immediately succeeding the date upon which Declarant, its successors or assigns, transfers and conveys of record all property subject to the Declaration, the Board of Directors shall be increased to seven (7) persons. Four (4) directors shall be elected for terms of one year each, with their terms expiring at the next succeeding annual meeting, and three (3) directors shall be elected for term of two years each, with their terms expiring at the second succeeding annual meeting. At each succeeding annual meeting thereafter, directors shall be elected for terms of two years, to succeed those whose terms expire at that meeting.
4. Directors shall be elected as follows: Nominations shall be made from the floor. The election shall be by writing ballot (unless dispensed with by unanimous consent) and by a ability of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.
5. There shall be no cumulative voting.
6. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, except as otherwise provided herein.

7. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the director at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

8. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

9. Until such time as Declarant, its successors or assigns transfers and conveys or record all property subject to the Declaration, no director or officer need be a member of the Association. Thereafter, all directors and officers must be members of the Association.

B. Officers

The executive officers of the Corporation shall be: a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by Declarant or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Declarant retains the right of appointment of the Board of Directors, no officer appointed by the Board shall serve the Corporation until such time as Declarant approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Declarant. Declarant shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Declarant fails to act within such time period, such failure shall be deemed approval by Declarant.

C. Resignation, Vacancy, Removal

Any director or officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Declarant until such times as Declarant transfers and conveys of record all property subject to the Declaration, including such additional property as may subsequently be subjected to the Declaration. Subsequent to the annual meeting of the members next succeeding the date upon which Declarant transfers and conveys of record the last of the property owned by it, as set forth hereinabove, a vacancy occurring on the board of Directors shall be filled by the remaining members of the Board of Directors at their meeting by electing a person who shall serve until the next annual meeting of members.

When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Declarant has or retains the right of appointment of the Board of Directors, no officer appointed hereunder shall serve the Association until such time as Declarant approves the appointment. Upon the appointment of an officer by the Board of Directors pursuant to this provision, the Board of Directors shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Declarant and Declarant shall approve or disapprove said officer or officers, within twenty (20) days after receipt of said name or names, and in the event Declarant fails to act such time period, such appointment shall be deemed approved by Declarant.

Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer of director may be removed with or without cause, and for any reason, upon a petition in writing by a majority of the members of this Association approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3rds) vote of the membership, provided, however, that removal without cause, by a vote of the membership shall not apply so long as Declarant has the right to appoint the members of the Board of Directors. The petition calling for the annual of such officer or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard. In addition, during the period of time during which Declarant has or retains the right of appointment of the members of the Board of Directors, any officer or member of the Board of Directors may be removed with or without cause by Declarant at its discretion.

ARTICLE IV – POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Corporation shall have all powers granted to it by law, the Declaration, the Articles of Incorporation and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law, the powers of the Corporation shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration.
2. The power to levy and collect general assessments, special assessments, and individual assessments.
3. The power to expend monies collected for the purpose of paying the expenses of the corporation.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Corporation's property.
5. The power to insure and keep insured the buildings and improvements of the Corporation and the individual residential units.
6. The power to employ the personnel required for the operation of the corporation and the Corporation's property.
7. The power to pay utility bills for utilities serving the Corporation's property.
8. The power to contract for the management of the Corporation's property and to delegate to its contractor as manager, all of the powers and duties of the Corporation, except those matters which must be approved by members.
9. The power to make reasonable rules and regulations and to amend them from time to time, and to insure that all members are notified of such changes in the rules and regulations as may be enacted.
10. The power to improve the Corporation's property, subject to the limitations of the Declaration.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and regulations promulgated by the Corporation.
12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from parcel owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations.
13. The power to pay all taxes and assessments which are liens against the Corporation's property.
14. The power to control and regulate the use of the Corporation's property by the members and the promote and assist adequate and proper maintenance of the property.
15. The power to select depositories for the Corporation's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.
16. The power to acquire real and personal property for the benefit and use of its members and to dispose of the property in accordance with the Declaration and related documents.
17. The power to enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Corporation's property and of any facilities on lease to the Corporation or otherwise provided for the Corporation members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of this Corporation. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any shall be another of the managements function costs to be borne by the Association, unless the contract provides to the contrary.

18. The power to establish additional officers of this Corporation and to appoint all officers.
19. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

ARTICLE V – DUTIES OF OFFICERS

A. The President shall be the chief executive officer of the Corporation and shall:

1. Act as presiding officer at all meetings of the Corporation and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign with the Secretary/Treasurer, if the Board of Directors so require, all checks, contracts, promissory notes, deeds and other instruments on behalf of the Corporation, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President, generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

C. The Secretary shall:

1. Attend all regular and special meetings of the members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
2. Have custody of the Corporate seal and affix the same when necessary or required.
3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.
4. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.
5. Have custody of the minute book of the meetings of the Board of Directors and members, and act as transfer agent to record transfers and regulations of the corporate books.

D. The Treasurer shall:

1. Attend all meetings of the membership and of the Board of Directors.
2. Receive such monies as shall be paid into his hands for the account of the Corporation and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited.
3. Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to the successor. He shall prepare and distribute to all of the members of the board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Corporation from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board for its consideration.
4. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VII – MEMBERSHIP AND VOTING

A. Every person or entity (including the Declarant) shall automatically become a member of the Association upon acquisition of a fee simple title (or in the case of the Declarant upon the recording of the Declaration) to any Unit subject to the Declaration, by the filing of record therefore a deed in the office of the Clerk of the Circuit Court in and for Brevard County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership (with respect to the parcel conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to the Declaration, except as otherwise set forth in the Declaration. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type of nature whatsoever in a Unit in Country Oaks only as the security for performance of an obligation shall be a member of the Association. The Declarant, by including additional property within the impositions of the Declaration, may designate the ownership basis of automatic membership.

B. The members of the Association shall be all those owners defined in Paragraph A of this article. Each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. When more than one (1) person holds such interest in a Unit all such person shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Unit and a vote shall not be divided into fractions.

C. If more than one (1) person or a corporation owns a Unit they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered in determining whether the quorum requirement has been met. If a Unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the Unit at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VIII – MEETINGS, SPECIAL MEETING, QUORUMS, PROXIES

A. Meetings of members

1. Place of Meeting: All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.
2. Annual Meetings: Annual members' meetings shall be held upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 15th day of April, in each and every calendar year subsequent to relinquishment of control of the Association by Declarant. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by members. The order of business shall be as follow:
 - a. Calling of the roll and certifying of proxies.
 - b. Proof of Notice of Meeting or Waiver of Notice.
 - c. Reading and disposal of any approved minutes.
 - d. Reports of officers.
 - e. Reports of committees.
 - f. Election of Inspector of Elections.
 - g. Election of Directors.
 - h. Unfinished Business.
 - i. New Business.
 - j. Adjournment.

3. Special Meetings: Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the Corporation winning a majority of the Units subject to the Declaration.

Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting. A proxy shall be valid and entitled the holder thereof to vote until revoked in writing by the grantor, such revocation to be filled with the Secretary, or until the death or legal incompetence of the grantor.

5. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of one-third (1/3) of the total number of members votes of the association. The members present at any meeting both in person or by proxy although less than a quorum, say adjourn the meeting to a future date.

6. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles, these By-Laws or any applicable statute provides otherwise, in which event the vote prescribed by the declaration, the Articles, these By-Laws or such statute shall control.

B. Directors' Meetings

1. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

2. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall stat the purpose, time and place of the meeting.

3. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a Quorum is not present, the presiding officer may adjourn the meeting which might have been transacted at the meeting as originally called, may be transacted without further notice.

4. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

5. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

6. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

7. The order of business at Director's meetings shall be as follows:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officer and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment

ARTICLE IX – NOTICE

A. Annual Meeting: Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (1) days, and no more than sixty (60) days prior to the meeting. Such notice shall be hand delivered or mailed to each member at his address as it appears on the books of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice.

B. Special Meeting: Written notice of a special meeting of members stating the time, placed and object of such meeting shall be served upon or mailed to each member entitled to vote, at least five (5) days, and no more than sixty (60) days, prior to such meeting.

C. Waiver: Nothing herein is to be construed to prevent members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X – PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the corporation or with the Statutes of the State of Florida.

ARTICLE XI – ASSESSMENTS AND MANNER OF COLLECTION

A. General Assessments:

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the general expenses of the corporation. General expenses shall include those expenses of the Corporation. General expenses shall include those expenses described in the Declaration of Covenants and Restrictions and any other expenses designated as general expenses by the Board of Directors, under the authority and sanction of the Declaration.

Funds for the payment of general expenses shall be assessed against and shall be a lien against each unit, subject to the Declaration, at a uniform rate and in accordance with the Declaration. The Board of Directors shall not transfer the power to make general assessments.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member of a percentage share or any deficits. Notice of all changes in assessments shall be given to all members. When the Board of Directors has determined the amount of any general assessment, the Treasurer shall submit a statement of such assessment to each member. Such notice shall state the date when the assessment is due, after which the assessment shall bear interest at the maximum rate allowed by law from the date when due until paid. General assessments shall be paid by members in advance on a monthly basis, quarterly basis, semi-annual basis or annual basis, as the Board of Directors may, from time to time, direct. General assessments are payable at the office of the Corporation.

B. Special Assessments:

The Board of Directors has, in accordance with the Declaration, the power to make special assessments for the purposes and on the bases set forth in the Declaration. Special assessments shall be levied by the Board of Directors in the same manner as general assessments (at a uniform rate for each parcel subject to the Declaration), and shall be due and collectible in such manner as the Board of Directors shall determine.

Special assessments, when authorized or approved, may be made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in special assessments shall be given to all members. When the Board of Directors has determined the amount of any special assessment, the Treasurer shall transmit a statement of special assessment to each member. Such notice shall state the date upon which the assessment is due, and thereafter the assessment shall bear interest at the maximum rate allowed by law from the date when due until paid special assessments are payable at the office of the Corporation

C. Individual assessments:

The Board of Directors has, in accordance with the Declaration, the power to make individual assessments for the purposes and bases set forth in the Declaration. Individual assessments shall be levied by the Board of Directors in accordance with the Declaration, and shall be due and collectible in such manner as the Board of Directors shall determine.

When the Board of Directors has determined the amount of any individual assessment, the Treasurer shall transmit a statement of individual assessment to the affected member. Such thereafter the assessment shall bear interest at the maximum rate allowed by law from the date when due until paid. Individual assessments are payable at the office of the Corporation.

D. Failure to Pay Assessment:

In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Corporation through its Board of Directors, may proceed to enforce and collect the assessment from the delinquent member in any manner provided for by the Declaration and these By-Laws. Each member shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorney's fees and costs incurred by the Corporation in the collection of sums due, and the enforcement of any lien held by the corporation.

ARTICLE XII – FISCAL MANAGEMENT

A. **Fiscal Year:** The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

B. **Depositories:** The funds of the Corporation shall be deposited in a bank or banks in Brevard County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, The President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

C. **Fidelity Bonds:** Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Corporation.

D. **Records:** The Corporation shall maintain accounting records according to good practice which shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditure accounts for each member, which shall designate the name and address of the member, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens, and to which lien holders the Corporation will give notice of default if required.

E. **Annual Statement:** The Board of Directors shall present annually to the members a full and clear statement of the business and condition of the Corporation.

F. **Insurance:** The Corporation shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration or to protect the interest of the Corporation.

G. The receipts and expenditures of the Association may be created and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

H. **Budget:** The board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XIII – ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time adopt rules and regulations governing the details of the operation and use of the property, provided that the rules and regulations shall be equally applicable to all members and uniform in the application and effect.

ARTICLE XIV – VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by the Unit owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation or the Articles, the corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Declaration; and in every such proceeding, the Unit owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessment.

ARTICLE XV – AMENDMENT OF BY-LAWS

These By-Laws may be amended, modified or rescinded by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by two-thirds (2/3rds) vote of the members' votes present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting. Notice may be waived by any member. Any member of the Corporation may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting. Notwithstanding the foregoing, so long as Declarant is the owner of any Unit affected by the Declaration or amendment thereto or is entitled to appoint the Board of Directors of the Association, no amendment to the By-Laws will be effective without Declarant's express written joinder and consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed.

ARTICLE XVI – VALIDITY

If any By-Law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII – CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS AND RESTRICTIONS

These By-Laws and the Articles of Incorporation of the Corporation shall be construed, in case of any ambiguity or lack of clarity, consistent with the provisions of the Declaration of Covenants and Restrictions for Country Oaks.

The foregoing were adopted as the By-Laws of Country Oaks H.O.A., INC., Inc., a Corporation Not for Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 20 ____ .

COUNTRY OAKS H.O.A., INC.
By: 
Attest: _____
Secretary

President

(CORPORATE SEAL)

DECLARATION OF COVENANTS AND RESTRICTION
FOR
COUNTRY OAKS

Country Oaks, Llc., a Florida corporation, its successors and assigns (hereinafter referred to as the "Declaration"), owner of that certain real property known as COUNTRY OAKS, more particularly described in Exhibit "A" attached hereto, hereby declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to those covenants, restrictions, easements, charges and lien hereinafter set forth in this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration".

Section I. PROPERTY SUBJECT TO THE DECLARATION.

The property subject to the Declaration is that real property (the "Property" or "Country Oaks"), located in Brevard County, Florida, particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Such additional property, platted subdivision, lots, units or parcels as the Declarant may, from time to time, designate as being subject to this Declaration by placing of record in instrument executed with the formalities of a deed making such designation.

Section II. COUNTRY OAKS H.O.A., INC.,

At or about the time of the recording of this Declaration, Declarant has caused to be formed COUNTRY OAKS H.O.A., INC., INC. (the "Association"), a Florida corporation not for profit, by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall provide an entity for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

A. Membership. A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to any residential dwelling unit (hereinafter referred to as a "Unit") in COUNTRY OAKS, by filing of record therefore a deed in the office of the Clerk of the Circuit Court in and for Brevard County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership with respect to the Unit conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to this Declaration.

No person or entity that holds an interest of any type or nature whatsoever in a Unit COUNTRY OAKS only as the security for performance of an obligation shall be a member of the Association. The Declarant by including additional property within the imposition of this Declaration may cause additional membership in the Association and may designate the ownership basis for such additional membership.

B. Association Property.

1. Common Property. That portion of the Property which is not platted as individual lots, excluding _____, shall be know as the "Common Property." The Common Property is intended for the use of the members of the Association and their guests and invitees. The Association is responsible for the management, maintenance and operation of the Common Property. Items such as maintenance areas, recreation areas, and interior roadways may be placed upon the common property. Declarant will convey title to the Common Property to the Association no later than the date of closing on the sale of the last Unit which may hereafter be subject to this Declaration.

2. Acquisition and Sale of Property. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Such interest may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its members. Property acquired by the Association other than the Common Property shall be known as "Association Property".

3. Maintenance of Property. The association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, provider for the maintenance and repair of the Common Property, and the Association Property. Declarant, its affiliates, successors and/or assigns, may be the management agent and nothing shall be deemed to invalidate any agreement between the Association and the Declarant or its affiliates for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates are the officers and/or directors of the Association.

4. Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by its members and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all members of the Association. These rules and regulations may be enforced by legal or equitable action.

C. Enforcement of Restrictions. The Association, through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

D. Assessments. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

1. General Assessments. General assessments shall be made annually for the purpose of maintenance and management of the Association, the Common Property, and the Association Property. Maintenance and management expenses referred to herein as being included within the scope of general assessments shall include, but not be limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, and the Association Property; property taxes and assessments against the Common Property and Association Property; insurance on the Common Property and the Association Property; insurance; legal and accounting fees; management fees; normal repairs and replacements; charges for utilities used upon the Common Property and the Association Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of the rights and duties against members or others; and all other expenses deemed by the Directors of the Association to be necessary and proper for management, maintenance and repair.

Extraordinary repairs or replacements, beyond the normal maintenance performed by the Association, but not resulting from a casualty (see Section Vi of this Declaration), shall be performed by the individual Unit owner at his own expense. The Board of Directors shall determine, in its sole discretion, which repairs and replacements are "normal."

The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its member's sufficient monies to meet this estimate. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each Unit, so that each Unit subject to this Declaration shall be assessed equally.

General Assessments shall be collectible in advance monthly. Any delinquent general assessment shall bear interest at the maximum rate of interest allowed by law from the date when due until paid.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

2. Special Assessments. The Board of Directors may levy a special assessment for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when the total special assessment does not exceed \$5,000, any special assessment shall have the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3) of the members present in person or by proxy. All notices of special assessments for the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each Unit assessed, so that each Unit subject to a special assessment shall be assessed equally. Special assessments shall be collectible in such manner as the Board of Directors shall determine. Any delinquent special assessment shall bear interest at the maximum rate of interest allowed by law from date when due until paid.

3. Individual Assessments. The Board of Directors shall have the power and authority to have the collect an individual assessment against a unit owner for the cost of repairs or replacements within or without the Owner's unit, for which the Owner is responsible, but which the Owner has failed or refused to perform, and which failure or refusal has endangered or impaired the use or values of property within Country Oaks. The Association is hereby granted a right of entry into each unit to perform repairs or replacement of this nature, including the right to abate or eliminate any nuisance.

Individual assessments shall be collectible in such manner as the Board of Directors shall determine. Any delinquent individual assessment shall bear interest at the maximum rate of interest allowed by law from date when due until paid.

E. Effect of Non-Payment of Assessments.

1. Lien, Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, the assessment shall then become delinquent and shall, together with interest thereon and the cost of collection, become a continuing lien on the Unit against which the assessment is made, and shall also be the continuing personal obligation of the owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the due date, the Association may, at any time thereafter, bring an action to foreclose the lien against the Unit and/or a suit on the personal obligation against the owner or owners, and there shall be added to the amount of such assessment the cost of such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of the action.

2. Subordination to Lien of Mortgages. The lien for assessments for which provision is herein made shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State Savings and Loan Association, or Real Estate Investment Trust. The assessment lien shall be subordinate to the lien of any mortgage securing a loan or loans made to the Declarant, whether a first mortgage or otherwise. The subordination shall apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lien of foreclosure of the mortgage. No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination, provided, however, that such opinion shall have no effect upon the priority of mortgage securing a loan or loans made to the Declarant.

3. Exempt Property. The Common Property, the Association Property, and any property in Country Oaks owned by the Declarant shall be exempt from the assessments, charges and liens created herein: provided, however, any Unit owned by Declarant shall cease to be exempt at such time as Certificate of Occupancy is issued by the applicable governmental authority. Vacant land and units not sold that are owned by the developer are exempt from HOA assessment. Developer is responsible for their individual maintenance.

4. Certificate of Assessments. The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member. The association shall, upon demand, furnish a member liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the member's assessments have been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

5. Guaranteed Interim Assessment. Notwithstanding the above provisions, commencing with the date of the recording of this Declaration and ending twelve (12) full calendar months from said date, each Unit shall be subject only to a total annual assessment of \$ 720.00 , payable at \$60.00 per month. Declarant covenants and guarantees that during such period the monthly installments of the Annual Assessment for association expenses upon each Unit shall not exceed such amount, and that Declarant will pay during such period the deficit, if any, between the association expenses incurred during the twelve-month period and the total amount of Guaranteed Interim assessments for such period. Notwithstanding any provisions in the Declaration to the contrary, Declarant will not be liable for the payment of any association expense or assessment except for the amount of such deficit during the initial one-year period, and no assessment of any kind will be assessed upon any Unit owned by Declarant.

SECTION III. MAINTENANCE OF COMMON PROPERTY.

The Association shall be responsible for maintenance of the Common Property.

In addition, the Association shall be responsible for the maintenance of the following items:

- A. Maintenance of the grounds of each dwelling unit.
- B. Landscaping (up to, but excluding, any patio), including sodding, irrigation, and the planting and care of trees and shrubbery. A "patio" is any intimate, enclosed garden or courtyard area.
- C. Operation and maintenance of the surface water management system including the lake system, weir, outfall structure and related drainage facilities. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District .

D. The developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

E. All maintenance of the dwelling units, and any patio, shall be the responsibility of the unit owner. Fencing installed by unit owner is responsibility of unit owner for care and maintenance.

The maintenance obligations of the Association, as set forth in this Section, shall be the obligation solely of the Association. Except as set forth in Paragraph II.D.1, the members shall have no individual right to repair, alter, add to, replace, or in any other way damage or maintain the Common Property.

Notwithstanding anything contained in this Section, the expense of any maintenance, repair or construction of the Common Property or the exterior of the dwelling units necessitated solely by the negligent or willful acts of a member or his family or guests shall be borne solely by that member and such member's Unit shall be subject to an individual assessment for such expense.

SECTION IV. USE AND ENJOYMENT OF COMMON PROPERTY.

A. Members' Easement of Enjoyment. Subject to the provisions of the Section, each member of the Association, and the mortgagee of any Unit, shall have a right and assessment of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Unit subject to this Declaration.

B. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- 1. The right of Declarant and the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining or improving the Common Property and to mortgage the Common Property;
- 2. The right of the Association to take such steps as are reasonably necessary to protect the Common Property; and

3. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; provided, however, that this right of suspension shall not apply to any mortgagee of a Unit; and

4. The right of the Association to charge reasonable admission and other fees for the use of certain amenities; and

5. The right of the Association to dedicate or transfer all or any part of the Common Property, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer, or determination as to the purposes or conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the total membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action.

C. Easement for Utilities. The members' easement of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, and underneath the Units, for present and future utility services to Country Oaks, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, telephone cables, security wires and street lights. Easements for such utility services are reserved by Declarant for all buildings and improvements which have been or may be constructed in Country Oaks, and Declarant shall grant specific easements over portions of the Common Property and underneath Units utility companies.

D. Easement for Access and Drainage The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

E. Easement for Declarant. The members' easement of enjoyment shall be subject to an easement reserved by Declarant, for itself and its successors and assigns for future development of Country Oaks. As a material condition for ownership of a Unit releases Declarant and its successors and assigns from any claim that the member might have for interference with his quiet enjoyment of the Common Property due to the development of COUNTRY OAKS, whether or not the construction operations are performed on the Common Property, and each member acknowledges and agrees that Declarant and its successors and assigns shall have the sole right of design, construction, development and improvement of the Common Property, and the Units of COUNTRY OAKS.

SECTION V. INSURANCE.

A. Coverage.

1. Casualty Insurance. All dwelling units in COUNTRY OAKS will be individually insured by each every individual unit owner.

2. Flood Insurance. Country Oaks is not located in a flood zone and will not carry flood insurance and it is not required by the unit owner.

3. Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association, and their respective servants, agents and guests.

B. Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the members, and mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee designated by the Board of Directors of the Association.

The Insurance Trustee shall not be liable for the payment of premiums nor the renewal nor the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the members and mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

1. Common Property. Proceeds on account of damage to Common Property or the property of the Association shall be an equal undivided share for each member.

2. Mortgagees. In the event a mortgagee endorsement has been issued regarding an improvement, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provide, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or

repaired, and no mortgages shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Unit owner and mortgagee pursuant to the provisions of this Declaration.

C. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first, or provisions made for such payment.
2. Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.
3. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall be constructed or repaired, the remaining proceeds shall be distributed to the members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.
4. Certificate. In making distribution to members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

D. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

Section VI. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Common Property, the dwelling units, or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Property and Dwelling Units. If the damaged improvement is part of the Common Property, or a dwelling unit or units, the damaged property shall be reconstructed or repaired unless it is determined by all the members of the Association that it shall be reconstructed or repaired.
2. Association property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed or repaired.
3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

B. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Board of Directors of the Association.

C. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all members. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against the members in sufficient amounts to provide funds for the payment of such costs. In the event that such a casualty affects any Unit, an individual assessment shall be levied against the appropriate Unit owner.

E. Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from special assessments against members, shall be distributed in payment of such costs in the following manner:

1. Association. If the total of special assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is less than or more, then the sums paid upon such special assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such special assessments and disburse time in payment of the costs of reconstruction and repair.
2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of special assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:
 - a. Association – Leaser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the responsibility of the Association is less than , the construction fund shall be disbursed in payment of such costs upon the order of the Association.
 - b. Association – Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is

or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed equally to the members.

d. Certificate. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

e. Equitable Relief. In the event of major damage to or destruction of part of the Common Property, or dwelling units, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for Brevard County, Florida, for equitable relief.

SECTION VII. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any member other than Declarant shall be subject to the following provisions, which provisions each member covenants to observe:

A. Transfer Subject to Approval.

1. Sale or Lease. No Unit owner may dispose of a Unit or any interest in a Unit by sale or lease without approval of a membership committee consisting of three (3) persons appointed by the Board of Directors (the "Membership Committee").

2. Gift. If any Unit owner shall acquire his title by gift, the continuance of the ownership of his Unit shall be subject to the approval of the Membership Committee.

3. Davies or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of ownership of his Unit shall be subject to the approval of the Membership Committee.

4. Other Transfers. If any Unit owner shall acquire his title by any manner not mentioned in the foregoing subsections, the continuance of ownership of his Unit shall be subject to the approval of the Membership Committee.

5. Corporations, Partnerships and Trusts. Changes of beneficial ownership of a Unit through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or trust shall constitute a transfer, and occupancy and continuance of ownership of the Unit shall be subject to approval of the Membership Committee.

B. Approval by the Membership Committee. The approval of the membership Committee that is required for the transfer of ownership of Units shall be obtained in the following manner:

1. Sale or Lease. A Unit owner intending to make a bona fide sale or lease of his Unit or any interest in it shall give to the Membership Committee notice of such intention, in writing, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser or lessee as the membership Committee may reasonably require.

2. Gift; Devise or Inheritance; other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Membership Committee notice of the acquiring of his title, together with such information concerning the unit owner as the Membership Committee may reasonably require, and a certified copy of the instrument evidencing the individual's interest.

3. Failure to Give Notice. If the above required notice to the Membership Committee is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Membership Committee, at its election and without notice, may approve or disapprove the transaction or ownership. If the Membership Committee disapproves the transaction or ownership, the Membership Committee shall proceed as if it has received the required notice on the date of such disapproval. The membership Committee may deny the unauthorized owner, lessee, or occupant of the Unit the use of the Common Property and recreational facilities.

C. Certificates of Approval shall be given in the following manner:

1. Sale or Lease. If the proposed transaction is sale or lease, then, within thirty (30) days after receipt of such notice and information, the Membership Committee must either approve or

disapprove the proposed transaction. If approved, the approval shall be communicated to the Board of Directors, which shall cause a Certificate of Approval to be executed by any two officers of the Association.

2. Gift; Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devised or inheritances, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Membership Committee must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved, the approval shall be communicated to the Board of Directors, which shall cause a Certificate of Approval to be executed by any two officers of the Association.

D. Mortgage. No Unit owner may mortgage his Unit nor any interest in it without the approval of the Membership Committee, except to a bank, like insurance company, or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgages shall be upon conditions determined by the Membership Committee in its sole discretion.

E. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company, or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

F. Any sale or Mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Membership Committee.

SECTION VIII. PARTY WALLS.

It is hereby declared that upon the completion of the Units to be constructed upon the Property:

A. Party Walls. The common walls, located upon the lot line separating the individual Units, shall be party walls for the perpetual benefit of, and use by, the owner of each Unit, including his heirs, assigns, successors and grantees.

B. Maintenance. The exterior walls of the townhomes are to maintain a common theme and color as to the adjacent unit. The intent is that all townhomes of an individual building is to be painted a uniform color. In the event of damage or destruction of the party wall from any cause other than the negligence or willful misconduct of a Unit owner to the extent not covered by insurance, the Unit owners sharing the wall shall share equally in the cost of repairing or rebuilding the wall, and each shall have the right to full use as specified herein of the wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, the expense shall be shared equally by the owners of the adjoining Units or their successors in title. Whenever a wall shall be rebuilt, it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality. Provided, however, that if any maintenance, repair or construction is necessitated solely by the negligence or willful misconduct of a Unit owner, any expense incidental thereto shall be borne solely by such Unit owner. If a Unit owner shall refuse to pay his share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other Unit owner sharing the common wall may perform the maintenance, repair or construction and, in such event, shall be entitled to a lien on the Unit of the owner who has failed to pay his share of the cost. If a Unit owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgages shall have the full right, at his option, to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgages for repair hereunder and not reimbursed to the mortgagee by the Unit owner. If a Unit owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Unit owner, who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any Unit owner removing his improvements from his party wall or making use of the party wall, shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damaged caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter upon the adjacent Unit to effect necessary repairs and reconstruction.

Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association is seeking such enforcement

C. Restriction on Alteration. The owner of any Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes to the party wall.

D. Use. The owner of each Unit shall have the right to the full use of the party wall for whatever purpose or purposes he chooses, subject to the limitation that the use shall not infringe upon the rights of the owner of the adjoining Unit or his enjoyment of the wall, or in any manner impair the value of the wall, or in any manner violate the Rules and Regulations of Country Oaks H.O.A., INC., Inc., or the provisions of this Declaration.

SECTION IX GENERAL PROVISIONS.

A. **Duration and Remedies for Violation.** The covenants and restrictions of this Declaration shall run with the bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association or the owner of any Unit subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of fifty (50) years from the date this declaration is recorded in the Public Records of Brevard County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the Units as have then been subjected to this Declaration has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the member in violation, provided such proceeding results in finding that such member was in violation of the covenants or restrictions.

B. **Compliance with Applicable Laws.** In addition to these restrictions and covenants, the members must abide by the laws and regulations of the State of Florida, and the County of Brevard.

C. **Notices.** Any notice required to be delivered to any member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last know address of the person who appears as member on the records of the Association at the time of such mailing.

D. **Severability.** Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

E. **Amendment.** This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District, provided that so long as Declarant is the owner of any property affected by this Declaration or amendment hereto or is entitled to appoint the Board of Directors of the Association, no amendment will be effective without Declarant's express written joinder and consent. Nothing contained herein shall be deemed to limit the power and authority of Declarant to, in its sole discretion, add property to the impositions of all or any portion of this Declaration, or to alter, amend, revise, add or delete provisions of this Declaration, so that the effect of this Declaration may vary in such manner as Declarant may determine for different properties or groupings thereof included hereunder. In addition, this provision shall not be deemed to limit Declarant's power and authority to impose additional obligations and duties of enforcement upon the Association of such covenants and restrictions an may be imposed upon the property subject to this Declaration.

Any duly adopted amendment to this Declaration shall run with the bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

F. **Assignment.** Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee of transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment Declarant and/or the Association shall be relieved and released of all responsibility hereunder.

G. **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of the any gender shall include all genders.

H. **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed as required by law on this 4th day of March, 2014.

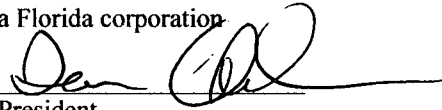
Signed, sealed and delivered

COUNTRY OAKS H.O.A., INC

In, the presence of;

a Florida corporation

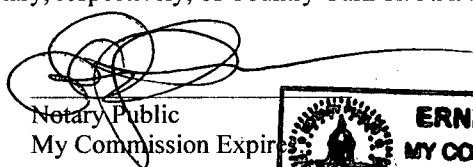


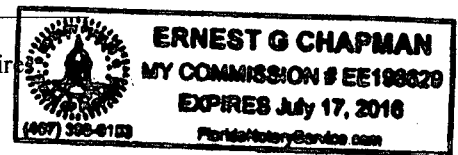

President

Attest; _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 4th day of March 2014, the President and Assistant Secretary, respectively, of Country Oaks H.O.A. Inc., a Florida corporation, on behalf of the corporation.


Notary Public
My Commission Expires



Definitions

“Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges.

Covenant for Maintenance Assessments for Association

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Easement for Access and Drainage

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By the easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by St. Johns River Water Management District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St Johns River Water Management District.

Amendment

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

Enforcement

The St... Johns River Water Management District shall have the right to enforce, by the proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Swale Maintenance (if applicable)

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) upon which the Drainage swale is located.