

N39297

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04 MAY 28 PM 3:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD, INC.
1745 North Riverside Drive
Indianapolis, Florida, 32903

Phone: 321 674 9395

FAX: 321 674 9397

May 13, 2004

Secretary of State
Division of Corporation
P.O. Box 6327
Tallahassee, Florida 32314

Re: Restated Articles of Incorporation of The
Cloisters Homeowners Association of
Brevard, Inc. Document Number: N39297

Pursuant to the provisions of Section 617.1006,
Florida Statutes, the undersigned Florida nonprofit
corporation adopted the following restated Articles of
Incorporation of The Cloisters Homeowners Association
of Brevard, Inc.

It is requested that the attached restated
Articles of Incorporation be certified, replacing the
initial Articles of Incorporation previously submitted
in July 1990 by the Developer.

The restated Articles of Incorporation were
adopted by the members, after turnover by the
Developer, and the number of votes cast for the
restated Articles was sufficient for approval.

At the time the restated Articles of Incorporation
were adopted, our attorney, at that time, did not
advise us that they had to be filed with the Secretary
of State. We filed the restated Articles of
Incorporation with the Clerk of Courts, Brevard
County, Florida.

Our current attorney, on March 31, 2004, advised us that we need to file the Articles with the Secretary of State. We are indeed sorry that this situation existed.

I am the registered agent of the Association. I accept the appointment and accept the obligations of the position.

Enclosed is a check in the amount of \$43.75 to cover the cost of the restated Articles and one certified copy.

Please call me collect if you have any questions or need additional information. My number is (321) 674 9395.. My FAX number is (321) 674 9397.

Your attention to this matter is appreciated.

Sincerely


Anthony Cardinale
President

Enclosures



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 21, 2004

THE CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD, INC.
ATTN: ANTHONY CARDINALE
1745 NORTH RIVERSIDE DRIVE
INDIALANTIC, FL 32903

SUBJECT: CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD, INC.
Ref. Number: N39297

We have received your document for CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD, INC. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Please entitle your document Restated Articles of Incorporation.

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6882.

Maryanne Dickey
Document Specialist

Letter Number: 204A00035982

HC
→ A. Cichla
1968 Candidate D-7
Indianapolis, IN 32903

FILED
04 MAY 28 PM 3:04
CLERK OF STATE
TALLAHASSEE, FLORIDA

I. NAME

II. TERMINOLOGY

III. PURPOSE

IV. POWERS

B. Transferring Property. To own, operate, lease, sell and trade real and personal property whenever it proves necessary or convenient in administering the Common properties; and to grant easements and rights-of-way over property owned by it when necessary to enable utility or other services to service portions of The Cloisters Lands or as otherwise permitted by the Declaration.

Sandy Crawford
Clerk Of Courts, Brevard County

#Pgs: 7	#Names: 2	
Trust: 4.00	Rec: 29.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Misc: 0.00		Int Tax: 0.00

C. Establishing Bylaws and Rules. To establish bylaws and rules and regulations for the Association's operation and management and the Common properties' use.

D. Enforcement. To enforce the Association's governing documents and the Association's rules and regulations.

E. Hiring Personnel. To employ personnel required for carrying out the Association's functions.

F. Delegation of Duties. To contract for the Association's management and the Common properties' operation and maintenance and to delegate to any party with whom a contract has been entered into for that purpose the Association's powers and duties save those which applicable law prohibits being delegated.

G. Generally. To exercise all of the common law and statutory powers of a corporation not for profit which are not in conflict with the Declaration.

V. EXISTENCE

The Association shall have perpetual existence.

CFN 2000090822

OR Book/Page: 4164 / 3590

VI. MEMBERS

A. Membership. Every Owner shall be a Member, but no Owner shall have more than one membership for each parcel or unit owned. Membership shall not be assignable except to an Owner's successor-in-interest in a Parcel. Each Owner's Membership will commence upon his acquiring title to a Parcel and shall end upon his no longer owning a Parcel. Membership certificates are not required and will not be issued.

B. Inseparability. No member's share of the Association's net assets may be assigned, hypothecated or transferred in any manner except as an appurtenance to his Parcel.

VII. VOTING RIGHTS

A. Voting by Voting Members.

(1) Voting. After turnover of control of the Association to the owners other than the Developer, each Owner of a parcel shall be entitled to one vote for each parcel owned in The Cloisters Lands.

(2) Terminology. Unless expressly provided to the contrary, any reference in these Articles to the vote or approval of a plurality, majority or specified percentage or fraction of Members or Owners (or a group of Members or Owners) shall be construed to mean the vote or approval of Voting Members entitled to cast a majority, plurality or such specified percentage or fraction (as the case may be) of the total votes entitled to be cast by those Members or Owners (or that group of Members or Owners.)

VIII. SUBSCRIBER

CPN 2000090922

OR Book/Page: 4164 / 3591

The name and address of the Association's subscriber is as follows:

NAME

ADDRESS

THE CLOISTERS HOMEOWNERS
ASSOCIATION OF BREVARD, INC.

1745 N. Riverside Drive
Indialantic, FL 32903

IX. DIRECTORS

A. Composition of Board. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and the number of Directors on future Boards shall be determined from time to time in accordance with the Association's Bylaws.

B. Bearing of Bylaws. The number of Directors to be elected, the manner of their election or appointment, and their respective terms shall be as set forth in the Association's Bylaws.

C. Election of Officers. All Officers shall be elected by the Board of Directors in accordance with the Association's Bylaws at the organizational meeting of the Board of Directors to be held immediately following the meeting at which the Board is elected. The Board of Directors shall elect from among the Association's Members a President, Vice-President, Secretary, and Treasurer and whatever other offices it deems desirable and consistent with the Association's Bylaws.

X. INITIAL BOARD OF DIRECTORS

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OR Book/Page: 4164 / 3592

The following persons shall constitute the Association's initial Board of Directors. They shall hold office in accordance with the provisions of the Association's Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
DUANE ANKNEY	1745 N. Riverside Drive Indialantic, FL 32903
ROBERT F. CAVALEAR, JR.	1745 N. Riverside Drive Indialantic, FL 32903
STANLEY WOLFMAN	200 W. Merritt Island Causeway Merritt Island, FL 32952

XI. INITIAL OFFICERS

Subject to the Board of Directors' direction, the Association's affairs shall be administered by its Officers, all of whom shall be elected annually by the Board. The following persons shall serve as Officers until the first election of Officers is held.

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
DUANE ANKNEY	1745 N. Riverside Drive Indialantic, FL 32903	President

XII. BYLAWS

The Association's Bylaws shall be adopted by its first Board of Directors and may be amended by a majority vote of the Voting Members. Future Bylaws may be amended by a two-thirds vote of the votes of the Voting Members.

XIII. AMENDMENTS

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OR Book/Page: 4164 / 3593

Proposals for the amendment of these Articles of Incorporation that do not conflict with the Declaration may be made by a two-thirds vote of the votes of the Voting Members.

XIV. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Right to Indemnification. Every person who is or was a Director or Officer of the Association shall be entitled to indemnification from the Association to the fullest extent the Association is empowered to indemnify him under Section 607.014 of Florida's General Corporation Act.

B. Insurance. Subject to reasonable availability, the Board of Directors may purchase and maintain insurance on behalf of any person who is or was an Officer or Director of the Association, insuring him against any liability asserted against him and incurred by him in his capacity as an Officer or Director or arising out of his status as such, whether or not the Association would have the power to indemnify him under Article XIV.A of these Articles.

XV. REGISTERED AGENT

The Association's registered agent is Anthony Cardinale whose office is at 1960 Canterbury Drive, Indialantic, FL 32901.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17 day of May, 1999. 2000

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Elizabeth D. Popas
Barbara Freeman

Anthony Cardinale
ANTHONY CARDINALE

This amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

Anthony Cardinale
President

ANTHONY CARDINALE

May 16, 2000

STATE OF FLORIDA
COUNTY OF BREVARD

CPN 2000090922
OR Book/Page: 4164 / 3594

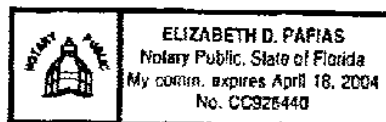
BEFORE ME, the undersigned authority, duly authorized by law to take oaths and acknowledgments, personally appeared ANTHONY CARDINALE, who after being first duly sworn, acknowledged before me that he executed the foregoing instrument for the reasons and purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid on this 17
day of may, ~~1999~~ 2000 Produced FL DL# C635000300070

Elizabeth D. Papias
Notary Public

(NOTARY SEAL)

My commission expires:



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE NAMING AGENT UPON WHOM PROCESS MAY
BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First - That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at 1745 N. Riverside Drive, Indialantic, FL 32903, County of Brevard, State of Florida, the corporation named in said Articles has named ANTHONY CARDINALE, located at 1960 Canterbury Drive, Indialantic, FL 32903, County of Brevard, State of Florida, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


ANTHONY CARDINALE
Registered Agent

DATED this 17 day of May, ²⁰⁰⁰~~1999~~.


CPN 2000090922
OR Book/Page: 4164 / 3595

HC → A. Carmichael
1940 Confection Dr.
Indulken, FL 32103 ✓

**AMENDED AND RESTATED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
THE CLOISTERS**



CFN 2000090921 05-17-2000 01:32 pm
OR Book/Page: 4164 / 3560

PURPOSE

The intent of these covenants and restrictions is to maintain a premier community where courtesy, safety and consideration for neighbors and the community is emphasized. The Cloisters Homeowners Association of Brevard, Inc., will represent the community as a whole towards achieving these ends and will own and manage the Common properties of the community. The provisions contained in this document, as well as accompanying Bylaws and other rules and regulations, will serve to accomplish the following:

To protect the rights of property Owners including those of safety, privacy, and peaceful enjoyment.

To provide for shared financial responsibilities of property Owners.

To protect and promote future appreciation of property values by maintaining and improving the appearance and architectural integrity of the community.

To provide specific policies and procedures for governance of the community and management and operation of the Association.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made this 16th day of May, 2000, by The Cloisters Homeowners Association of Brevard, Inc.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was recorded on January 22, 1988, in Official Records Book 2876, Pages 1173 through 1194 in the Public Records of Brevard County, Florida, and

WHEREAS, the Declaration was amended by instrument recorded on July 3, 1990, in Official Records Book 3069, Page 2672 in the Public Records of Brevard County, Florida, and further amended by instrument recorded on April 1, 1991, in Official Records Book 3119, Page 2405 in the Public Records of Brevard County, Florida, and

WHEREAS, the Declaration was completely restated in a document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Cloisters," recorded on November 2, 1993, in Official Records Book 3337, Pages 0069 through 0093, and

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 29	#Names: 2	
Trust: 15.00	Rec: 117.00	Serv: 0.00
Mtg: 0.00		Excise: 0.00
		Int Tax: 0.00

WHEREAS, the Declaration was amended by instrument (made on Dec. 1, 1997) recorded in Official Records Book 3736, Page 1431-1434 in the Public Records of Brevard County, Florida, and

WHEREAS, the original Developer, The Cloisters of Brevard Inc., a Florida corporation, has transferred, sold, and conveyed to The Cloisters Development Group, Ltd., a Florida Limited Partnership, all its right, title and interest in property which is the subject matter of the Declaration by Warranty Deed dated January 25, 1990, and recorded in Official Records Book 3040, Page 2780, Public Records of Brevard County, Florida, and

WHEREAS, the Declaration was amended by a Supplemental Declaration of Covenants, Restrictions and Conditions for The Cloisters, adding Phase II B to The Cloisters and Providing for Restrictions Regarding Florida Scrub Jays and Eastern Indigo Snakes, dated April 25, 1996, and

WHEREAS, there has been a turnover of the Association by the Developer to Owners other than Developer on December 1, 1997, and

WHEREAS, the December 1, 1997 Amendment is recognized as a Condition of Sale of certain lots in The Cloisters community from the Cavalear Development Group, Ltd. to Joyal Construction, Inc., the life of this Amendment shall cease at such time as Joyal Construction, Inc. no longer owns any lot or lots in The Cloisters, and

WHEREAS, The Cloisters Homeowners Association of Brevard, Inc., desires to restate the Declaration to incorporate the present amendments and the prior amendments into a single Declaration, and

WHEREAS, as required by Paragraph 13 of the Declaration of Covenants, a majority of the membership has approved this amended and restated Declaration of Covenants, Conditions and Restrictions for The Cloisters.

NOW THEREFORE, the undersigned adopt the following as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Cloisters.

1. DEFINITIONS

When used in this Declaration each term listed in this Section 1 shall have the meaning indicated there:

"Architectural Review Board" (ARB) means the committee created pursuant to paragraph 12 hereof.



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"Association" means The Cloisters Homeowners Association of Brevard, Inc., a not-for-profit Florida corporation, and its successors and assigns.

"Articles" means the Association's Articles of Incorporation, a copy of which is attached as Exhibit "C," including any amendments thereto.

"Bylaws" means the Association's Bylaws, a copy of which is attached as Exhibit "D," including any amendments thereto.

"Board" or "Board of Directors" means the Association's Board of Directors.

"Common properties" means the property described as Tract C on the plat of THE CLOISTERS, PHASE I and the property described as Tract A on the Plat of The Cloisters Phase II (including all improvements thereon), plus whatever portion of the Cloisters Lands (together with all improvements thereon) are declared to be Common properties in any Supplemental Declaration, less whatever portions of the Cloisters Lands are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration. The term "Common properties" shall include any portion of the Surface Drainage System thereon.

"County" means the County of Brevard, State of Florida.

"Covenants and Restrictions" means the easements, covenants, conditions, restrictions, servitudes, charges, and liens created or provided for by this Declaration.

"Declaration" and "this Declaration" means (and "hereto," "hereof," "hereunder," "herein," and words of similar import) this instrument as amended from time to time, together with any Supplemental Declarations.

"Director" means a member of the Association in good standing who has been elected to the Board of Directors of the Association.

"Surface Drainage System" means the system of ditches, culverts, retention ponds, underdrains and other improvements for the drainage of storm water collecting on the properties, and constructed pursuant to surface water permit(s) issued by the St. Johns River Water Management District, a successor agency, or the governmental agency having jurisdiction thereof.

"Family" means either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a Residential Unit.

"Improvement" means any structure or artificially created condition or appurtenance located on the properties, including, but not limited to, any building, outbuilding, walkway, dock, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, or landscaping.



"Management Company" means a person, firm, corporation, or agency employed by the Association as its agent to assist in fulfilling or carrying out certain of the Association's duties, powers, or functions.

"Member" means any Owner, and "Membership" means membership in the Association.
"Member in Good Standing" is a dues paying member who is not delinquent in payment of fees, fines or assessments.

"Notice and Hearing" means, with respect to a particular Owner, written notice to that Owner and a public hearing before a hearing committee appointed by the Board at which the Owner has an opportunity to be heard in person or by counsel, all in the manner provided in the Bylaws.

"Officer" means an officer of the Association.

"Owner" means the persons or entities (regardless of the number of either) holding fee simple interests of record to any Parcel, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation and excluding purchasers under executory contracts of sale.

"Parcel" means a piece of land (including all improvements thereon) shown or designated as a lot on a recorded subdivision plat.

"Properties" means the property described in Exhibit "A" hereto (including all improvements thereon), plus whatever portions of the Cloisters Lands (together with all improvements thereon) are declared to be properties in any Supplemental Declaration, less whatever portions of the Cloisters Lands (together with all improvements thereon) are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration. The term "properties" shall also include any portion of the Surface Drainage system thereon.

"Residential Parcel" means a Parcel containing a Residential Unit.

"Residential Owner" means the owner of a Residential Parcel.

"Residential Unit" means a constructed dwelling that is part of the properties and is intended for use and occupancy as a single family residence.

"Sewer System" means the sewage collection system, and the wastewater disposal system (including any and all related lines, machinery and facilities) servicing or intended to service the properties.

"Supplemental Declaration" means any instrument recorded by The Association in the County's Public Records for the purpose of adding additional properties to common properties, or otherwise amending or supplementing this Declaration.



"Voting Member" means a Member entitled to cast votes at the Association's meeting and who is not delinquent in payment of fees, fines or assessments in excess of 90 days.

"Water System" means the water distribution system (including any and all related lines, machinery and facilities) supplying or intended to supply potable and non-potable water to the properties.

2. OWNERSHIP AND MORTGAGING OF COMMON PROPERTIES

2.1 Transfer by the Association. The Association may transfer all or part of the Common properties owned by it to any public agency, authority or utility, provided an instrument is recorded in which two thirds of the Owners agree by signing the instrument (or a counterpart thereof), to the transfer and the purposes for which and conditions under which it is made.

2.2 Mortgaging By the Association. The Association may mortgage all or any part of the Common properties owned by it for the purposes of improving, repairing, or reconstructing them provided it first obtains the written approval of Owners holding at least two thirds of the votes of the Voting Members in Good Standing (there being only one vote per parcel owned) and providing further that the rights of the mortgagee shall be subordinate to the use rights of the owners.

3. RIGHTS TO USE THE COMMON PROPERTIES

3.1 Owner's Rights and Easements Generally. As long as this Declaration is in effect, each Residential owner shall have a nonexclusive right to and easement for the use and enjoyment of the Common properties. This right and easement shall be appurtenant to and pass with title to that Owner's Unit. This right may be suspended as described in the Bylaws.

3.2 Extent of Owners' Rights and Easements. Except as expressly provided herein to the contrary, any right and easement created by paragraph 3.1 shall be subject to the following:

- (a) The right of the Association to limit the number and type of guests, invitees, or licensees of an Owner who may use the Common properties:
- (b) The right of the Association to establish rules and regulations governing the use of the Common properties and to charge reasonable admission and other fees for the use of any recreational facility situated on them:
- (c) The right of the Association to permit portions of the Common properties (including, but not limited to, recreational facilities) to be used by one or more Owners and their guests for private parties and other similar functions, subject to



the right of the Association to impose reasonable conditions and limitations on such use (including, but not limited to, the posting of a deposit to ensure proper conduct, clean-up, and repairs):

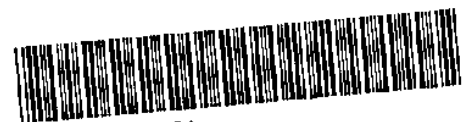
- (d) The right of the Association to suspend the right of an Owner to use a portion or all of the Common properties (with the exception of roadways and other means of ingress and egress) for any period during which any assessment against him remains unpaid or any continuing infraction of the Association's rules and regulations continues and for a period not to exceed 30 days for any single, non-recurring infraction of its rules and regulations:
- (e) The right of the Association (together with its agents, employees, and independent contractors) to perform the maintenance, repair, and reconstruction obligations described herein:
- (f) The right of the Association to fine Owners for infractions of rules and regulations.
- (g) The rights, easements, and restrictions set forth elsewhere in this Declaration, including but not limited to the rights and easements set forth in paragraph 4 hereof.

3.3 Other Persons Entitled to Use by Virtue of Relationship with an Owner. Subject to reasonable regulations adopted by the Association with respect to such persons as well as the matters mentioned in paragraph 3.2. The following shall be entitled to use the Common properties:

- 1) Members of Owner's immediate family
- 2) Guests of the Owner provided they are accompanied by Owner or member of Owner's immediate family

3.4 Parking Spaces. The Association may establish reasonable regulations concerning parking on any portion of the Common properties and may have any vehicle violating them removed at Owner's expense.

3.5 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Parcel owned by him from the liens and charges provided for herein, by waiver of the use and enjoyment of the Common properties or by abandonment of his Parcel.



CFN 2000090921
OR Book/Page: 4164 / 3565

4. SPECIAL EASEMENTS ON COMMON PROPERTIES

4.1 **Public service.** Fire, police, health, sanitation, and other public service personnel and their vehicles shall have a permanent and perpetual easement into, over and out of the Common properties for the purpose of performing their appropriate functions.

4.2 **Utilities.** There is hereby created and reserved a blanket easement upon, across, through and under the properties for the ingress, egress, installation, maintenance, repair, replacement, relocation, expansion, and operation of any and all utility and other service lines, facilities, and systems (including without limitation those for supplying electricity, gas, phone service, and cable television service; for collecting, treating, and distributing water, and for collecting, treating, and disposing of sewage and wastewater) servicing or intended to service any one or more improvements on the Cloisters Lands. There is a blanket easement upon, across, through, and under the Common properties for the disposal, through an irrigation system or otherwise, of treated effluent from any sewage and wastewater collection and disposal system servicing or intended to service one or more improvements. Without limiting the generality of the preceding sentence, the party providing any such utility or other service may, by virtue of the easements created by this paragraph, 4.2, install, maintain, repair, and replace on the properties any and all facilities that are necessary or useful for providing the utility or service, may perform whatever excavations it considers necessary or helpful in doing so and may perform whatever meter installations and meter reading it considers necessary or helpful in operating the utility or service providing it restores disturbed areas to the condition in which they were found. The Association, through the Board, is hereby authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easements created by this paragraph 4.2, and shall be considered and deemed an agent of each Owner for purposes of executing and recording any such instrument with respect to the Parcels owned by that Owner,

4.3 **Special Easement for Ingress and Egress.** The Association may (and is hereby authorized to) grant a perpetual, non-exclusive easement over any roadways (or portions thereof) within portions of the Common properties owned by it in favor of the Owners of dwellings on any portion of the Cloisters Lands and the families, tenants, subtenants, guests, licensees, and invitees of such Owners for the purpose of affording them a convenient means of egress by foot and vehicle from those dwellings to the public roads abutting the Cloisters Lands.

4.4 **Encroachments.** If (a) any portion of the Common properties encroaches upon any other portion of the properties; or (b) any encroachment occurs as the result of construction of an improvement, settling or shifting of an improvement, alteration or repair of the Common properties, repair or restoration of an improvement after damage by fire or other casualty, or (c) a taking by condemnation or eminent domain proceedings of all or any portion of an improvement, then, in any such case, a valid easement shall exist for such encroachment and its maintenance as long as the improvement causing the encroachment stands.



4.5 Support. In any case in which a structure included in the Common properties adjoins a structure included in any other portion of the properties, each structure shall have and be subject to an easement of support and necessity in favor of the other structure.

4.6 Surface Drainage System. There is hereby created and reserved a blanket easement upon, across, through, and under the properties for the ingress, egress, installation, maintenance, repair, replacement, relocation, and operation of any and all of the Surface Drainage System. This easement shall be appurtenant to and for the benefit of all The Cloisters Lands.

5. WATER AND SEWER SYSTEMS

The City of Melbourne will provide water and the County of Brevard shall provide sewer service to The Cloisters Lands.

5.1 Wells. All wells to be used for lawn sprinkling or other outside use shall be deep wells (300 ft. or greater) in order to prevent iron and other minerals from leaving deposits, stains or other blemishes upon Living Units, driveways or sidewalks. Wells shall be constructed according to ARB requirements. Lake water shall not be drawn by any residential parcel. Lot owners shall be responsible for removing stains from sidewalks and driveways.

6. THE ASSOCIATION

6.1 Organization and Duties. The Association shall be responsible for the operation and maintenance of the Common properties in accordance with its Articles of Incorporation and Bylaws and this Declaration, and for the enforcement of the provisions of this Declaration. The Association shall be governed and administered by an elected Board of Directors of not less than seven (7) members in good standing, elected in accordance with the Bylaws of the Association. Board members are expected to attend each regularly scheduled Board meeting. If any Board member is absent from four (4) meetings in any fiscal year, or absent from three (3) consecutive meetings, he or she must resign unless a majority of the remaining Board members vote to waive the resignation because of extenuating circumstances.

6.2 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.



- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto.
- (e) A copy of the current rules of the Homeowners' Association.
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least 7 years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - 1. Accurate, itemized, and detailed records of all receipts and expenditures.
 - 2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - 3. All tax returns, financial statements, and financial reports of the Association.
 - 4. Any other records that identify, measure, record or communicate financial information.

6.3 Membership. Every Owner shall be a Member, but no Owner shall have more than one Membership for each parcel owned. Membership shall not be assignable except to an Owner's successor-in-interest in a Parcel.

6.4 Voting by Voting Members. Any Member in good standing may cast a vote, but only one vote may be cast for each parcel. Should there be more than one vote cast per parcel, the vote for that (those) parcel (s) shall be invalid. Voting shall occur as outlined in the Bylaws.



6.5 Construction Commencement and Completion. Construction of a Residence, which must comply with the policies and procedures of the Architectural Review Board, must commence within two (2) years of purchase by the individual lot owner and must be completed within nine (9) months of the date of commencement unless a longer period is approved by the Board of Directors in their sole discretion. If construction is not completed within said nine (9) month period, the Association shall have the right, but not the obligation, to maintain the lot in a neat and orderly condition until completion of construction. All costs incurred by the Association in doing so shall constitute a special assessment against the lot and the owner, enforceable as provided herein.

7. USE RESTRICTIONS

The Association shall be responsible for enforcing all of the following conditions and restrictions:

7.1 Compliance with Zoning Ordinances. No use may be made of a parcel or the Common properties that violates any applicable zoning ordinance or resolution.

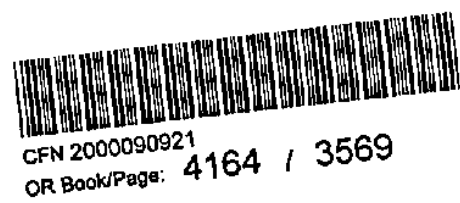
7.2 Rules and Regulations. No person shall use the Common properties or any part of them in any manner contrary to the rules and regulations adopted by the Board under the Bylaws.

7.3 Offensive Conduct. No behavior or practice shall be permitted on the Common properties which violates any published rule or regulation properly adopted and promulgated by the Association, or that endangers or unreasonably annoys an Owner or other authorized user of the Common properties or that might cause the premiums for insurance on the Common properties to be increased, and no immoral or unlawful use shall be made of any part of the Common properties.

7.4 Fireworks and Weapons.

- (a) No explosives or pyrotechnics (including, but not limited to common cherry bombs, rockets, pinwheels, ash cans, etc.) shall be ignited within The Cloisters, with the exception of "sparklers" to be used under parental supervision.
- (b) No firearms (pellet guns, air rifles, air guns, pistols, etc.) shall be discharged within The Cloisters.
- (c) No bows and arrows (including crossbows, Hawaiian slings, etc.) shall be used within The Cloisters.

7.5 Animals. The Board may order temporarily or permanently banned from the Common properties, and/or the properties generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering, or otherwise. This determination is at the sole discretion of the Board. No horses, cattle, swine, goats, poultry,



fowl, insects or reptiles shall be kept outside the unit. Household animals shall be limited to three in number. No animal may be kept on the properties for commercial or breeding purposes. No animal may be kept outside a unit unless some one is present in the unit. Any resident shall immediately pick up and remove any solid animal waste deposited by the pet on The Cloisters Lands, including pet Owner's property. All animals outside of a residential unit must be in a fenced area, carried by hand or on a leash.

7.6 Children. Children must observe the rules and regulations adopted by the Association for the use of the Common properties to the same extent adults and Owners must.

7.7 Security Stops. The Association's security personnel shall have the right to stop and question persons on the Common properties and to require satisfactory evidence of any such person's right to be where he is stopped. Any such person who fails to establish that right may be required to leave the Common properties (even if he actually is entitled to be where he is stopped, but fails to satisfactorily prove that he is.)

7.8 Water Conservation. No Owner shall replace or remove any fixture which affects the amount of water consumption relative to his Parcel and which was originally installed at the parcel if the likely result of the replacement or removal would be to increase the amount of such consumption. The Board of Directors may grant a complete or conditional exemption from the foregoing restriction in any case in which removal or replacement of a particular fixture or device located on a parcel is required because of the fixture's or device's malfunctioning, deterioration, or destruction and its replacement with a fixture or device which is not likely to increase the amount of water consumption relative to the parcel is unfeasible or unduly burdensome because of the unavailability or prohibitive cost of such a fixture or device.

7.9 Damage. In the event an Owner or the Owner's contractors, subcontractors, builders, agents, guests or invitees, whose negligence or willful misconduct causes damages to the common properties or increases the insurance premiums with respect thereto, in the amount of the expenses attributable to the damage or the increased insurance premiums, the Association may elect to impose a special assessment against the Owner's lot, and in addition thereto may proceed with a direct damage claim against the contractors, subcontractors, builders, agents, guests, or invitees

7.10 One Unit Per Lot.

- (a) Only one Unit shall be constructed on any Lot, which shall comply with minimum standards as specified in the Architectural Review Board Manual.
- (b) No lot as shown on the plat of Properties shall be subdivided except that a lot between two lots may be subdivided to increase the size of such lots, and such lots of increased size shall each remain as one building site. Any such subdivision shall be done only with the prior written approval of the Board of Directors and



upon adequate provision in writing filed with the Association and signed by both lot Owners for allocation of the assessments due for the lot to be subdivided.

7.11 Occupancy. No Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary guests are permitted so long as they do not create, in the sole discretion of the Board, an unreasonable source of noise or annoyance to the other residents of the Cloisters lands.

7.12 No Trade or Business.

7.12.1 Trade or Business. No trade, business, profession, or commercial activity, or any other non-residential use, which results in any vehicular traffic to and from the parcel, or which involve any person or persons coming on to the properties in groups, or on more than an occasional basis or that might result in any noticeable sound, smell or level of activity which is in any manner objectionable to other residents, shall be conducted upon any portion of the properties or within any lot or Unit by any owner or resident of the properties. No activity may be performed on the lots which is not permitted by and (where necessary) licensed by the appropriate governmental body.

7.12.2 Solicitations. No solicitations shall be allowed, except for solicitations by resident children for school fund raising, or Boy/Girl Scout solicitations, or food contribution drives by the U.S. Postal Service, or similar non-commercial, non profit, altruistic causes.

7.12.3 Garage Sales. Garage Sales, Estate Sales, and the like will not be permitted except community garage sales, whose timing shall be determined by the Board.

7.13 Leases. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and copies shall be delivered to the Board of Directors prior to occupancy by the tenant (s). No lease shall be for a period of less than one year.

7.13.1 Tenant Name. Owner must supply the Board the name, address and phone number of the tenant. It shall be the Owner's responsibility to check for any record of criminal activity of each tenant and file a report with the Board before occupancy.

7.13.2 Covenant and Bylaw Copies. Owner is responsible for providing a copy of The Cloisters' Covenants, Bylaws and all rules and regulations, including the ARB Manual, to his tenant, and must certify to the Board that he has so provided. Copies will be made available by the Board upon request. There will be a charge for copies.

7.14 Outside Storage of Personal Property. The personal property of any resident shall be kept inside the resident's Unit or a fenced or a walled-in-yard, except for tasteful patio furniture and other personal property commonly kept outside. The final determination is up to the Board.



7.15 Portable Buildings. No portable, storage, temporary, or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Board.

7.16 Garbage and Trash. Each owner shall regularly pick up all garbage, trash, refuse, or rubbish on the Owner's lot. Garbage, trash, refuse, yard clippings or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the Lot after dusk on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse, yard clippings or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters, or garbage facilities shall be stored inside a Unit or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. There shall be no burning of trash or other waste material.

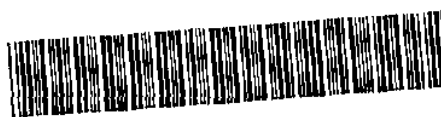
7.16.1 Dumping on Vacant Lots. Garbage, trash refuse, yard clippings or rubbish deposited on a vacant lot by an Owner or any contractor commissioned by the Owner, is forbidden. The actions of the contractor shall be the responsibility of the Owner. All costs to the Association incurred in the removal of the above shall be assessed to the Owner, as well as any applicable fines.

7.17 Vehicles and Pedestrians.

7.17.1 Parking. No vehicle shall be parked outside of a Unit without the prior written consent of the Board if commercial lettering and advertisement of any type or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle. The foregoing restrictions shall not be deemed to prohibit temporary parking of commercial vehicles while making delivery to, on, from or while used in connection with providing services to the properties. The Owner and residents of any Unit may not keep more than four vehicles within the properties on a permanent basis without the prior written consent of the Association. All vehicles parked within the properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the properties for more than 24 hours, and no major repair of any vehicle shall be made on the properties. No vehicle may be parked on the street within 20 ft. of another vehicle parked on the opposite side of the street

7.17.2 Motorcycles. Motorcycles are not permitted except with the prior written consent of the Board, which may be withdrawn at any time. And any permitted motorcycle must be equipped with appropriate noise muffling equipment at the sole discretion of the Board, so that the operation of same does not create an unreasonable annoyance to the residents of the Cloisters.

7.17.3 Unlicensed Vehicles. No unlicensed motorized vehicle, including but not limited to ATV, Go cart, motorized skate boards, or mopeds, shall be used on streets, on sidewalks, or common areas.



7.17.4 Speeding. Residents, their visitors or employees, shall strictly adhere to the posted speed limits. Repeated violation of these limits shall be considered a major offense and subject to fines and/or penalties.

7.17.5 Pedestrians. Pedestrians shall have the right of way in all Cloisters streets and sidewalks. Reckless behavior involving motorized or non-motorized vehicles of any kind in streets, sidewalks or common areas is strictly prohibited. The Board shall have the authority, in its sole discretion, to enforce compliance.

7.17.6 Overnight Parking. No vehicle may be parked on common streets between 3 AM and 5 AM. Any vehicle found in violation shall be subject to towing at the Owner's expense

7.18 Landscaping.

7.18.1 Improved Lots. The Owner of each lot containing a Unit shall be required to install and maintain tasteful landscaping on his lot, and on any contiguous property between his lot and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the Architecture Review Board (ARB). All such landscaping shall be maintained by the Owner in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing and weed, insect and disease control shall be performed. Underground sprinkler systems shall be installed, maintained and used for irrigation purposes. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ARB. All sod, plants, trees, shrubs or flowers shall be maintained in good health, and all dead or diseased items shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior of any Lot. Trees shall at all times be trimmed so as not to obstruct, or otherwise interfere in any manner, with pedestrian use of sidewalks or vehicular use of streets. The Board will authorize the trimming of any tree that obstructs the sidewalk and assess the Owner for the cost incurred plus any applicable fines. If an original or replaced parkway tree dies or is damaged to the extent that it is unsightly, the homeowner must replace the dead or damaged tree without undue delay.

7.18.2 Vacant Lots. Prior to the construction of improvements upon a Lot, the Owner of the Lot shall maintain the Lot in good appearance and free from rubbish. No parking is permitted on vacant lots at any time. Violators will be towed at the Owner's expense.

7.18.3 Landscaping Plans. Simultaneously with the submission of building plans for a new Unit to be approved by the ARB, the applicable Owner shall also provide a landscaping plan for approval which shall indicate all plants to be used including size, quantity and placement. The type and location of the foregoing shall be approved by the ARB.

7.19 Maintenance. Each Owner shall maintain his Unit and all improvements upon his Lot in first class condition at all times. The exterior of all Units, including, but not limited to, roofs,

walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner, as determined in the sole discretion of the ARB. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other Units, and no excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted. No owner shall change the exterior color of his Unit without the consent of the ARB. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Lot shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary, as determined in the sole discretion of the ARB.

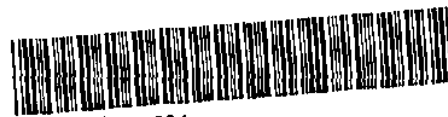
7.20 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All exterior central air conditioning units and equipment must be visually screened from view by landscaping or other approved materials, and in any event, no exterior central air conditioning units or equipment shall be placed in the front of the Unit.

7.21 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ARB shall have the right to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing. Provided, however, nothing contained in this paragraph shall be construed to limit the reasonable use of energy devices based on renewable resources as provided in Florida Statute 163.04.

7.22 Nuisances. No nuisances shall be permitted within the properties, and no use or practice which is an unreasonable source of annoyance to the residents within The Cloisters Lands or which shall interfere with the peaceful possession and proper use of The Cloisters Lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. No feeding of wild animals, birds, etc. is permitted within The Cloisters Lands, to the extent that this feeding causes a nuisance as determined by the sole discretion of the Board.

7.23 Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted without the prior written consent of the Board.

7.24 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the Association so that they shall be substantially concealed or hidden from any eye level view from any street or adjacent property.



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7.25 Signs. No signs, except "FOR SALE" signs, shall be placed upon any Lot, or in or upon any Unit which are visible from the exterior of the Unit. Any permitted signs must comply with all specifications adopted by the ARB.

7.26 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

7.27 Boats. No boats or trailers may be kept or stored upon any Lot or outside of any Unit. No motorized boats (including jet skies) are allowed on either lake.

7.28 Surface Water Management. No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the Cloisters Lands without the prior written approval of the Association and any controlling governmental authority, including, but not limited to, the excavation or filling in of any lake or any portion of the Cloisters Lands.

7.29 Swimming Pools. Construction of a swimming pool may be only of concrete or a concrete-type material. No above ground pools of any type are permitted. The outside edge of any pool shall not be closer than five feet to a line extended and aligned with the side walls of the Unit. No screening of pool area may extend beyond a line extended and aligned with the side walls of the Unit. Pool screening may not be higher than two stories. No overhead electrical wires shall cross any pool. Any pool lights, other than low voltage or underwater lights, must be at least four feet from the edge of the pool. No swimming pool having an elevation exceeding four feet above normal grade shall be permitted. In cases where the back yard surrounding a pool is not fenced in, the pool itself must be enclosed with a screen enclosure as described in the ARB Manual. The entrance gate to the back yard or the pool itself, as the case may be, is to be constructed with a self-locking latch placed at least 40 inches above the ground.

7.30 Exterior Lighting. A minimum exterior lighting plan, including lamppost type and location must be included with the building plans for any new Unit submitted for approval by the ARB. Any exterior lighting shall be maintained in good condition at all times.

7.31 Mailboxes. All mailboxes within the properties must be built to specifications approved by the ARB, and house number on mailboxes must be street visible.

7.32 Recreational Facilities. The recreational building or facility shall be available for parties and other social functions to Owners only, on a reservation basis. The Owner will be required to reserve the facility with the Board specifying the type of function and the number of guests who will be attending. The Board will require a refundable security deposit for the use of the recreation facility and may require a non-refundable usage fee for the use of the facility. The amount of the usage fees shall be set by the Board. The Board, at its sole discretion, may require a security guard to be present at a function. The expense of a security guard shall be borne by the Owner making the reservation. No function shall continue in the facility after such time as set by the Board. The Lot Owner must be present at the function during set-up for the function



and the entire time of the function. The key must remain at all times in the possession of the Owner. Clubhouse rules, as approved from time to time by the Board, shall be obeyed.

- 7.33 Utility Installations. All utilities, including electrical, telephone, gas, telecommunication, and television systems shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in pad mounted enclosures or vaults.

8. MAINTENANCE AND TAXES

8.1 Maintenance of Common Properties. The Association shall be responsible for maintaining all of the Common properties (including all improvements, furnishings, fixtures, equipment and vegetation located on them) in a clean, safe and orderly condition and replacing them when necessary. The maintenance and repair of the wall and fencing surrounding the Properties is the responsibility and obligation of the Association except for the inside vertical surface of the wall that is contained within the individual lot Owner's property, which is the responsibility and obligation of the lot Owner to maintain, repair and paint (all paint to be the same color as the exterior of the wall.) The Board of Directors shall be responsible for ordering maintenance of the Common properties to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies.

8.2 Taxes and Assessments. The Association shall promptly pay when due all real estate and personal property taxes and governmental assessments levied with respect to the Common properties (including all improvements, fixtures, furnishings and equipment thereon).

8.3 Maintenance of Surface Drainage System. The Association shall be responsible for maintaining the Surface Drainage System wherever located on the properties in a clean, safe and orderly condition and replacing them when necessary, in accordance with the requirements of the St. Johns River Water Management District or a successor agency. The Board of Directors shall be responsible for ordering maintenance of the Surface Drainage System to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies. The storm water retention area situated within the perimeter walls of the community shall be maintained in a manner consistent with that of the privately owned properties, specifically the areas immediately adjacent to the retention area shall be periodically fertilized, mowed, cleared of any debris, and the fountains will be maintained in good operating condition.

9. INSURANCE

9.1 Casualty. The Association shall at all times keep the Common properties insured in an amount equal to their maximum insurable replacement value. Such coverage shall afford protection against:



- (a) Fire. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.
- (b) Other Risks. Such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use to the improvements on the Common properties, including, but not limited to, flooding, vandalism and malicious mischief. All or any part of such coverage may be extended to such personality of the Association as the Board may deem desirable. The coverage described in this Paragraph 9.1 shall be written in the name of the Association, and its proceeds shall, subject to Paragraph 9.4, be payable to the Association.

9.2 Public Liability. The Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association, the Board, and the Owners against liability in connection with the Common properties in such amounts as the Board may deem desirable. Subject to reasonable availability, any such policy shall have a cross liability endorsement to cover liability of the Owners as a group to an Owner and vice versa.

9.3 Additional Coverage. The Association shall obtain whatever other insurance the Board of Directors determines from time to time to be desirable.

9.4 Insurance Trustee. The Board may designate a Florida or national bank with trust powers to function as an insurance trustee and may have the policies purchased under this Paragraph 9 provide for payment of their proceeds to that insurance trustee. Any such insurance trustee shall be responsible only for receiving whatever proceeds are paid to it and for distributing them in the manner and for the purposes set forth in Paragraph 10.

9.5 Premiums. The premiums for insurance purchased pursuant to this 9 shall be an expense of the Association.

10. REPAIR OF DAMAGE TO THE COMMON PROPERTIES.

10. Repair of Damage to the Common properties. Each owner shall be liable to the Association for damage to the Common properties caused by his negligence or willful misconduct or that of his family or guests to the extent of the damage.

10.1 Repair and Reconstruction Generally. The repair and reconstruction of the Common properties after casualty shall be governed by the following provisions:

- (a) Sufficient Insurance Proceeds. If, in the event of damage or destruction of the Common properties, the insurance proceeds are sufficient to effect total restoration, then the Association shall cause the damaged Common properties to



be repaired and reconstructed substantially as they previously existed. This clause shall not be construed to prohibit the upgrading of Common properties.

- (b) Nearly Sufficient Insurance Proceeds. If the insurance proceeds are within \$25,000.00 of being sufficient to effect total restoration to the Common properties, then the Association shall cause the damaged Common properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against all of the Owners in proportion to their assessment shares provided in Paragraph 11.4.
- (c) Insufficient Insurance Proceeds. If the insurance proceeds are insufficient by more than \$25,000.00 to effect total restoration of the Common properties, then by voting in person or by proxy at a duly called Association meeting, the Voting Members shall determine whether (1) to rebuild and restore the damaged Common properties in substantially the same manner as they existed prior to damage and to raise the necessary funds in excess of the insurance proceeds by levying special assessments against all the owners in proportion to their assessment shares or (2) to rebuild and restore the damaged Common properties in a manner which utilizes all available insurance proceeds, as well as an additional amount assessable to all the owners as aforesaid but which is less expensive than replacing the damaged Common properties.
- (d) Escalation of Threshold Amounts. The dollar amounts specified in paragraphs 10.1(b) through 10.1(c) shall be adjusted every 12 months after the initial Declaration is recorded to reflect changes in the Consumer Price Index published by the United States Bureau of Labor Statistics (or successor index reflecting the cost of living.)

10.2 Bearing of Negligence or Willful Misconduct. Each Owner shall be liable to the Association for any damage to the Common properties attributable to his negligence or willful misconduct or that of his family or guests, to the extent the damage is not covered by insurance. In addition, the Association reserves the right to charge a special assessment against any such Owner equal to the increase, if any, in the insurance premium directly attributable to the damage caused by him.

11. ASSESSMENTS

11.1 Covenant to Pay; Creation of Lien.

- (a) Covenant. Each person or entity who accepts a deed to a Parcel or who accepts title thereto, as an heir or devisee, is hereby deemed to have covenanted and agreed to pay the Association periodic and special assessments as hereinafter



provided (whether or not the covenant or agreement is expressly mentioned in the deed or other instrument by which he or it acquired title).

- (b) Personal Obligation. Each periodic and special assessment provided for in this paragraph 11, together with any related interest, penalties, attorneys' fees and costs of collection, shall constitute the personal obligation of the Owner of the property against which the assessment is made and, except as otherwise provided herein, the personal obligation of his successors and assigns. If the Owner consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the obligation.
- (c) Creation of Lien. Each periodic and special assessment provided for in this paragraph 11, together with any related interest, attorneys' fees, penalties and costs of collection provided for in this paragraph 11, shall constitute a charge and continuing lien on the Parcel against which the assessment is made and on any improvements on that Parcel that are owned by that property's Owner, until payment is received by the Association. First mortgage liens or tax liens shall take precedence unless lien by The Cloisters was filed first.

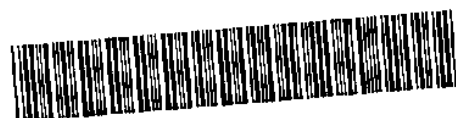
11.2 Purpose. The assessments imposed pursuant to this paragraph 11 shall be used exclusively for the operation and administration of the Association and the operation, maintenance, restoration, and improvement of the Common properties as provided in this Declaration and the Bylaws and for the accumulation of reserve funds. These purposes shall be liberally construed, however, to promote effectively the welfare, safety and recreational opportunities of the Owners and their tenants.

11.3 Periodic Assessments: Board's Determination of Amount and Frequency of Payment. The Board shall fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner subject to assessment. The amount fixed by the Board may include reasonable reserves for repairs and capital improvements on the Common properties. If any Owner fails to pay an installment of an annual periodic assessment, the Board may, by written notice to the Owner, accelerate the remaining installments of that assessment.

11.4 Special Assessments.

11.4.1 On Owners Generally. Special assessments may at any time be levied by the Board upon all Owners subject to periodic assessments for any of the following purposes and on any of the following conditions:

- (a) For repair or restoration of the Common properties after casualty in accordance with paragraph 10;



- (b) For capital improvements upon the Common properties (including appurtenant or related fixtures and personality), provided that any such assessment that is in the aggregate in excess of \$25,000.00 (which amount shall be adjusted every 12 months after this Declaration is recorded in the same manner as the amounts mentioned in paragraphs 10.1(b) through 10(c) are adjusted pursuant to paragraph 10.1(d) shall require affirmative majority vote to be cast by the members who are present or by proxy at a duly called meeting. Any such assessment that is in the aggregate in excess of \$100,000.00 (which amount shall be adjusted every 12 months after the Initial Declaration is recorded in the same manner as the amounts mentioned in paragraph 10.1(d) shall require a two thirds vote by members in person or by proxy at a duly called meeting;
- (c) To make up deficits in operating and maintenance accounts resulting from inadequate periodic assessments;
- (d) For purposes and on conditions stated elsewhere herein.

11.4.2 Culpable Owner. A special assessment may be levied against any Owner to collect any liability of that Owner to the Association arising from a violation by that Owner of this Declaration, the Bylaws or the Association's rules and regulations.

11.5 Share of Assessments. The periodic assessments provided for in paragraph 11.3 and the special assessments provided for in paragraph 11.4(a) shall be assessed against each Parcel equally.

11.6 Non-Use. No Owner may exempt himself from personal liability for periodic or special assessments levied by the Association hereunder, or release his Parcel from the liens imposed hereby, by his failure to use the Common properties or his abandonment of his Parcel.

11.7 Association's Remedies for Non-Payment.

(a) Penalties for Delinquency. Any assessment that remains unpaid after the due date, shall be considered delinquent and subject to a monthly fine (the amount of which shall be found in the schedule of fines) from the date it is due until the date it is paid. Any unpaid assessment shall accrue interest at the highest rate permissible by law.

(b) Enforcement of Lien. The Association may bring an action in its name to foreclose any lien on a Parcel in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments with interest thereon (plus the costs and expenses mentioned in paragraph 11.7(c) without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least 30 days' written notice of its intentions and, in the case of a foreclosure, must file a claim of lien in the County's Public Records. Upon the timely curing of any default (including the payment of fees and costs



secured by the Association's lien) for which a Claim of Lien was filed, the Owner curing the default is entitled to have a Satisfaction of Lien recorded upon payment to the Association of a fee to be determined by the Association for associated costs.

(c) Attorney's Fees and Other Costs of Enforcement. Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid periodic or special assessment or the enforcement of any lien provided for by paragraph 11.1 (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all the sums advanced and paid by the Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and secured by the Association's lien.

(d) Cumulative Remedies. The remedies provided in this paragraph 11.7 shall be cumulative and not mutually exclusive.

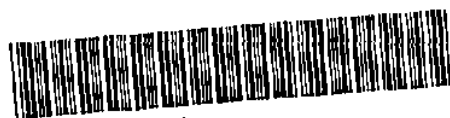
(e) Association's Certificate. Each Owner of an assessable Parcel and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his Parcel upon payment to the Association of a reasonable fee not exceeding \$25.00. Any person other than the Owner of the Parcel in question who relies upon such a certificate shall be protected hereby.

12. ARCHITECTURAL CONTROL

12.1 Composition. The Architectural Review Board (ARB) shall consist of 3 members in good standing. Each member of the Architectural Review Board shall be appointed by the Board of Directors and shall hold office for two years, with one member being replaced each year, unless he resigns or is removed, as provided herein. Members of the Architectural Review Board may be removed by the Board of Directors at any time without cause. No current member of the Board of Directors shall serve on the ARB.

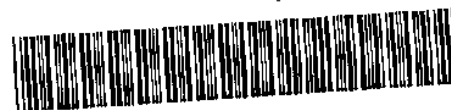
12.2 Review of Proposed Construction. The ARB shall be responsible for the review of Proposed home construction plans, exterior remodeling, or the addition of a pool, wall or fences proposed for any current or proposed home for compliance with all current covenants and deed restrictions and aesthetic quality

(a) The ARB shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations or additions contemplated will be in harmony with the surrounding structures and are otherwise desirable. No improvement, including landscaping, detrimental to the appearance of the surrounding area or the properties as a whole shall be erected or installed on the



properties. No improvement shall be painted or otherwise modified, and no screen, canopy, shutter, solar heating equipment or other appurtenances shall be attached to or placed upon the exterior of an improvement unless approved, in writing, by the ARB. The plans and specifications, including landscaping, must be submitted and be approved, in writing, by the ARB.

- (b) The Owner will submit thirty (30) days in advance of the date on which construction is to begin two complete sets of plans (including home blueprints, landscaping plan, pool plans, mailbox and lamppost location, and all exterior colors, including roof tile.) In addition, a deposit of \$1,000.00, or an amount to be set by the Board, drawn on the contractor's account, for each construction proposal submitted to the ARB, shall be included. This deposit is forfeitable if the contractor violates any of the Association's rules and regulations as outlined in Section 12.7 (d).
- (c) The ARB may condition its approval of proposals, plans and specifications as it deems appropriate and may require submissions of additional plans and specifications or other information prior to approving or disapproving the material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval.
- (d) The ARB shall have thirty (30) days after delivery of all required material to approve or reject any such plans, and a proposal that is not rejected within such 30-day period shall be deemed approved.
- (e) All proposals which comply in every respect with the covenants and deed restrictions and which, in the opinion of the ARB, are acceptable aesthetically, shall be approved for construction upon signature by both the homeowner and the builder of the pre-construction agreement and the Construction Policies and Procedures, along with the appropriate construction deposit. Approvals must be specifically authorized in writing by a majority of the ARB, and such authorization must state that no member of the ARB has any unresolved objection to the approval. Any unresolved objection shall be made known to the Board of Directors prior to the issuance of the approval.
- (f) All proposals found not to be in compliance with the covenants and the deed restrictions shall be reported in writing to the owner as not in compliance. After such report, signed by a majority of the ARB, the Owner shall have the following options:
 - (1) The applicant may correct those items not in compliance and secure release for construction as outlined herein.
 - (2) Upon receipt of non-compliance notice, the applicant may request in writing, within 14 days, that the ARB reconsider their decision. Failure to respond to the ARB's notification of non-compliance within 14 days shall constitute a waiver of the applicant's right to appeal the decision. The ARB shall respond in writing to this request within 14 days of its receipt. In the event disagreement still exists



regarding the ARB's ruling, the applicant may request the ARB to submit the proposal to the Board of Directors with a request for a final decision regarding compliance. The ARB shall also submit at that time its recommendation as to approval or rejection of such variance.

- (g) The Board of Directors shall be empowered to make the final decision regarding compliance or non-compliance. Approval or rejection shall be by majority vote of the Board members present. Should the variance be approved, plans shall be released for construction according to procedures established herein. If the request is rejected, the Owner shall correct those items not in compliance.
- (h) Notwithstanding any provision in this paragraph 12 to the contrary, the approval of the ARB shall not be required for any additions, changes or alterations to an Improvement, if the additions, changes or alterations (as the case may be) are not visible from outside the Improvement, or, if in the case of painting (or the like), the color and quality thereof is substantially the same as those of the Improvement as it originally existed.

12.3 Meetings of the Architectural Review Board. The Architectural Review Board shall meet, in private, from time to time as necessary to perform its duties hereunder. The vote of a majority of the Architectural Review Board shall constitute an act of the Architectural Review Board.

12.4 No Waiver of Future Approvals. The approval of the Architectural Review Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any proposals or plans and specifications (including landscaping) subsequently or additionally submitted for approval or consent.

12.5 Compensation of Members. The members of the Architectural Review Board shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

12.6 Non-Liability of Committee Members. Neither the Architectural Review Board, any of its members nor its authorized representative, shall be liable to the Association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Review Board's duties hereunder, unless the loss, damage or injury is due to the willful misconduct or bad faith of one of its members (in which case only the culpable member shall have any liability). The ARB shall not, however, be responsible for reviewing any plan or design from the standpoint of structural safety or conformance with building or other codes.



12.7 Inspection of Work. The ARB may inspect any work performed on any parcel at any reasonable time at its sole discretion. The inspection of work and correction of defects therein shall proceed as follows:

(a) Notice of Completion. Upon the completion of any work for which approved plans are required under this Paragraph 12 hereof, the applicant for such approval ("the Applicant") shall give the Architectural Review Board written notice of the completion.

(b) Inspection. Except in extenuating circumstances, upon receipt of such notice, the ARB shall inspect the work within 14 days. If the Architectural Review Board finds that the work was not done in substantial compliance with the approved plans, it shall notify the applicant in writing of the non-compliance, within 14 days, specifying the particulars of non-compliance. Upon receipt of such notice, the applicant may request, in writing, that the ARB reconsider their decision. Failure to respond to the ARB's notification of non-compliance within 14 days shall constitute a waiver of the applicant's right to appeal the decision. The ARB shall respond, in writing, to this request within 14 days of its receipt.

(c) Non-Compliance. Any applicant who receives notice of non-compliance shall remedy the non-compliance within 30 days of final notification, and, if he fails to do so, the Architectural Review Board shall notify the Board of Directors in writing of the failure. Upon receipt of final notification from the ARB, the applicant may request, in writing, that the Board schedule a hearing on the issue(s) of non-compliance, in accordance with the Bylaws. At the hearing, the Board shall determine, in its sole discretion, whether there is a non-compliance and, if so, its nature and the estimated cost of correcting and removing it. If a non-compliance exists, the Applicant shall remedy or remove it within a period of fifteen (15) days from the date of the announcement of the Board's ruling. If the applicant does not comply with the Board's ruling within that period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and in either case the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection with the Board's action. If the Applicant fails to promptly reimburse the Association within thirty (30) days, the Board shall levy a special assessment against the Applicant for reimbursement.

(d) Forfeiture of Construction Deposit. Failure of the builder/contractor, his subcontractors or employees to adhere to any of the following shall be cause for forfeiture of all or part of the construction deposit, at the discretion of the ARB:

1. The conditions of Section 12.7
2. Construction Policies and Procedures.
3. All other Association rules and regulations.
4. The construction of all improvements exactly as per ARB approved plans (regardless of subsequent acceptance of such deviations by the ARB or Board.)



The builder may appeal such forfeiture to the Board, which shall, by majority vote, sustain, modify, or overturn the forfeiture.

(e) Effect of Committee's Failure to Notify Applicant. If for any reason the Architectural Review Board fails to notify the applicant of any non-compliance within fourteen (14) days after receipt of his written notice of completion, the Improvements shall be deemed to be in accordance with the plans approved by the ARB.

12.8 Construction without ARB Approval. If any construction is performed without ARB approval, it may be subject to fines and/or assessments, as well as the same remedies it would be subject to under the Section on non-compliance. Any construction on any lots without ARB approval shall constitute irreparable injury to the Association and other lot Owners such that the Association and other lot Owners do not have an adequate remedy at law and would be entitled to obtain injunctive relief halting construction until ARB approval, or a Court of competent jurisdiction's final judgment permitting such construction.

12.9 Variances. The ARB may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations dictate a variance. Any such variance must be evidenced in writing and signed by a majority of the ARB. No violation of the Covenants and Restrictions shall be deemed to have occurred with respect to a matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the Covenants and Restrictions for any purpose except as to the particular property and particular provisions hereof, covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback liens or requirements imposed by any governmental or municipal authority. Notice of a request to the Board for variance shall be posted at least 48 hours in advance of the regularly scheduled Board meeting.

13. AMENDMENTS TO DECLARATION

This Declaration may be amended only by the affirmative vote or written consent of two-thirds of the Voting Members entitled to vote.

14. EFFECT AND DURATION OF COVENANTS

Effect and Duration of Covenants. The Covenants and Restrictions shall run with, bind, benefit and burden all of the properties, and shall run with, bind, and be enforceable by and against the Developer, the Association, every owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of 40 years from the date the Initial Declaration is recorded. After that time they shall be automatically extended for successive periods of 10 years each unless an instrument has been recorded in which 80 percent of the then members of the

Association and 80 percent of the holders of the then outstanding Institutional Mortgages agree by signing it to revoke the Covenants and Restrictions in whole or in part and the County consents to the revocation; provided, however, that no such agreement shall be effective unless it is made and recorded at least 2 years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every owner at least 90 days before any action is taken. Each person who owns, occupies or acquires any right, title, estate or interest in or to any portions of the properties shall be conclusively deemed to have consented and agreed to each and every one of the provisions of this Declaration, whether or not any reference to the provisions of this Declaration is contained in the instrument by which that person acquired an interest in that property. If any provision or application of this Declaration would prevent the provisions of this Declaration from running with the properties as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow the provisions hereof to so run with the properties; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (i.e., that the provisions hereof run with the lands as aforesaid) be achieved.

15. MISCELLANEOUS PROVISIONS

15.1 Constructive Notice and Acceptance. Each person, or entity, who owns, leases, occupies or otherwise has any right, title, estate or interest in or to any Unit shall be conclusively deemed to have consented and agreed to each and every one of the Covenants, Conditions and Restrictions, whether or not any reference to the Covenants, Conditions and Restrictions is contained in the instrument by which that person acquired an interest in that property.

15.2 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by the Association or its agents or employers regarding the physical condition of the Common properties, their zoning, their compliance with applicable laws, their fitness for intended use or the cost of their operation and maintenance, except as specifically and expressly set forth in this Declaration.

15.3 Enforcement Generally. The Association or any Owner may enforce the Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any one or more of them.

15.4 No Waiver. No requirement contained in this Declaration or the Bylaws shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

15.5 Severability. The invalidity, in whole or in part, of any covenant, restriction or other provision of this Declaration, the Bylaws, or the Articles, shall not effect the validity of their remaining portions.



15.6 Gender and Plurality. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular.

15.7 Notice to Owners. Whenever notices are required to be given hereunder, they shall be sent to the Owners by mail at the address of their Parcel. Such notices shall be deemed given when deposited in the United States mail. Any Owner may change his mailing address by written notice given to the Association.

15.8 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the provisions that follow them.

15.9 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a workable plan for the operation of a first-class community on the properties.

15.10 Seal. The official seal of the Association shall read exactly "The Cloisters Homeowners Association of Brevard, Inc." No other seal shall be deemed valid.

16. PRIOR DECLARATION AND AMENDMENTS SUPERSEDED

All Declaration of Covenants and Restrictions, however titled or captioned, and all amendments to any such Declarations previously recorded by either the Developer, the predecessor(s) to the Developer, or by the Association prior to the date of the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Cloisters, are hereby and forever superseded and replaced by this instrument.

IN WITNESS WHEREOF, THE CLOISTERS Homeowners Association of Brevard, Inc., a Florida corporation not for profit, has caused these presents to be signed in its name by its proper officer on this 16th day of May, 2000.

Signed, sealed and delivered
In the presence of:

THE CLOISTERS HOMEOWNER'S
ASSOCIATION OF BREVARD, INC., a not-for-profit
Florida Corporation

Elizabeth D. Pappas
Witness

Anthony LeMondale
President

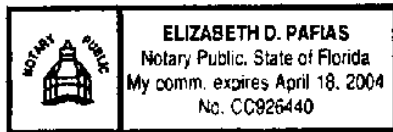
Barbara Freeman
Witness
STATE OF FLORIDA



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COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17 day of May, 2000, by Anthony Cardinale, as President of The Cloisters Homeowners Association of Brevard, Inc., on behalf of the Association. He/She is personally known to me or has produced FLDL C635000 300as identification and did (did not) take an oath.



Elizabeth D. Pafias
Notary Public
My Commission Expires:
Commission Number:



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CFN 2000090923 05-17-2000 01:32 pm
OR Book/Page: 4164 / 3596

A-Cardinal
1960 Canterbury Dr.
KJ
Indeche, FL 32903
HC

EXHIBIT "D"

BYLAWS OF
THE CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD INC.
a Florida corporation, not for profit

Sandy Crawford

Clerk Of Courts, Brevard County

ARTICLE 1

GENERAL

#Pgs: 14	#Names: 2	Serv: 0.00
Trust: 7.50	Rec: 57.00	Excise: 0.00
Read: 0.00		Int Tax: 0.00
Mtg: 0.00		

Section 1. Organization and Purpose. The provisions which follow are the Bylaws of The CLOISTERS HOMEOWNERS ASSOCIATION OF BREVARD, INC. (the Association"), a Florida corporation, not for profit, organized for the purposes set forth in Article III of its Articles of Incorporation.

Section 2. Location of Principal Office. The Association's principal office shall be located on The Cloisters' Lands or such other suitable place as close thereto as practicable, in Brevard County, as may be designated by the Association.

ARTICLE 2

TERMINOLOGY

For the sake of brevity, the Association's Articles of Incorporation are referred to in these Bylaws as the "Articles", the Association's members officers and directors as "Members", "Officers" and "Directors", respectively, and the Association's Board of Directors occasionally as just the "Board". "Hereof", "herein" and words of similar import refer to these Bylaws as from time to time properly amended. The other capitalized terms used in these Bylaws shall have the same meanings they have in the Declaration of Covenants, Conditions and Restrictions for The Cloisters which has been or will be recorded in the Brevard County, Florida Public Records (the "Declaration") unless another meaning is expressly assigned to them in these Bylaws is or is clearly indicated by the context in which they are used.



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ARTICLE 3

MEMBERS, VOTING MEMBERS, AND VOTING RIGHTS

Section 1. Voting Rights. Any member in good standing shall have the right to vote as provided from Section 6 of the Declaration of Covenants.

Section 2. Majority of Quorum. Unless a higher percentage is required expressly in the Bylaws or in the Declaration or the Articles, any action which is required to be taken by Voting Members of the Association may be so taken by a vote of a majority of a quorum of the votes of Voting members of the Association, and for purposes hereof and of the Declaration and Articles, the term "majority of Voting Members" or reference to some specific percentage of the votes of Voting Members not of the Voting Members themselves.

Section 3. Quorum Amendments.

(a) The percentage of voting interest required to constitute a quorum at a meeting of the Members shall be 30 percent of the total voting interests. Such Voting Members present at a duly called or held meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Voting Members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth here.

(b) Any governing document of the Association may be amended by the affirmative vote of two-thirds of the voting interests of the Association, in person or by proxy.

Section 4. Proxies. Votes of Voting Members may be cast in person or by proxy signed by the Voting Member giving it. Every proxy shall be revocable, but shall continue as valid until so revoked or until it terminates. A Voting Member's proxy shall be valid only for the particular meeting specified in the proxy and any properly called adjournments thereof. Unless the proxy specifically indicates on its face that it is a proxy to vote only on a particular question or questions at the meeting, it shall entitle the holder to vote for the Voting Member on all issues that properly come before the meeting.

ARTICLE 4

VOTING MEMBERS MEETINGS



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Section 1. Place of Meetings of Voting Members. Meetings of the Voting Members shall be held on The Cloisters Lands, or such other suitable place as close thereto as practicable in Brevard County, as may be designated by the Board of Directors.

Section 2. Annual Meeting of Voting Members. The annual meeting of Voting Members shall be held on the date at the place and at the time determined by the Board of Directors, from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting, if possible. At each annual meeting there shall be elected by ballot of the Voting Members, a Board of Directors, in accordance with the requirements of these Bylaws. The Directors shall be elected for a term of one (1) year. Unless a Director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected and has taken office. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Voting Members may also transact such other business of the Association as may properly come before the meeting.

Section 3. Special Meetings of Voting Members. Special meetings of the Voting Members may be called at any time by a majority of a quorum of the Board of Directors, or upon petition signed by Voting Members holding at least one-third (33-1/3 percent) of the votes of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings of Voting Members. It shall be the duty of the Secretary to mail, fax, or hand deliver a notice of each annual or special meeting of Voting Members, stating the purpose thereof, as well as the day, hour and place it is to be held, to each Voting Member at least ten (10), but not more than sixty (60), days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The sending of a notice, in the manner provided in this Section, shall be considered notice served. If no address or fax number has been furnished the Secretary, notice shall be deemed to have been given to a Voting Member if delivered to his Parcel and posted in a conspicuous place on the Common properties.

Section 5. Adjourned Meetings. If any meeting of Voting Members cannot be organized because a quorum has not attended, the Voting Members who are present, either in person or by proxy, may adjourn the meeting to a later date. Such later meetings may be held only upon a new notice thereof, as provided in Section 4 of this Article.

Section 6. Order of Business. The order of business at all meetings of the Voting Members shall (unless waived) be as follows: (a) roll call to determine the voting power

represented at the meeting; (b) proof of notice or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) unfinished business; and (f) new business. Meetings of Voting Members shall be conducted by the Officers of the Association, in order of their determined priority.

Section 7. Action Without Meeting. Any action which, under the provisions of Florida law, may be taken at a meeting of the Voting Members, may be taken without a meeting if authorized in writing by the requisite percentage of all Voting Members who would be entitled to vote at a meeting of Voting Members for such purpose, and if thereafter filed with the Secretary.

Section 8. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Voting Members, when signed by the President or Secretary, and approved by the Membership, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 5

DIRECTORS AND BOARD MEETINGS

Section 1. Number and Qualification. The Board shall consist of seven (7) Directors, who currently reside in The Cloisters, and who are members of the Association in good standing (as defined in the Declaration of Covenants).

Section 2. Election and Term of Office. Each member of the Board of Directors shall be elected by the members at the annual meeting and shall hold office for two years, with one half of the Board being replaced each year. At annual meeting of the Members, Directors shall be elected by written ballot by a plurality vote of Voting Members present at (in person or by proxy) and entitled to vote at the meeting. Each person voting is entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Directors are not then elected, the Board may be elected at a Special Meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected and has qualified or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, there being no limitation on the number of terms a person may serve as a Director. The conveyance by a Director of every Parcel owned by him shall automatically result in his resignation as a Director.

Section 3. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Voting Members shall be filled by vote of the majority of the remaining Directors, even though the remaining Directors may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting or at a special meeting of the Members called for that purpose. A vacancy or



vacancies shall be deemed to exist in the case of the death, resignation, conviction of a felony, removal or judicial adjudication of mental incompetence of any Director.

Section 4. Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 5. Organization Meeting. The first regular meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such place and time as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of Officers and the transaction of other business. Notice to the newly elected Directors shall not be necessary in order legally to constitute the meeting, provided a majority of the whole Board is present. Minutes of each Board of Directors' meeting shall be kept and presumed correct when signed by the President and approved by the Board of Directors. A copy of these minutes shall be available to any Member upon request. A vote or abstention from voting on each matter voted upon by each Director present at a board meeting must be recorded in the minutes.

Section 6. Other Regular Meetings Other regular meetings of the Board of Directors shall be open to the Members (who shall not be recognized or entitled to participate, however) and may be held at such time and place within the Properties as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meetings shall be held no less frequently than annually. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seventy-two (72) hours in advance of the meeting, and shall be posted at a prominent place or places within the Common properties at least 48 hours in advance. Minutes of each Board of Directors' meeting shall be kept and presumed correct when signed by the President and approved by the Board of Directors. A copy of these minutes shall be available to any Member upon request. A vote or abstention from voting on each matter voted upon by each Director present at a board meeting must be recorded in the minutes.

Board members are expected to attend each Board meeting. If any Board Member is absent from four (4) meetings in any fiscal year, or absent from three (3) consecutive meetings, he or she must resign unless a majority of the remaining Board Members vote to waive the resignation because of extenuating circumstances.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be open to all Members (who shall not be recognized or entitled to participate, however) and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) Directors. At least seventy-two (72) hours' notice shall be given to each Director, personally or by mail, fax, or telephone. This notice shall state the time, the place (as herein above provided) and the purpose of the meeting, and shall be posted at a prominent place or places within the Common properties at least 48 hours in advance. If served by mail, each such



notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the third day after it is deposited in a regular depository of the United States mail as provided herein. The above requirements for notice may be waived only if an emergency situation occurs which requires immediate action. Whenever any Director has been absent from any special meeting of the Board, an entry on the accepted and approved minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such of such meeting was given to such Director, as required by law and as provided herein. Minutes of each Board of Directors' meeting shall be kept and presumed correct when signed by the President and approved by the Board of Directors. A copy of these minutes shall be available to any Member upon request. A vote or abstention from voting on each matter voted upon by each Director present at a board meeting must be recorded in the minutes.

Section 8. Waiver of Notice. In the case where one or more Directors have not been duly served notice of a specific meeting, all transactions of such a meeting will be considered valid if the Directors not duly notified sign either a written waiver of notice or a written approval of the minutes of that meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. All such waivers, consents and approvals shall be made a part of the minutes of the meeting. None of the above shall be construed to excuse the requirement of general notice to members as indicated in Sections 6 and 7 above.

Section 9. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meeting of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than quorum present the majority of those present may adjourn the meeting.

Section 10. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the Directors. Such action and reason for taking it without a meeting shall be recorded in the minutes of the next Board of Directors meeting.

Section 11. Committees. The Board of Directors by resolution may, from time to time, designate whatever committees it desires, and may establish the purposes and powers of any committee it creates. The resolution designating and establishing the committee shall provide for the appointment of its members and a chairman, shall state the purposes of the committee, and shall provide for reports, termination and whatever other administrative matters the Board deems appropriate.

Section 12. Powers of the Board. The Board of Directors, which may exercise all corporate powers not specifically prohibited by the Articles or Declaration, shall manage the



property and business of the Association. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- (a) Levying and Collecting Assessments. To levy and collect periodic assessments and special assessments and to establish the time within which their payments are due.
- (b) Maintaining the Common Properties. To use and expend the assessments collected by it to maintain the Common properties.
- (c) Reconstruction After Casualty. To reconstruct and repair the Common properties after casualty damage in accordance with the pertinent provisions of the Declaration.
- (d) Purchasing Equipment. To purchase equipment and tools required to maintain the Common properties.
- (e) Entering Parcels. To enter Parcels (excluding improvements) when necessary (and with as little inconvenience to their owners as practicable) in connection with maintaining the Common properties.
- (f) Insuring the Common Properties. To insure the Common properties against loss from casualty and the Members and the Association against public liability, and to purchase whatever other insurance the Board deems advisable, all in the manner set fourth in the Declaration.
- (g) Enforcing the Association's Rights. To collect delinquent assessments or fines by suit, establishment of liens, foreclosure of properties or other reasonable means; to abate nuisances; to enjoin members and their tenants, amenities and invitees from violating the Declaration and to fine them or seek damages from them if they do so.
- (h) Schedule of Fines. To establish and amend as necessary, a schedule of reasonable fines to be levied for violations.
- (i) Employing Personnel. To employ and compensate whatever personnel may be reasonably required for maintaining the Common properties and administering the Association.
- (j) Promulgating Rules. To make reasonable rules and regulations for the use of the Common properties that do not conflict with the Declaration and to amend or repeal existing rules and regulations.
- (k) Contracting for Maintenance and Administration. To contract for the administration of the Association and to delegate to the party contracted administrative duties of the Association. The Board shall not delegate to any contracted parties any decision-making powers and duties reserved to the Board.
- (l) Borrowing. To borrow money in accordance with Article 7 of Section 5 hereof.
- (m) Independent Audit. To appoint an audit committee of no less than three (3) Members (other than Board Officers) which committee shall engage an independent CPA firm to conduct an annual audit of the Association's accounts. The Committee will report to the Board of Directors on the results of the independent audit within ninety (90) days after the end of the fiscal year.



Section 13. Compensation of Directors. Directors shall receive no compensation for their services as such but may be reimbursed by the Association for reasonable out-of-pocket expenses incurred by them in conducting the Association affairs if the reimbursement is approved by a majority of the other Directors.

ARTICLE 6

OFFICERS

Section 1. Designation. The principal Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other Officers as in their judgment may be necessary. Any two offices may be held by the same person, except that the same person may not hold the office of President and Secretary.

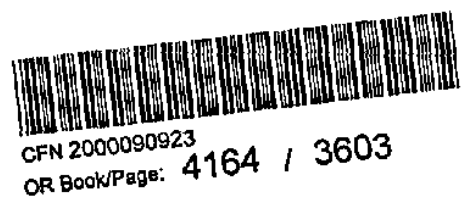
Section 2. Election of Officers. The Officers shall be elected annually by the Board at the organization meeting of each new Board, and each officer shall hold his office at the pleasure of the Board, until he resigns or is removed or otherwise disqualified to serve or his successor elected and has qualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire board at any regular or special meeting, any Officer may be removed, with or without cause, and his successor elected.

Section 4. Resignation. Any Officer may resign his position at any time by delivering a written notice of his resignation to the Board of Directors. The resignation shall take effect upon the later of (a) receipt of the notice by the Board or (b) whatever later date is specified in the notice. No acceptance of the resignation by the Board or the membership shall be required to make it effective. The conveyance by an Officer of all the Parcels owned by him shall automatically result in his resignation as an Officer.

Section 5. Compensation. The Association's agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any agent or employee shall not of itself create contractual rights of compensation for services performed by such agent or employee, however. Officers may be reimbursed by the Association at the Board's discretion for reasonable out-of-pocket expenses incurred by them in conducting the Association's affairs.

Section 6. President. The President shall be the Chief Executive Officer. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President



shall be ex officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws .

Section 7. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or disabled or refuses or is unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these Bylaws.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a list of Owners, listing the names and addresses of the Owners as furnished the Association, and such list shall be changed only at such time as satisfactory evidence of a change in Ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have responsibility for the Association's accounts. The Treasurer, or agent, as approved by the Board, shall be responsible for the deposit of all monies and other valuable assets in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer, or any officer, shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with the Declaration, shall render a financial report acceptable to the Board, at each regular meeting of the Board of Directors and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE 7

FINANCIAL AFFAIRS

Section 1. Fiscal year. The Association's fiscal year shall run from January 1 through December 31 unless and until another is established by the Board of Directors.

Section 2. Signing of Checks and Notes. All checks and notes of the Association for a face amount less than \$3,000 must be signed by the Association ' s President, Vice President, Secretary or Treasurer and all checks and notes of the Association for a face amount of \$3,000



or more must be signed by any two of the Association's President, Vice President, Secretary, Treasurer or Assistant Secretary.

Section 3. Assessments. Periodic and special assessments shall be levied and collected as provided in the Declaration and this Section.

(a) **Periodic Assessments.** Periodic assessments shall become due annually on the first day of the first month of the fiscal year or semi-annually on the first day of the first and seventh months of the fiscal year. In the case of semi-annual payments, such payments shall be equal and an administrative fee may be added, the amount to be determined by the Board of Directors. If an annual periodic assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior such assessment and payment shall be due, as described above unless and until changed by an amended assessment.

(b) **Special Assessments.** In the event the annual periodic assessment proves to be insufficient, the Board may at any time amend the budget and assessments. The amended assessment shall be payable as amended commencing on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors (provided at least fifteen (15) days notice is given to Members.)

(c) **Acceleration of Assessments.** If any Member is in default in the payment of an installment upon a periodic or special assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to such Member, in which event the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than ten (10) days after delivery of the notice to the member or, if such notice be by mail, not less than twenty (20) days after the mailing.

(d) **Excess Assessments in Fiscal Year.** The Board of Directors shall report to the Members at the annual membership meeting the amount, if any, by which assessments for the preceding fiscal year to date have exceeded the Association's expenditures and reserves. Any such excess shall be applied automatically against the following year's assessments.

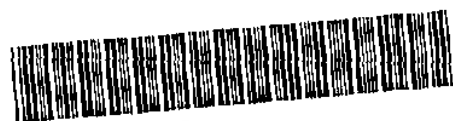
Section 4. Accounts. The accounts of the Association shall be appropriately credited and charged to accounts under the following classifications:

(a) **Current Operating Funds.** Current Operating Funds shall include all revenues and expenses (including reserves) to be made within the fiscal year for which the receipts are budgeted and may include a reasonable allowance for contingencies.

(b) **Reserves.** The following reserves may be established in the discretion of the Board of Directors:

(1) **Reserve for Deferred Maintenance.** A reserve for deferred maintenance to include funds for maintenance items, which occur less frequently than annually.

(2) **Reserve for Replacement.** A reserve for replacement to include funds for repair or replacement required because of damage, depreciation or obsolescence.



(3) Reserve for Betterments. A reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common properties.

(c) Individual Accounts. The Association shall keep a separate account for each individual Member, which account shall designate the name and address of the Member, the amount of each periodic and special assessment, the date and amount on which they come due, the accounts paid upon the Member's account, and any balance due.

(d) Audit of the Accounts. All of the Association's accounts shall be subject to annual audit by an independent CPA firm, as provided for in Article 5, Sec 12 (m).

Section 5. Borrowings. The Association may borrow money when deemed appropriate by the Board of Directors and with the consent of at least two thirds of the Voting Members represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws.

ARTICLE 8

AMENDMENTS TO BYLAWS

These Bylaws may be amended only as provided in the Articles.

ARTICLE 9

CONFLICTING PROVISIONS

If any provisions of these Bylaws conflicts with any provision of the laws of the State of Florida, the conflicting provision shall be null and void upon a final judicial determination to that effect, though all the other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 10

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except to the extent the liability, damage or injury is covered by insurance proceeds, the Board of Directors shall authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, Officer, or committee member, of the Association, in any action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such



person for an act alleged to have been committed by such person while a Director, Officer, or committee member, provided such Director, Officer, or committee member was acting in good faith within what he reasonably believed to be the scope of his authority and for a purpose which he reasonably believed to be in the best interest of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provision of this Article shall apply to the estate, executor, administrator, heirs, legatees or devisees of a Director, Officer, or committee member.

ARTICLE 11

VIOLATIONS, FINES AND SUSPENSIONS

Section 1. Obligations of Members. Each member and the member's tenants, guests and invitees and the Association are governed by and must comply with the governing documents of the Association. If the Members or Members of any of the real property described herein, or any other person or persons, or any of them, or any of their heirs, personal representatives, successors, or assigns shall violate or attempt to violate any of the Covenants or Restrictions contained herein, the Association or any other person or persons owning any real property in The Cloisters shall have standing to bring an action at law or in equity against the person or persons violating or attempting to violate any Covenant or Restriction, to enjoin such violation, to recover damages or other fines for such violation.

Section 2. Fines and Suspension. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation (or \$5,000 cumulatively per year), against any member or any tenant, guest or invitee. Owners are responsible for the conduct of their guests, tenants or invitees. Failure to pay such fines will be grounds for establishing a lien on the violator's property in the amount of the fine. In addition:

(a) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended. Upon such notice the Member may request an opportunity for a hearing, if requested, is available before a committee of at least three Members appointed by the Board who are not Officers, Directors or employees of The Association, or the spouse, parent, child, brother, sister of an Officer, Director or employee as described below. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due.

(c) Suspension of common area use rights shall not impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel.

(d) The Association may not suspend the voting rights of a member in good standing.



Section 3. Notice of Violation. Upon the decision by the Board of Directors to assess a fine or suspension for an alleged violation, a notice will be served on the alleged violator. This notice will consist of a written statement of charges which shall set forth, in ordinary and concise language, the acts or omissions with which the violator is charged. The notice shall also specify what provisions of the Association's governing documents which the violator (respondent) is alleged to have violated together with supporting facts.

Section 4. Request for a Hearing. A hearing to determine whether a right or privilege of an owner or any of their family (the respondent) under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a Request for Hearing by the alleged violator with the President of the Association or other presiding member of the Board.

Section 5. Notice and Duration of Hearing. The Committee shall serve a notice of hearing as provided herein, on all parties at least ten (10) days prior to the hearing. The entire hearing shall not exceed four hours. The decision of the hearing committee shall be rendered to the Board of Directors within five days after the hearing.

Section 6. Waiver to a Hearing. Failure of an Owner to respond with a written request for a hearing on the alleged violation notice, within fifteen (15) days from the date such notice is served, shall constitute waiver of the right to a hearing and admission of the violation.

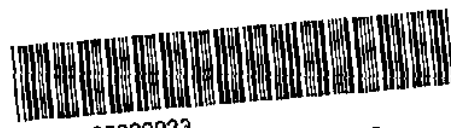
Section 7. Decision. The Hearing Committee will prepare a written recommendation, reached by a majority decision, to approve or disapprove of the violation. The Committee shall make its determination only in accordance with these Bylaws. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed by the Board of Directors. The decision of the Board shall be in writing and shall become effective ten (10) days after it is served upon the Respondent.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 1. Inspection of Bylaws. The Association shall keep in its office for the transaction of business the original or a copy of these recorded Bylaws, as amended or otherwise altered to date, which shall be open to inspection by the Owners.

Section 2. Action by Board of Directors. Unless specific actions are specifically required to be taken by the Members, all such actions may be taken by the Board through its proper Officers with or without a specific authorization.

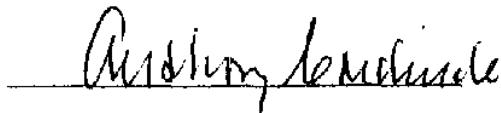


Section 3. Gender and Plurality. Whenever the context so requires, the use of the masculine gender in these Bylaws shall be deemed to include all genders, the use of singular to include the plural, and the use of the plural to include the singular.

Section 4. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows them.

WE HEREBY CERTIFY THAT the foregoing Bylaws of the Association were duly adopted by the Board of Directors of the Association on the 5th day of April, 1999.

APPROVED



Anthony Cardinale
Name of President of The Cloisters
Homeowners Association of Brevard, Inc.



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