

WESTFIELD SUBDIVISION

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made as of the date hereinafter set forth by WESTFIELD OF VERO
DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Indian River, State of Florida,
which is more particularly described in Exhibit A hereof and which is platted as

WESTFIELD SUBDIVISION

according to the Plat thereof recorded in Plat Book 22 Page(s) 40-43 Public Records of Indian
River County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held,
sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all
parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and
assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" and "Homeowners Association" shall both mean and refer to as WESTFIELD OF VERO
HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized under the laws of the State of
Florida, its successors and assigns, and the terms may be used interchangeable from time to time herein.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of
the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named
as Tracts A, B, C, D, and E on the plat of WESTFIELD SUBDIVISION as recorded in the Public Records of Indian
River County, Florida, which are intended for the common use and benefit of all Owners of the Association.
Additional parcels may be added to the Common Areas in the future.

"Declarant" and "Developer" shall mean and refer to WESTFIELD OF VERO DEVELOPMENT
COMPANY, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls, fences, gates and landscaping erected by the
developer, his successor(s) in interest or the Association, (including the improvements thereto).

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"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Subdivision" shall mean that property platted as WESTFIELD Subdivision, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to the Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE I

MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting on the Common Areas; maintaining the drainage easements, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by A Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$300.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may be reimbursed the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2007 in the same manner and amount as annual assessments may be increased pursuant to the controlling documents.

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Section 3. Classification of Voting Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration.

Class B. The Class B members shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Three (3) months after 75% of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of construction improvements thereon, for resale), or

(b) Upon the election of the Declarant or successor Developer or

(c) January 1, 2010

Section 4. Membership Vote.

Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote in person or by certified written ballot of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

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Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Control Committee (hereinafter referred to as "Committee") which shall consist of three (3) or more members. So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members, unless Declarant chooses to turnover control to the Class A membership. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to Class A membership, a minimum of three (3) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Two (2) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee.

(b) Two sets of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

(c) Builders who have contracted with the Developer to purchase 5 or more lots may submit plans of their models and landscape designs for general approval by the Committee but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot. The administrative fee may be waived by the Committee for a specific lot so long as one of the generally approved models and landscape design is being used.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions,

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modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred.

Section 3. Clearing.

Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed.

It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner of same shall also be responsible for sodding and maintaining areas between his property line and the water's edge, if any.

If any unauthorized clearing takes place on any Lot or Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The restoration plans as to location of plant material, size and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agent or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

Section 4. Grading, Drainage and Floor Elevations.

(a) Each Lot shall be filled and graded to elevations as defined in this document and as designed by Carter Associates and as approved by Indian River County. Drainage of each Lot shall be accomplished by grading Lots so runoff from one Lot does not drain onto another Lot. Grading of each lot shall comply with the grading plan approved by Indian River County.

(b) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk as it shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sodded yard of each lot.

(c) Finish floor elevations shall be a minimum of 20 inches above the centerline of the road as measured from the center of the lot or greater if required by Indian River County or other government agency.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A typical or several master landscape plan(s) may be submitted to the committee for approval by Builders in accordance with above Sections 2. This plan may be altered to accommodate existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted with trees, shrubs and flowers, or sodded including all easements and right of ways directly in front and rear of all lots.

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(b) No existing living tree four (4) or more inches in caliper, measured at breast height, shall be removed from a Lot unless said tree is diseased or interferes with erecting or placing the house or other permanent structures on said Lot and grading for proper drainage.

(c) A minimum of four (4) trees, which must be Live Oak, Laurel Oak, Red Maple, Bald Cypress, Sycamore, Magnolia, Shumard Oak, Sweet Gum, Florida Elm, Carolina Ash, River Birch, Drake Elm, Southern Red Cedar, Ligustrum, Lucida or American Holly are required to be planted for each residence. Two (2) of these trees must be planted in the front setback area of each residence. One (1) of these trees planted in the front setback must be Live Oak or Laurel Oak. These trees shall be a minimum of 8' in height, have a drip line of a minimum of 4', and be a minimum of 1 1/2" in diameter measured 4' above the finished grade. The trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(d) A minimum of fourteen (14) three (3) gallon shrubs must be planted in the front and side yard of each residence. This requirement shall meet or exceed The Indian River County landscape code, whichever is greater.

(e) All lots shall be fully sodded with floratam sod and shall include an underground sprinkler system and water source adequate to provide sufficient coverage for the entire sodded area.

(f) Each Lot shall be entirely sodded including all easements, right-of-ways and common areas directly in the front, side and rear of all Lots. All Lots that have lot frontage on a lake must be sodded and maintained down to the waterline.

Section 6. Roof, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be build with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Shingles must be fungus-resistant 240 lb. architectural grade dimensional shingles, or higher quality. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color (may be used) for the body of each residence and no more than two accent/trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Section 8. Overhead Garage Doors.

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may plastic type garage doors be used. Garage doors should remain closed when not in use.

Section 9. Dwelling Size:

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,200 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have a closed garage for a minimum of two cars. No carports shall be permitted.

Section 10. Building Location.

No building, other than that allowed by the Indian River County code, shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and regulations of the proper governing authority said regulations shall apply.

Section 11. Street Address Numbers and Mail Boxes.

All street address numbers installed on each residence and or mail boxes are to be brass in color and appearance. The location of street address numbers shall be as uniform as possible on each residence. All mail boxes and street address numbers shall be uniform as to type, color and design. The location and type of the mail boxes and street address numbers shall be determined by the Declarant. All mail boxes and street numbers are required to be installed by the builder prior to the occupancy of each residence.

ARTICLES III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

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No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to the Owner upon the transfer of title or prior to occupancy.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, motor home or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Ground Maintenance.

- (a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept

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trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No hedge or mass planting of any type, exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence. As to any Lot which adjoins a lake or retention area, any fence or wall or portion thereof constructed behind the rear building setback line of the residence may not exceed four (4) feet in height. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee.

(d) No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

(e) All fences to be constructed in the Subdivision shall be of uniform design and finish. The type and style shall be decided by the Committee. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.

Section 11 Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operations shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental

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regulations concerning the proper care, maintenance, licensing, and control of their individual pets. Pet owners are responsible for immediately removing and disposing of the animals waste.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.94 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be build under the provisions of these restrictions. Boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or with (6') foot fence screening so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. Johns River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with the Subdivision plans and permits. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. Johns River Water Management District permit, even if a residence has not been constructed on the Lot. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of

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practices, such as mowing and erosion repair, which allows the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow is prohibited. No alteration to the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the owner of the Lot upon which the drainage swale is located.

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any Common Areas. In the event an Owner does damage Common Areas, the Owner shall be responsible for the replacement and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Homeowners Association.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the Committee in writing prior to construction.

Section 17. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Committee.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation of Common Area.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any Common Area, easement or preservation area, canal, bank, slope or swale without first obtaining written approval from the Committee. No construction or excavation in

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the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 21. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation or landscaping.

Section 22. Open Burning.

(b) Open burning to reduce solid waste on any Lot is not permitted.

Section 23. Swimming Pools.

A Swimming Pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. Access to a pool from the boundaries of the lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only in ground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 24. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennae, Aerials and Satellite Dishes.

All exterior antennas or aerials shall be placed in the rear yard of the Lot and in such a manner so as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of roof. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the Subdivision.

Section 26. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be in writing by the Committee and shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any paved public street.

Section 27. Oil and Mining Operations.

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

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Section 28. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 29. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 30. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 10 feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 31. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

Section 32. Lakes and Stormwater Retention Areas

Swimming, wading, boating or any other activity within the ponds and stormwater retention areas is expressly prohibited. Water within these areas cannot be used for irrigation or any other purpose. Unsupervised children should not be allowed near these areas. Extreme caution should be used at all times when near these areas. Refer to Article III, Section 15 for construction and maintenance responsibility of these areas.

ARTICLE IVPROPERTY RIGHTS AND REQUIREMENTSSection 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided, no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the Class A Members; and (ii) the approval of such dedication or transfer has been properly recorded.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be

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deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Subdivision. All person occupying property in WESTFIELD are required to observe the Covenants and Restrictions of the WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guest so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation, structures and topography, right-of-ways, swales, drainage facilities, other improvements and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Maintenance and Operation of Recreational Facilities

The Association shall be responsible for the maintenance, operation and repair of the recreational facilities located on Tract "E". The Association shall maintain the recreation area to a reasonable standard for the health, safety and attractive appearance for the residents. The Association may repair, reconstruct or modify the recreational facilities to meet the needs and expectations of the members of the Association. Access to and use of this recreational tract may be restricted to the general public and is intended for the private use of the members of the Association and their invited guests. The Association may establish rules of operation governing the use of this facility. These rules shall be posted at the recreational facility and shall be given to each resident including any modifications or amendments thereof. Each member of the Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Association shall be responsible for carrying general liability insurance covering the members of the Association for the use of the recreational facility and other common areas within the subdivision.

Section 7. Maintenance of Operation of Surface Water or Stormwater Management System.

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The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. John's River Water Management District.

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

Section 8. Maintenance of Drainage Easements.

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

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to the and accepted by an entity which would comply with Section 40c-42,027, F.A.C. and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 9. Private Streets and Roads:

All streets, roads, drives, courts, ways and cul-de-sacs shown on the plat of the Subdivision are for private use to be owned and maintained by the Association. Said roadways shall be subject to an easement granted to Indian River County, all other applicable governmental entities, and all utility providers for the purpose of access for installation, maintenance and operation of utilities, as well as emergency vehicle access. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage, or which are or might be prohibited by the public or private authority to whom said easement is given. All paving, curbs, pavers, and other improvements, facilities and appurtenances located within said roadways, including street lights shall be maintained by the Association except for maintenance and installation of sidewalks, sodding and irrigation which will be installed and maintained by the adjacent lot owner as set forth in other provisions hereof.

Section 10. Maintenance of Tracts.

The Association shall be responsible for the maintenance, operation and repair of all improvements, Landscape Buffer and property located in Tracts B, C, D, and E. Where an individual lot owner adjoins one of the

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above tracts their responsibility for the maintenance, operation and repair within these tracts is as called for within this Declaration.

Section 11. Maintenance of Insurance Policy.

The Association shall be responsible for the insurance and maintenance of a general liability insurance policy covering all of the subdivision improvements. This liability policy will cover all of the improvements that are the property of the Association or part of the Common Areas and general liability regarding their use. In addition, the Homeowners Association shall maintain an Officers and Directors policy for those members of the Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to be business in the State of Florida and is in good standing with the Department of Insurance.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. This payment of current expenses may be in the form of a loan at a rate of 7% to the Association from the Developer for which he may be reimbursed.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

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Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A Member, and at the beginning of each fiscal year of the Association thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 30% of the membership. The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2007, the annual assessment shall be \$300.00 per Lot.

(a) From and after January 1, 2007, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment (unless increased insurance premiums require) for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2007.

(b) From and after January 1, 2007, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 10% of each class of members who are voting. The vote should be by certified written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

Section 6. Assessments For Stormwater Management.

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

ARTICLE VI ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

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(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from the after recording a Claim of Lien in the Public Records of Indian River County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 12% per annum until paid. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within 30 days of receipt of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said 30 days receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand.

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In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

ARTICLE VII RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefore and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, appropriate government agency, or Indian River County.

Section 3. Drainage.

Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to cut drainways for surface water drainage and other utility repairs wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drainways must be permitted or as approved by the St. John's River Water Management District and Indian River County pursuant to a permit modification. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

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The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, models houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

Section 7. Entrance Wall Easement - Tracts "A", "B", "C", and "D"

The Developer and the Association shall have a perpetual non-exclusive easement for construction, operation, maintenance, repair and replacement of entrance walls, landscaping, irrigation and other Subdivision entrance improvements and amenities over, upon and across Tracts "B" and "C" of the Subdivision (the "Easement Property"). The purposes of this Easement shall include (i) to construct, operate, maintain, repair and replace Subdivision entrance fencing, landscaping, irrigation and such other entrance improvements and amenities (the "Entrance Amenity Facilities") as are approved by the Developer or Association; (ii) to enter upon the Easement Property at all times to keep it clear of obstructions within the Easement Property, and to cut and keep trim and cut dead, weak, leaning or dangerous trees or limbs outside the Easement Property which might interfere with or fall upon the Entrance Amenity Facilities; and (iii) to enter upon those portions of the Lots immediately adjacent to the Easement Property only to the extent reasonably necessary for the Developer and the Association to fully enjoy the Easement rights granted herein allowing for the construction, operation, maintenance, repair and replacement of the Entrance Amenity Facilities. Developer has constructed certain Entrance Amenity Facilities on the Easement Property. The Association shall be responsible for operation, maintenance, repair and replacement as necessary of the Entrance Amenity Facilities; except that the owner of each individual Lot affected by this Easement shall maintain that portion of the Easement Property lying between the interior face of the Subdivision entrance wall and the interior Easement boundary line; and the Association shall be responsible for maintenance of the Subdivision entrance wall (including both interior and exterior faces) and that portion of the Easement Property and the Entrance Amenity Facilities thereon, lying between the entrance fencing and the immediately adjacent Subdivision common areas. The owners of the Lots affected by this Easement shall not paint, disturb, modify or otherwise tamper with the entrance fencing (including the interior face thereof) or any other Entrance Amenity Facilities.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Severability and Interpretation.

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Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

A. Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended without further notice, from such date for successive periods of ten (10) years each, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

B. This Declaration may be modified or amended only in the following manner:

(i) Amendment Until Turnover. Until the Class B membership shall cease and be converted to Class A membership in accordance with Article I, Section 3 above, (the "Turnover Date") the Declaration may be amended by the Developer, in its sole discretion and without any notice to or vote by other Lot Owners, in whole or in part, by executing a written instrument making such amendment and having the same duly recorded in the Public Records of Brevard County, Florida.

(ii) Amendment After Turnover. After the Turnover Date, amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one the (1/3) of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any Amendment to the Declaration being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days not later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member.

At such meeting, if the Developer continues to own a lot within the Subdivision, the Amendment or Amendments proposed must be approved by the Developer and the affirmative vote of members holding at least two-thirds (2/3) of the total membership votes in the Association in order for such Amendment or Amendments of the Declaration to be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Brevard County within twenty (20) days from the date

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on which the same became effective, such Amendment or Amendments to refer specifically to the recording date identifying the Declaration. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such meeting, if the Developer no longer owns a Lot within the Subdivision, the Amendment or Amendments proposed must be approved solely by the affirmative vote of members holding at least two-thirds (2/3) of the total membership votes in the Association and the above referenced procedure for certification, filing and recording shall be followed.

(c) Notwithstanding any other terms or conditions contained herein, any amendments to the Declaration which alter any provisions relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

(d) The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(e) Notwithstanding any other terms or conditions contained herein, no amendments may be made to this Declaration amending or terminating the rights of the Developer without the prior written consent of the Developer.

Section 3. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration of the Articles of Incorporation of the association, provided such approval is not unreasonably withheld by the FHA or VA.

Section 4. Mortgage or Conveyance of Common Areas:

In addition to any approvals required of the St. John's River Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds of the Lot Owners excluding the Developer.

Section 5. Future Development Within the Project.

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The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 6. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for WESTFIELD Subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

ARTICLE IX
POWER AND AUTHORITY OF INDIAN RIVER COUNTY

Section 1. Definition. For purposes of this Article, the definitions in the "DEFINITIONS" section of this Declaration shall apply. In addition, the term, "County" shall mean the municipal operation known as Indian River County, Florida.

Section 2. Power of County to Provide Maintenance. The County shall have the power and authority, but not the obligation, to provide maintenance and repairs to drainage facilities and other facilities in the Common Area of the Project as necessary to provide for the health, safety and welfare of the Owners of the Lots. The power of the County in this regard shall be exercised in the complete and sole discretion of the County Commission. As a prerequisite to the exercise of such power and authority, the governing body of the County shall adopt a resolution finding that the Association has failed to maintain or repair a common facility identified in the resolution to those standards or specifications set forth in the applicable ordinances or construction codes which are generally applicable

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to similar public facilities.

If the County exercises its power to provide maintenance or repairs in any given instance, nothing herein shall prevent the Association from later resuming viable control of its maintenance responsibilities.

Nothing in this Article shall be deemed to require the County to exercise the power provided herein if the County Commission, in its discretion, elects not to provide the maintenance and repair work which is the subject of this Section. The exercise by the County of any power described in this Section shall not obligate the County to exercise any similar power in any future circumstance.

The discretionary powers of the County set forth in this Section shall remain available notwithstanding any assignment by the Association of its duties set forth in the Declaration. No such assignment shall affect the County's ability to exercise any part of its discretionary powers provided for herein.

Section 3. Right of Assessment to Pay the Costs of Maintenance or Repair of Common Area. In the event the County makes the determination as provided in the preceding Section that the County will provide maintenance or repair to any Common area of the Project, the County shall have the power under this Declaration to assess all costs thereof (including, but not limited to, inspection, engineering, advertising, legal, construction and administration costs) to the Owners of all Lots. If less than the maximum number of Lots described in this Declaration are actually developed, any assessment is made pursuant to this Section, the Owners of all lots actually developed shall equally share in the costs of such assessments.

The said assessment may be accomplished by resolution using the methods and procedures set forth for municipal special assessments in Chapter 170, Florida Statutes, or any other method provided by law; provided, however, that the assessments described herein may, at the discretion of the County's governing body, be made for all purposes generally described in this Section, including those purposes not described in the said Chapter 170. The assessments described in this Section shall not be constructed to the "Special Assessment" under the said Chapter 170, and the reference herein to Chapter 170 is solely for the purpose of defining the methods and procedures to be used by the County for the assessments described herein. Additionally, the "benefit" analysis set for in Chapter 170 shall be inapplicable, and any assessment by the City pursuant to this Section shall be sufficient to pay all costs of the repair or improvements for which the assessment is made.

At a minimum, the resolution establishing the assessment provided for herein shall set forth the total amount of the assessment and shall equally divide the said total assessment among the total number of all then-existing Lots.

No assessment made pursuant to this Section shall become final unless and until all Owners of Lots subject to the assessment have been notified in writing, mailed to such Owners' addresses shown in the most recent tax roll and the County has concluded a public hearing at which such Owners have had the opportunity to appear and be heard with respect to the assessment. Failure of an Owner to receive said notice shall not be deemed to be sufficient reason to invalidate any assessment made hereunder.

Section 4. Declaration of Assessment; Interest on Installment Payments. An assessment made by the County as authorized in this Article may be payable in a single installment or in annual installments over a period of not more than five (5) years, in the sole discretion of the County. If the County elects to collect any assessment in installments, the principal sum shall be payable in equal payments, and interest at the rate of twelve (12%) per annum shall be payable on the unpaid balance, beginning ninety (90) days after adoption of the resolution confirming the assessment. In no event shall any initial payment of any assessment be due sooner than ninety (90) days after the

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adoption of the final resolution confirming the assessment.

Section 5. Lien for Payment of Assessment Foreclosure. When the final assessment roll for any assessment provided for in this Article is adopted by the County, and a certified copy thereof is recorded in the Public Records of Indian River County, the County shall have a lien on each Lot, subject to the assessment in the full amount of the principal assessment and all interest thereon. Such a lien shall have a priority relating back to the date of recording of the assessment roll.

The County shall have the right to foreclose such lien by bringing an action for foreclosure in an appropriate court in Indian River County. No such action shall be brought unless the payment of an assessment, or any installment thereof, is more than ninety (90) days past due. The County shall be entitled to an award of a reasonable attorney's fee and court costs of any such action.

Section 6. Authority For Code Enforcement. The County shall have the full right and power to enforce the provisions of its County Code within the Project, and all Owners are subject to enforcement of the County Code by the County's Code Enforcement Board. This Section shall be deemed to be a grant by the Developer and the Owners of all Lots of full authority for access to all of the Project for such purposes.

Section 7. County's Consent to Modify. Article VIII shall not be amended, modified, revised or changed in any way without the prior written consent of Indian River County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 17th day of November, 2006.

Signed, sealed and delivered
in the presence of:

WESTFIELD OF VERO DEVELOPMENT COMPANY

Leigh Stewart

BY: *[Signature]*

Roy J. Pence

Witness

Witness

STATE OF FLORIDA
COUNTY OF BREVARD

WITNESS my hand and official seal this 17th day of November, 2006.

Notary



11/17/2006

EXHIBIT "A"

LEGAL DESCRIPTION
WESTFIELD SUBDIVISION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 38 EAST (ALSO BEING THE SOUTHWEST CORNER OF TRACT 13, SECTION 1, TOWNSHIP 33 SOUTH, RANGE 38 EAST) RUN NORTH $00^{\circ}12'41''$ EAST ALONG THE WEST LINE OF SAID SECTION 1 AND TRACT 13 A DISTANCE OF 130.19 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH $89^{\circ}54.30''$ EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 82ND AVENUE / RANCH ROAD (COUNTY ROAD 619), AS IT NOW EXISTS AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN NORTH $00^{\circ}12'41''$ EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 82ND AVENUE (SAID EAST RIGHT-OF-WAY) LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE AFOREMENTIONED WEST LINE OF SECTION 1 AND TRACT 13) A DISTANCE OF 1,210.13 FEET TO THE INTERSECTION WITH THE NORTH LINE OF AFOREMENTIONED TRACT 13; THENCE RUN NORTH $89^{\circ}57'40''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 1,278.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF "POINTE WEST NORTH VILLAGE PHASE 1, PD" AS RECORDED IN PLAT BOOK 15, PAGE 82, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE RUN SOUTH $00^{\circ}13'17''$ WEST ALONG THE EAST LINE OF SAID TRACT 13 AND THE WEST LINE OF SAID POINTE WEST VILLAGE PHASE 1, A DISTANCE OF 1,248.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 16TH STREET / ROSELAND ROAD AS IT NOW EXISTS; THENCE RUN SOUTH $89^{\circ}52'52''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE (SAID RIGHT-OF-WAY LINE BEING 90.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF AFOREMENTIONED TRACT 13) A DISTANCE OF 1,238.04 FEET TO A POINT; THENCE RUN NORTH $44^{\circ}57'20''$ WEST ALONG THE NORTHEASTERLY LINE OF A TRIANGULAR PARCEL (ADDITIONAL ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 1324, PAGE 899, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA) A DISTANCE OF 56.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, AND CONTAINING 36.64 ACRES, MORE OR LESS.

11/17/2006

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 25, 2005 effective May 25, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000131847. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000005479.

Authentication Code: 005A00037928-052605-N05000005479-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of May, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

May 26, 2005

WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC.
300 EAST NEW HAVEN AVE.
VERO BEACH, FL 32981

The Articles of Incorporation for WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC. were filed on May 25, 2005, effective May 25, 2005, and assigned document number N05000005479. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000131847.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Bruce W. Kitchens
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 005A00037928

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF INCORPORATION

OF

WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit Under
the Laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these Articles of Incorporation state:

ARTICLE 1 NAME

1.1 The name of this corporation shall be: WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE 2 DEFINITIONS

2.1 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTFIELD OF VERO SUBDIVISION (hereinafter referred to as the "Declaration").

ARTICLE 3 PURPOSE

3.1 The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as the Westfield of Vero Subdivision (hereinafter referred to as the "Project") to be developed by Westfield of Vero Development Company, a Florida corporation (hereinafter referred to as the "Developer").

Robert W. Wattwood, Esq.
Florida Bar No. 285641
1686 West Hibiscus Blvd.
Melbourne, FL 32901
(321) 728-2800/(321) 728-0002 (Fax)

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ARTICLE 4 POWERS

- 4.1 The Association shall have the following powers:
- 4.2 The Association shall operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. John's Water Management District permit requirements (Permit # 40-061-92243-2) and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants, Conditions and Restrictions which relate to the surface water or storm water management system.
- 4.3 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.
- 4.4 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles, or the By-Laws of this Association which may be hereafter adopted.
- 4.5 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:
- 4.6 To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the property and for the health, comfort, safety, and welfare of Lot Owners.
- 4.7 To own, control, operate, manage, maintain, repair, and replace the common property, including the right to reconstruct improvements after casualty and the right to make further improvements to the common property.
- 4.8 To levy and collect Assessments against members of the Association as provided for in the Declaration and the By-Laws of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the common property, insurance for the protection of the Association, its Officers, Directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the common property; to pay all taxes, utility charges, and other expenses with respect to the common property, and generally to accomplish the purposes set forth in the Declaration.
- 4.9 To hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and

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purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the property.

4.10 To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

4.11 To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

4.12 The irrevocable right of access to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any common property or for making emergency repairs necessary to prevent damage to the common property, or to another Lot or Lots.

4.13 To pay taxes and other charges, on or against property owned or accepted by the Association.

4.14 To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

4.15 To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

4.16 To charge recipients for services rendered by the Association and the use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

ARTICLE 5 MEMBERS

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

5.2 All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

5.3 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Indian River County, Florida, of the deed or other instruments

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validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lots owned by such member. Membership is nontransferable and inseparable from ownership of the Lot, except as an appurtenance to a Lot.

5.4 The Corporation shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners of Lots in Westfield of Vero, excluding Developer. There shall be only one (1) vote per each platted Lot owner. When more than one (1) person holds an interest in any such Lot, all such persons shall be members. The sole vote for such Lot shall be exercised as provided in the Bylaws.

Class B: The Class B member shall be Developer, or any successor Developer, which shall be entitled to three (3) votes for each Lot it owns (to include each Lot owned in additional phases if additional phases are subjected to these Articles as elsewhere provided). The Class B membership shall cease and be converted to Class A membership on the Turnover Date (as hereinafter defined).

5.5 The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

ARTICLE 6 EXISTENCE AND DURATION

6.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE 7 ADDRESS

7.1 The initial principal office of the Association shall be located at 300 East New Haven Avenue, Melbourne, FL 32901. The Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE 8 DIRECTORS

8.1 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association. Directors need not be members of the Association.

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8.2 Directors of the Association shall be appointed in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.3 The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the By-Laws of this Association.

8.4 The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Roy J. Pence	300 East New Haven Avenue Melbourne, FL 32901
Jan Pence	300 East New Haven Avenue Melbourne, FL 32901
William Alcock	300 East New Haven Avenue Melbourne, FL 32901

8.5 The "Turnover Date" is defined as the earlier of: (i) Three (3) months after seventy-five percent (75%) of the lots in all phases of the Subdivision that will ultimately be operated by the Association have been conveyed to members other than the Developer (or Successor Developer) ("members other than the Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale); or (ii) the date the Developer or Successor Developer elects to turn over control of the Association to members other than the Developer.

8.6 The Developer or Successor Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of all Lots in all phases of the Project.

ARTICLE 9 OFFICERS

9.1 The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the By-Laws. The Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. Officers need not be members of the Association. The By-Laws may provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies.

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ARTICLE 10 SUBSCRIBER

10.1 The name and address of the Subscriber to these Articles of Incorporation is as follows: Roy J. Pence, 300 East New Haven Avenue, FL 32901.

ARTICLE 11 BY-LAWS

11.1 The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE 12 INDEMNIFICATION

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

12.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.01 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith. Furthermore, expenses incurred by the Director, Officer, employee or agent may be paid in advance by the Association as permitted by law.

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12.3 Approval. Any indemnification under Paragraph 12.01 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 12.01 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which directors who are a party may participate) consisting solely of two (2) or more directors not at the time parties to the proceeding, or (c) by independent legal counsel selected by the Board of Directors prescribed in subparagraph (a) above or the committee prescribed in subparagraph (b) above or selected by a majority vote of the full Board of Directors in which directors who are parties may participate if a quorum of the directors cannot be obtained as provided in subparagraph (a) and the committee cannot be designated pursuant to subparagraph (b), or (d) by the members by a majority vote of a quorum consisting of members who are not parties to such proceeding, or, if no such quorum is obtainable, by a majority vote of members who are not parties to such proceeding.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE 13 AMENDMENTS

13.1 Amendments While Developer Holds Two-Thirds (2/3) of Total Membership Votes. At any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the subdivision that will ultimately be operated by the

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Association), these Articles may be amended only by the affirmative vote of the Developer and may be amended without a meeting by the Developer as the holder of two-thirds (2/3) of the membership votes.

13.2 Amendments While Developer Does Not Hold Two-Thirds (2/3) of Total Membership Votes. At any time the Developer does not hold two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the subdivision that will ultimately be operated by the Association), amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one-third (1/3) of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any Amendment to the Articles of Incorporation being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member.

At such meeting, if the Developer maintains a Class B membership, the Amendment or Amendments proposed must be approved by the Developer and an affirmative vote of members holding at least two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the subdivision that will ultimately be operated by the Association) in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the Public Records of Indian River County within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the Articles of Incorporation. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

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At such meeting, if the Developer no longer maintains a Class B membership, the Amendment or Amendments proposed must be approved solely by an affirmative vote of members holding at least two-thirds (2/3) of the total membership votes and the above referenced procedure for certification, filing and recording shall be followed.

The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority, (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these Articles amending or terminating the rights of the Developer without the prior written consent of the Developer.

13.3 Governmental Approval of Certain Amendments. So long as there is a Class B membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration; annexation of additional properties; dedication of Common Areas; amendment of these Articles of Incorporation; merger and/or consolidation of this Corporation; mortgaging of any Common Areas in the Project; or dissolution of the Corporation.

ARTICLE 14 ASSOCIATION ASSETS

14.1 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws of this Association.

14.2 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Indian River County, Florida or other applicable governmental entity. However, in no event shall the Indian River County, Florida or other applicable governmental entity be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but Indian River County, Florida or other applicable governmental entity, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission, or governing body. Notwithstanding the foregoing, in the event of permanent dissolution, the Association

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assets must either be dedicated to a public body, or conveyed to a not-for-profit organization with similar purposes.

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

ARTICLE 15
TRANSACTIONS IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED

15.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.2 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.3 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

ARTICLE 16
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

16.1 The street address of the initial registered office of the Association is 300 East New Haven Avenue, Melbourne, FL 32901, and the initial registered agent of the Association at that address is Roy J. Pence.

IN WITNESS WHEREOF, the Subscriber has affixed his signature this _____ day of May, 2005.



Roy J. Pence

(((H05000131847 3)))

(((H05000131847 3)))

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

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act;

FIRST, that WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC. a Florida Non-Profit organization, desiring to organize under the laws of the State of Florida, with its principal office as indicated by the Articles of Incorporation in the City of Melbourne, County of Brevard, State of Florida, has named Roy J. Pence, 300 East New Haven Avenue, Melbourne, FL 32901, as its agent to accept service of process within the State.

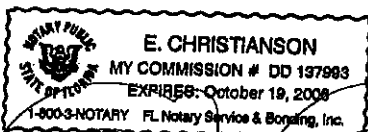
ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

STATE OF FLORIDA
COUNTY OF BREVARD

Roy J. Pence

The foregoing instrument was acknowledged before me this 20th day of May, 2005, by Roy J. Pence who is personally known to me or ☒ who has produced _____, as identification and _____ who did/_____ did not take an oath.



Notary Public, State of Florida

E. CHRISTIANSON
Name (Printed, typed or stamped)

My Commission Expires: 10/19/2006
Commission Number: DD 137993

BYLAWS

OF

WESTFIELD OF VERO
HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit Under the
Laws of the State of Florida)

ARTICLE 1.

GENERAL PROVISIONS

1.0 **Identity.** These are the Bylaws of WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter referred to as the "Association"). The Articles of Incorporation of the Association have been filed in the Office of the Secretary of State on MAY 25, 2005. The Association has been organized for the purpose of administering the operation and management of a single family residential community to be known generally as Westfield of Vero Subdivision (hereinafter referred to as the "Project") to be developed by Westfield of Vero Development Company, a Florida corporation (hereinafter referred to as the "Developer") in accordance with the Declaration of Covenants, Conditions and Restrictions for Westfield of Vero Subdivision which will be recorded in the Public Records of Indian River County, Florida (hereinafter referred to as the "Declaration"). The Project is located upon certain property situate, lying, and being in Indian River County, Florida, more particularly described in the Declaration (the "Property").

1.1 **Bylaws Subject to Other Documents.** The provisions of these Bylaws are applicable to the Association, and are expressly subject to the terms, provisions, covenants, and conditions contained in the Articles of Incorporation of WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Articles"), and subject to the terms, provisions, covenants, and conditions contained in the Declaration.

1.2 **Applicability.** All Lot Owners, their respective families, invitees, guests, and lessees, are subject to these Bylaws, the Articles and the Declaration.

1.3 **Office.** The office of the Association shall be at 300 East New Haven Avenue, Melbourne, FL 32901, or at any other place designated from time to time by the Association.

1.4 **Seal.** The seal of the Association shall bear the name of the Association, the word "Florida," the words, "Corporation not for Profit," and the year of incorporation.

1.5 Definitions.

(A) All definitions contained in the Declaration are hereby incorporated herein by this reference as though set forth in full herein.

(B) "Member" - Every Owner of a platted Lot (sometimes referred to as Parcel), including the Developer at all times as long as it owns a Lot, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

ARTICLE 2 MEMBERSHIP, VOTING, QUORUM, PROXIES

2.0 Qualification of Members, etc. The qualification of Members, the manner of their admission to membership and termination of such membership and voting by Members, shall be determined by the provisions set forth in the Declaration, the Articles and in these Bylaws.

2.1 Quorum. The number of votes needed for a quorum on any vote in person or by certified written ballot of the Association shall be a minimum of thirty percent (30%) of the sum of all the votes held by qualified Class A Members and Class B Members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by Owners represented by the quorum unless a greater number of votes is required pursuant to these Bylaws, the Articles or the Declaration.

2.2 Classes of Voting Membership. The Homeowners Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote of each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, as more fully described in Section 2.3, but in no event shall more than one vote be cast with respect to any Lot. Class A Members shall also include all Owners, with the exception of the Developer, of platted Lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in these Bylaws.

Class B. The Class B Member shall be the Developer or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned Lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in these Bylaws). The Class B membership shall cease and be converted to Class A membership on the Turnover Date (as hereinafter defined).

2.3 Voting Member, Corporation, or Multiple Ownership of a Lot.

(A) If a Lot is owned by more than one (1) person, then the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. The person entitled to cast a vote pursuant to such voting certificate shall be designated as the "Voting Member." Such person shall be one of the record title Owners of the Lot or the corporate, partnership, or entity representative of the record title Owner. Such voting certificate shall be valid until revoked in writing or until superseded by a subsequent voting certificate or until a change occurs in the ownership of the Lot. A voting certificate designating the person entitled to cast the vote for a Lot may be revoked by any record Owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is required, but is not on file or has been revoked, the vote attributable to such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such voting certificate is filed, except if the Lot is owned jointly by a husband and wife, they may, but shall not be required to, designate one spouse as a Voting Member in the manner provided above. In the event a husband and wife do not so designate a Voting Member, the following provisions shall apply:

(i) If both spouses are present at a meeting and are able to concur in their decision upon any subject requiring a vote, either one may cast the Lot vote; or

(ii) If both spouses are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only); or

(iii) If only one spouse is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person. Unless both spouses attempt to cast conflicting votes or unless a spouse announces to the meeting prior to or during the vote on a subject that both spouses are present at the meeting and are not able to concur in their decision, then the spouse actually voting shall be deemed to have had valid authority therefore.

(B) If a corporation, partnership, or other entity (i.e., not a natural person) is the Owner of a Lot, then the voting certificate as provided for herein shall be executed (i) by the president or vice-president thereof and shall be attested to by the secretary or other officer, if a corporation, or (ii) by the duly authorized partners, officers, or other representatives, if the Lot is owned by some other legal entity.

2.4 Voting; Proxies. Voting will be allowed by certified written mail-in ballot on all issues that require a vote by the full Association. Votes may be cast in person or by proxy. All proxies shall be in writing; shall specifically set forth in the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date the proxy was given, the

date, time, and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items in connection with which the holder of the proxy may vote, and the manner in which the vote is cast; shall be signed by the person entitled to vote; shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used; and shall only be effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Holders of proxies need not be Members, but no person other than a designee of the Developer may hold more than ten (10) proxies. Where a Lot is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. Where a Lot is owned by more than one person (other than a husband and wife) or by a corporation, partnership, or other entity, the proxy must be signed by the Voting Member.

2.5 Voting. In any meeting of Members, the Owner of each Lot, subject to the provisions of Paragraph 2.2 hereof, shall be entitled to cast one (1) vote except as to Developer who shall be entitled to cast three (3) votes for each lot owned until the Turnover Date. The vote of a Lot shall not be divisible. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person or by written proxy at the time the vote is taken at a meeting or by actual recorded ownership of platted Lots if by certified written ballot.

2.6 Majority Vote. The acts approved by a majority of the Members present or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except as otherwise provided by law, the Declaration, the Article or these Bylaws.

ARTICLE 3

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP: PROVISIO

3.0 Annual Meeting. The annual meeting of the 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, to the extent possible, not later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to transact any business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to the Members in advance thereof. Unless changed by the Board of Directors, the first annual meeting of the Members shall be held twelve (12) months after the Turnover Date; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day that is not a Saturday, Sunday or legal holiday.

3.1 Special Meeting. Special meetings of the Members shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time and may be called by a majority of the Board of Directors and must be called by the President or Secretary upon receipt of a written request from one-fourth (1/4) of the voting interests of the Association. The business conducted at a special meeting shall be limited to the purpose of purposes stated in the notice of the meeting.

3.2 Notice of Meeting; Waiver of Notice.

(A) Notice of all meetings of the Members, whether regular or special, shall be given by the President, Vice President, or Secretary of the Association, or in the absence of such Officers, by any other Officer of the Association to each Member unless such notice is waived in writing. Such notice shall be written and shall state the time, place, and purpose of purposes for which the meeting is called. Such notice shall be hand delivered or mailed to each Member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. An Officer of the Association shall provide an affidavit to be included in the official records of the Association affirming that a notice of the Association meeting was mailed or hand delivered to each Member at the last address furnished to the Association. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the Member at his post office address as it appears on the records of the Association. Notice of annual or special meetings may be waived by Members before or after the meeting and the attendance of any Member for person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

(B) Action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action having not less than the minimum number of votes necessary to authorize such action at a meeting in which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in the State of Florida, its principal place of business, the Association secretary or another officer or agent of the Association having custody of the book in which proceedings and meetings of members are recorded. Written consent shall not effective to take the action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. Revocation is not effective unless in writing and until received by the Association at its principal office in the State of Florida or its principal place of business, or received by the Association secretary or other officer or agent of the Association having custody of the book in which proceedings of meetings of the members are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who are entitled to vote on the action but who have not consented in written. The notice must fairly summarize the material features of the authorized action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. If the action to which the members consent is such as would have required the filing of a certificate under the Association's governing documents if such action had been voted on by members at a meeting thereof, the certificate filed under the

Association governing documents must state that written consent has been given in accordance with provisions of this section. Wherever action is taken pursuant to this section, the written consent of the members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of members.

3.3 Adjourned Meeting. If any meeting of the Members cannot be convened because of a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting is required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided, that if, after the adjournment, the Board of Directors, in its sole discretion, fixes a new date for the adjourned meeting other than the date announced at the meeting at which the adjournment is taken, a notice of the adjourned meeting shall be given to each Member not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Except as otherwise provided herein, proxies given for the adjourned meeting shall be valid for newly rescheduled meetings unless revoked.

3.4 Chairman. At meeting of the Members, the President of the Association shall preside. In the absence of the President, the Officers of the Association shall designate one of their number to preside.

3.5 Order of Business. The order of business at annual meetings of the Members and, so far as practical, at any other meetings of the Members, shall be:

- (A) Call to order by Chairman;
- (B) Roll call and quorum determination;
- (C) Proof of notice of meeting or waiver of notice;
- (D) Reading of minutes of prior meeting;
- (E) Reports of Officers, Committees, and employees or agents;
- (F) Elections;
- (G) Unfinished business;
- (H) New business; and
- (I) Adjournment.

3.6 Minutes of Meetings. The minutes of all meetings of the Members shall be kept in a book available for inspection at any reasonable time by Members of the Association or their representatives duly authorized in writing and by Board Members. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE 4 BOARD OF DIRECTORS

4.0 Management of Association The affairs of the Association shall be governed by a Board of Directors.

4.1 Board of Directors:

(A) The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors. The initial Board of Directors shall consist of three (3) Directors. The Board shall continue to consist of three (3) Directors until changed by majority vote of the membership. Directors need not be Lot Owners.

(B) The first Board of Directors shall consist of persons designated by the Developer. Notwithstanding the voting rights given to the Members in Paragraph 2.2 herein, the Developer shall have the right to designate all persons on the Board of Directors until the occurrence of the Turnover Date. At the Turnover Date, the Board of Directors shall cause to be mailed to all Members a form upon which each Member shall be entitled to nominate one person for each Director position and the Members shall be entitled to elect at least a majority of the Board of Directors. The nomination form shall be returnable to the Association within fifteen (15) days of its mailing by the Association; nomination forms received after said fifteen (15) days shall be null and void. The Developer may nominate one (1) person for each Director position and shall be entitled to elect at least one member to the Board of Directors as long as Developer holds at least five (5) percent of the Lots for sale in the ordinary course of business. Within fifteen (15) days after the date upon which nomination forms are required to be received by the Board of Directors, the Board of Directors shall mail to each Member a ballot containing the names of each nominee for the Board of Directors and appropriate space for write-in votes. Each Member shall be entitled to vote for one person for each Director position. The ballot shall be signed and dated by the Member. The ballots shall be returned to the Association Secretary not earlier than fifteen (15) days and not later than thirty (30) days after the date the ballot is mailed, as determined by the Board of Directors. Each ballot shall constitute a written consent within the meaning of Section 617.0701, Florida Statutes, and shall be filed with the minutes of proceedings of Members. The ballots shall not be effective to elect a Board of Directors unless ballots properly signed and dated are received from a majority of Members. The Association Secretary shall tabulate the ballots and provide written notice to each Member within ten (10) days of the date established for the receipt of ballots by the Association of the names of the Directors elected pursuant hereto, or if the number of ballots received were insufficient to elect a Board of Directors, the existing Board of Directors, in its discretion, may call a meeting of Members to elect Directors or may repeat the process above described until a Board of Directors is elected.

(C) Within a reasonable time after the Turnover Date, the Developer shall relinquish control of the Association and the Members shall thereupon accept control.

(D) The Developer shall have the absolute right at any time, in its sole discretion, to remove any member of the Board of Directors designated by the Developer and to replace any such member with another person to serve on the Board. Removal and replacement of any person designated by Developer to serve on the Board of Directors shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name of the person to be removed, and the name of the person designated as successor to the person so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by the

Developer to any Officer of the Association, and shall be inserted in the minute book of the Association.

(E) The Developer may turn over control of the Association to the Members other than the Developer prior to the Turnover Date in its sole discretion by causing all of its appointed Directors to resign, where upon it shall be the affirmative obligation of the Members other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Developer's decision to cause its appointees to resign is given to the Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or otherwise fail to assume control.

(F) The "Turnover Date" is defined as the earlier of:

(i) Three (3) months after seventy-five percent (75%) of the residential Lots in all phases of the development that will ultimately be operated by the Association have been conveyed to Members other than the Developer (or Successor Developer). Members other than the Developer shall not include builders, contractors, or others who purchase Lots for the purpose of constructing improvements thereon for resale;

(ii) At such time as the Developer or Successor Developer elects to turn over control of the Association to members other than the Developer.

* **4.2 Election of Directors.** Election of Members of the Board of Directors, other than those designated by the Developer, shall be conducted in the following manner:

(A) Election of Members of the Board of Directors shall be held at the annual meeting of the Members of the Association, except the elections required by paragraph 4.1(B) hereof.

(B) A Nominating Committee of three (3) Members shall be appointed by the Board not less than sixty (60) days prior to the annual meeting. The Committee shall nominate one (1) person for each vacancy to be filled. Nominations for additional Directorships, if any, created at the meeting shall be made from the floor. Other nominations may be made from the floor.

(C) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote or votes for each of any nominees as there are vacancies to be filled. There shall be no cumulative voting.

(D) Developer or the Successor shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of all Lots in all phases of the Project.

(E) (i) At any time after a majority of the Board is elected by Members other than the Developer, any member of the Board may be recalled and removed from office with or without cause by the vote of a majority of all Members of the Association (except the one (1) director elected by Developer while holding at least five percent (5%) of the lots for sale as set forth above). Should the membership of such meeting, having removed any Director from office, then fail to elect a successor at such meeting, the Board may fill the vacancy in the manner elsewhere provide herein.

(ii) A special meeting of the Members to recall a member or members of the Board may be called by thirty (30%) percent of the Members of the Association giving notice of the meeting as required for a meeting of Members of the Association, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of the Lot Owners by vote at a meeting, the recall will be effective immediately, and the recalled member or members of the Board shall turn over to the Board any or all records of the Association in their possession within seventy-two (72) hours after the meeting.

(F) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling any such vacancy may be held at any regular or special meeting of the Board.

(G) Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Association. The acceptance of a resignation shall not be required to make it effective. Commencing with the organizational meeting of any newly elected Board of Directors, four (4) consecutive absences, unless expressly excused by resolution of the Board, shall automatically constitute a resignation from the Board of Directors. No member shall continue to serve on the Board should he be more than ninety (90) days delinquent in the payment of any Assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

4.3 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided herein.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place and upon such notice as shall be fixed by the Directors.

4.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular

meetings shall be delivered to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

4.6 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary upon the written request of two-thirds (2/3) of the members of the Board. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, which notice shall state the time, place, and purpose or purposes of the meeting.

4.7 Notice of Board Meetings. All meetings of the Board must be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney/client privilege. Notice of all Board meetings must be posted in a conspicuous place in the Subdivision at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes the statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural provisions with respect to a Lot.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A majority of the Directors of the Association, duly qualified and holding the office of Director, shall be required for and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by law, the Declaration, the Articles or these Bylaws.

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

4.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the President of the Association. In the absence of the President, the Directors present shall designate one of their number to preside.

4.12 Order of Business. The order of business at Directors meetings shall be:

- (A) Call to order by presiding officers;
- (B) Roll call and quorum determination;
- (C) Proof of notice of meeting or waiver of notice;
- (D) Reading of minutes of prior meeting;
- (E) Reports of Officers, Committees, and employees or agents;
- (F) Resignations and elections of Officers;
- (G) Unfinished business;
- (H) New business; and
- (I) Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection at any reasonable time by Members of the Association or their representative duly authorized in writing and by Board Members. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Compensation. No Director shall receive compensation for serving in such capacity; provided, however, this shall not be constructed to preclude a Director from serving the Association in any other capacity (other than as an Officer) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed by the Board of Directors.

4.15 Powers and Duties. Except as otherwise provided herein, by law, in the Declaration, or in the Articles, all of the powers and duties of the Association shall be exercised by the Board of Directors.

4.16 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of Members or Directors may be held at any place within or outside of the State of Florida. Notwithstanding the foregoing, the Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.17 Proviso. Notwithstanding anything contained herein to the contrary, the Directors shall not have the right or authority to do any act or take any actions wherein the same would limit, modify, or abridge the rights, privileges, and immunities of the Developer or of the construction lender or its assigns in the event the construction lender has taken control of the project by foreclosure or deed in lieu of foreclosure, as set forth in the Declaration, the Articles or these Bylaws.

4.18 Committees.

- (A) The Board may, by resolution, also create other committees and invest such committees with such powers and responsibilities as the Board shall deem advisable.

(B) Notwithstanding anything contained herein to the contrary, an executive committee or any other committee created by the Board of Directors shall not have the power to determine the Common Expenses required for the affairs of the Association or to determine the Assessments payable by the Lot Owners to meet the Common Expenses of the Association.

ARTICLE 5 **OFFICERS**

5.0 Generally. The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. The Board may from time to time elect other Officers and designate appropriate powers and duties to them. Officers need not be Members.

5.1 President. The President shall be the chief executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a corporation. The President shall be a member of the Board. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, notes, management agreements, contracts and other written instruments; except that checks may be signed by those persons authorized by the Board.

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

5.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a corporation and as may be prescribed by the Directors or the President.

5.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of a corporation and as may be prescribed by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

5.5 Compensation. No Officer shall receive compensation for serving in such capacity; provided, however, this shall not be construed to preclude an Officer from serving the

Association (other than as a Director) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed by the Board of Directors.

5.6 Resignations. Any Officer may resign at any time, by sending written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the President or Secretary. The acceptance of a resignation shall not be required to make it effective.

ARTICLE 6

FISCAL MANAGEMENT; COMMON EXPENSES

6.0 Fiscal Management. The provisions for fiscal management of the Association set forth in Article VIII of the Declaration shall be supplemented by the following provisions:

6.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the Common Expenses of the Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member.

6.2 Assessments. Funds for the payment of Common Expenses shall be assessed against the Members in the proportions or percentages provided in the Declaration. For each year thereafter, the Association shall fix the amount and the due date of the annual assessment. Initially, annual Assessments shall be payable in one annual installment. The Board shall notify the Owners of each Lot of the amount and the date which the Assessments are payable and the place of payment of Annual Assessments shall be uniform. Written Notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Board may authorize payment of annual assessments on a monthly, quarterly or semi-annual basis, payable in advance on the first day of each month, quarter or six (6) month period of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and such Assessments shall continue to be due until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable within thirty (30) days. Special Assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board.

The Owners shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, made by the Association and for all costs of collection of delinquent Assessments. In the event Assessments against a Lot are not paid within

sixty (60) days after their due date, there shall be a Twenty-Five Dollar (\$25.00) late fee for each such Assessment. In addition to the late fee, Assessments that are unpaid for more than thirty (30) days after their due date may bear interest at the rate of eighteen percent (18%) per annum from the due date until paid if approved by the Board. If regular annual assessments have not been paid within ninety (90) days by an Owner, the voting rights of such Owner shall automatically be suspended.

6.3 Depository; Withdrawals. The depository of the Association shall be such financial institution or institutions as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. Should the Association employ a management firm or managing agent, and should in the course of such employment said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the Association, then and in such event, any such agreement with such a management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

6.4 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principals; or (b) a financial report of actual receipts and expenditures, cash basis, which report must show: (i) the amount of receipt and expenditures by classification; and (ii) the beginning and ending cash balance of the Association. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audited report received as an result of an audit shall be made available to each member upon request at no charge to the member.

6.5 Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, the Board of Directors, in its sole discretion, is expressly authorized to adopt a different fiscal year.

6.6 Acceleration of Payment of Installments of Assessments. If a Member shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Member and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or the mailing of such notice to the Lot Owner.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to the generally accepted accounting practices, consistently applied. The records shall be open to inspection by Members of the Association and Institutional Mortgagees or their representatives duly authorized in writing at reasonable times.

6.8 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

6.9 Violation by Member; Remedies. In the event of a violation (other than the nonpayment of an Assessment) by a Member of any of the provisions of the Declaration, the Articles, these Bylaws, or any Rules and Regulations adopted pursuant to the same, as the same may be amended or added to from time to time, the Association by direction of its Board, may notify the Member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, Articles, these Bylaws, or the Rules and Regulations, and the Association may then pursue any remedy available. Upon a finding by a court of record that the violation complained of has occurred, the offending Member shall reimburse the Association for its reasonable attorneys' fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

6.10 Liability of Lot Owners. All Members shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, or his or their guests, invitees, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect, or carelessness. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair, or replacement required, as provided herein, shall be charged to said Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

6.11 No Waiver. The failure of the Association or of a Member to enforce any right, provision, covenant, or condition, which may be granted by any of the provisions of any of the Articles, Declaration or in these Bylaws, as amended, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant, or condition in the future.

6.12 Acquisition of Lots. At any foreclosure sale of a Lot, the Board may acquire in the name of the Association, or its designee, the Lot being foreclosed. The term "foreclosure," as used in this Section, shall mean and include, but not be limited to, any foreclosure of any lien, including a lien for Assessments. The power of the Board to acquire a Lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale - the provisions hereof being permissive in nature and for the purpose of setting forth the powers of the Board.

6.13 Default in Payment of Any Assessments; Lien. In the event of a default by a Member in the payment of any Assessment, the Association shall have all rights and remedies as

set forth in the Declaration and in addition, all rights and remedies as provided by law. The liability of the Member shall include liability for a late charge to be determined by the Board, reasonable attorneys' fees, and for court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Member shall be required to pay a reasonable rental for the Lot, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the Declaration, Articles or otherwise in these Bylaws.

6.14 Tax Election. The Association shall, through officers designated by the Board of Directors, file the necessary annual election to become a "homeowners association" as defined in the Internal Revenue Code of 1986, as amended, Section 528, or similar provisions of corresponding law subsequently enacted, exempt from income tax as therein provided. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

ARTICLE 7 ROSTER OF MEMBERS

7.0 Roster. Each Member shall file with the Association a copy of the deed or other documents evidencing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

ARTICLE 8 PARLIAMENTARY RULES, ROBERTS RULES OF ORDER

8.0 Governance of Conduct. Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles, Declaration, Bylaws of this Association, as amended or the laws of the State of Florida.

ARTICLE 9 AMENDMENTS TO BYLAWS

9.0 Amendments. These Bylaws may be altered, amended, or rescinded only in the following manner:

9.1 Amendments While Developer Holds Two-Thirds (2/3) of Total Membership Votes. At any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Subdivision that will ultimately be operated by the Association), these By-Laws may be amended only by the affirmative vote of the Developer, and may be amended without a meeting.

9.2 Amendments While Developer Does Not Hold Two-Thirds (2/3) of Total Membership Votes. At any time the Developer does not hold two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Subdivision that will ultimately be operated by the Association), amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one-third (1/3) of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or to the By-Laws being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member.

At such meeting, if the Developer maintains a Class B membership, the Amendment or Amendments proposed must be approved by the Developer and an affirmative vote of members holding at least two-thirds (2/3) of the total membership votes (Class A and Class B combined for all phases of the Subdivision that will ultimately be operated by the Association), in order for such Amendment or Amendments of the By-Laws to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the Public Records of Indian River County within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the Declaration. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such meeting, if the Developer no longer maintains a Class B membership, the Amendment or Amendments proposed must be approved solely by an affirmative vote of

members holding at least two-thirds (2/3) of the total membership votes, and the above referenced procedure for certification, filing and recording shall be followed.

The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot, to amend these By-Laws without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these By-Laws amending or terminating the rights of the Developer without the prior written consent of the Developer.

9.3 Conflicts. Notwithstanding anything to the contrary hereinabove set forth, no amendment of these Bylaws which shall abridge, modify, eliminate, prejudice, limit, amend, or alter the rights of the Developer as set forth in the Declaration may be adopted or become effective without the prior written consent of the Developer. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration.

9.4 Governmental Approval of Certain Amendments. So long as there is a Class B membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Areas; amendment of these Bylaws; merger and/or consolidation of this Corporation; mortgaging of any Common Areas in the Project; or dissolution of the Corporation.

ARTICLE 10 INDEMNIFICATION

10.0 Indemnification. The Directors and Officers of the Association shall be indemnified by the Association pursuant to any indemnification provisions contained in the Declaration and/or Articles of Incorporation, which by this reference are incorporated herein and made a part hereof.

ARTICLE 11 MEMBER'S RESPONSIBILITY CONCERNING LIENS AND TAXES

11.0 Liens and Taxes. All liens against a Lot, other than for permitted mortgages and non-delinquent taxes and special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Lot shall be paid within the time limits provided in the Declaration, Articles of Incorporation, these Bylaws, or by law, whichever is sooner.

11.1 Notice to Association. A Member shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages and non-delinquent taxes and special assessments, within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Member shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot or any part of the Property, such notice to be given within five (5) days after the Member receives notice thereof.

11.3 Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE 12

RULES AND REGULATIONS

12.0 As to Common Property. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Common Property and any facilities or services made available to the Members.

12.1 As to Lots. To the extent permitted by law, the Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such Rules and Regulations are furnished to each Member prior to the time the same become effective.

12.2 Rights of Developer. Notwithstanding anything to the contrary hereinabove set forth, no rule or regulation may be adopted which would abridge, modify, eliminate, prejudice, limit, amend or alter the rights reserved to the Developer in the Declaration, Articles of Incorporation, these Bylaws, or Rules and Regulations.

ARTICLE 13

CONSTRUCTION

13.0 Gender. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

13.1 Severability. Should any of the provisions contained herein (or portion thereof) be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

**ARTICLE 14
CONFLICT**

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

**ARTICLE 15
CAPTIONS**

15.0 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

The foregoing were adopted as the Bylaws of WESTFIELD OF VERO HOMEOWNERS ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida, via Organization by Written Consent this 20th day of May, 2005.

ATTEST:

WESTFIELD OF VERO HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]

Jan Pence, Secretary

By: [Signature]

Roy J. Pence, President

STATE OF FLORIDA
COUNTY OF BREVARD

5 The foregoing instrument was acknowledged before me this 20th day of May, 2005, by Roy J. Pence in his capacity as President of Westfield of Vero Homeowners Association, Inc., a Florida corporation, and by Jan Pence, in her capacity as Secretary of Westfield of Vero Homeowners Association, Inc., a Florida corporation on behalf of said corporation, ☒ who is/are personally known to me, or ☐ who has/have produced Florida Driver's License as identification.

Notary Public
My commission expires:

