Windsong at Flagler Beach Homeowners Association, Inc.

Declaration of Covenants, Conditions, and Restrictions

Articles of Incorporation

Bylaws

Rules & Regulations

November 22, 1993

Windsong at Flagler Beach Homeowners Association, Inc.

REVISED AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.

November 23, 1993

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OFF REC 0500 PAGE 1001

REVISED AMENDMENT AND MODIFICATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDSONG AT FLAGLER BEACH

THE UNDERSIGNED, being the Board of Directors of Windsong at Flagler Beach Homeowner's Association, Inc., pursuant to a resolution adopted and approved in accordance with the by-laws of said Association, do hereby make, declare, and constitute the following change, modification, and alteration to the existing declaration of covenants and restrictions which were incorrectly recorded, (minutes of the September 4, 1991 were corrected to reflect the error) which said covenants and restrictions have heretofore been recorded in Book 118 at page 589, Public Records of Flagler County, Florida, on March 16, 1979, and amended and recorded in Book 455 page 1713, Public Records of Flagler County, Florida, on October 24, 1991, as follows:

1. Paragraph 5 (c) is hereby modified so as to include within the powers and duties of the Association "the right to maintain, upkeep, and repair the exterior surfaces (but not any glass or screen surfaces), and lawns.

Except as herein amended the declarations of the covenants and restrictions of the Windsong at Flagler Beach Homeowners Association, Inc. dated February 12, 1979, shall remain in full force and effect.

Executed on this 22nd day of November, 1993.

Signed, sealed and delivered in the presence of:

WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.

Witness Sue Lorente

Witness Doris Hersey

By: Robert Carroll
President

Attest: Herbert Korb
Secretary

FLAGLER BEACH, FL. 32136

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of November, 1993, by Robert Carroll and Herbert Korb, President and Secretary respectively, of the Windsong at Flagler Beach Homeowners Association, Inc., a Florida corporation, as a valid corporate act.

Amanda M. Bierworth
Notary Public

AMANDA M. BIERWORTH
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. APRIL 6, 1996
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OFF REC 0455 PAGE 1713

AMENDMENTS AND MODIFICATIONS OF DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WINDSONG AT FLAGLER BEACH

THE UNDERSIGNED, being the Board of Directors of Windsong at FlaglerBeach Homeowner's Association, Inc., pursuant to a resolution adopted and approved in accordance with the by-laws of said Association, do hereby make, declare, and constitute the following amendments, additions, changes, modifications, and alterations to the existing declaration of covenants and restrictions, which said covenants andrestrictions have heretofore been recorded in Book 118 at page 589, Public Records of Flagler County, Florida, on March 16, 1979, as follows:

1. Paragraph 2(c) is hereby amended so as to delete the requirement and/or statement that each building shall contain four (4) individual dwelling units and to substitute in its place and stead the following language shall be inserted "that each building shall contain two(2), three(3), or four(4) dwelling units as heretofore constructed or hereinafter approved by the City of Flagler Beach in accordance with Paragraph(o)".

2. Paragraph 3(e) is hereby amended so as to add a new subparagraph 3(e)(7) which shall provide that subparagraphs 3(e)(1) through 3(e)(6) is subject to applicable building codes, zoning ordinances, and other governmental regulations to the extent that the same is more restrictive than those set forth in said subsections. Likewise, the units and improvements as actually constructed by the developer are hereby accepted and any contradiction or violation of the terms and restrictions which presently exist shall be permitted to continue as "nonconforming" uses but in the event of total destruction, the replacement thereof shall conform, insofar as possible, with said subsections.

3. Paragraph 3(o) is hereby amended so as to add the following additional provisions " no member of the Board of Directors or of any Building Committee established thereby shall participate in the approval of plans process outlined in this subparagraph when said member has a direct or indirect interest in the particular unit under consideration. If there remains an insufficient number of members to act upon said request, an alternate member shall be selected from among the current Board of Directors by the President with approval from a majority of the Board of Directors. The composition and authority of the Building Committee shall be established and amended from time to time by a majority vote of the members of the Board of Directors".

4. Paragraph 5(c) is hereby modified so as to include within the powers and duties of the Association "the right to maintain, upkeep, and repair the exterior surfaces of the individual units to include the roof, exterior wall surfaces (but not any glass or screen surfaces), and lawns.

5. Paragraph 6(a) is hereby amended so as to include the following additional recitals and provisions "in addition to the foregoing powers which were initially delineated to cover simply the common areas and areas over which the Association has control, the Association shall hereinafter have the right and power to levy assessments for the additional items included by reasons of paragraph 5 of this Amendment in paragraph 5(c) of the original covenants and restrictions.

OFF REC 0455 PAGE 1714

Except as herein amended the declarations of the covenants and restrictions of the Windsong at Flagler Beach Homeowners Association, Inc. dated FEBRUARY 12, 1979, shall remain in full force and effect.

Executed on this 6 day of OCTOBER 1991.

Signed, sealed and delivered in the presence of:

Kevin J. Flaherty
Witness
Kevin J. Flaherty

Margaret Carroll
Witness
Margaret Carroll

WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION INC.

By: Carol H. Flaherty
Carol H. Flaherty
President

Attest: Egil Skogstrom
Egil Skogstrom
Secretary

CIRCUIT COURT FLAGLER COUNTY FLORIDA

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CLERK OF CIRCUIT COURT
FLAGLER COUNTY

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 6 day of OCTOBER, 1991, by CAROL H. FLAHERTY and EGIL SKOGSTROM, President and Secretary respectively, of the Windsong at Flagler Beach Homeowners Association, Inc., a Florida corporation, as a valid corporate act.

Robert Carroll
Robert Carroll
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 11, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

R/R
WINDSONG HOA
P.O. BOX 2510
FLAGLER BEACH, FL
32136

Windsong at Flagler Beach Homeowners Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

February 12, 1979

DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDSONG AT FLAGLER BEACH

The undersigned (hereinafter called the developer), being the owner of all of the real property hereinafter described, makes the following declaration of covenants and restrictions:

1. Property Affected. The real property covered and affected by these covenants and restrictions is located in Flagler County, Florida, and is described as follows:

All of Windsong at Flagler Beach, Unit No. 1, as per plat recorded in Map Book 26, page 39-40 Public Records of Flagler County, Florida.

2. Underlying Considerations. The following factors are among the considerations underlying this declaration:

a. The property (hereinafter called the development) affected by these covenants and restrictions is intended to be developed as the first phase of a residential planned unit development in the City of Flagler Beach, Florida. It is anticipated that these or similar covenants and restrictions may be adopted and applied to other phases of the planned unit development as such other phases are developed. It is intended, however, that these covenants and restrictions shall be and remain valid and effective with respect to the specific property described above without regard to whether such other phases are developed and without regard to whether any such covenants and restrictions for other phases are adopted.

b. The development is intended to be residential in character, consisting of several dwelling units, as shown on the above described plats, and attendant facilities, which may but shall not be required to include, without limitation, access roads, parking areas, recreation areas, clubhouses and administration buildings, with any such attendant facilities being provided by the developer.

c. The dwelling units are intended to be developed as contiguous villas, generally with each dwelling unit being situated on an individual platted residential lot. Each building will consist of four (4) individual dwelling units, with each such dwelling unit sharing common walls with adjoining units. In order to minimize deterioration in the appearance of the residences and of the development as a whole, and to minimize deterioration in the stability and other physical conditions of the villas, in particular, this declaration of covenants and restrictions provides for each owner to fulfill certain obligations and responsibilities toward each other owner of property in the development.

d. For purposes of unified control, it is considered to be necessary that all areas, roadways and improvements, other than the individually numbered lots upon which dwelling units are to be situated, be owned, managed and maintained by a homeowners' association (hereinafter called the Association) for the joint use and benefit of all of its members and that all owners of property in the development be members of the Association. Such areas and improvements (hereinafter referred to as the open spaces and amenities) shall include the roadways, parking areas, parks, recreation areas, outbuildings, and all other areas of any kind whatsoever which are located outside the boundaries of the individually numbered lots.

e. It is considered to be necessary for the covenants, conditions and restrictions set forth in this declaration

to be construed as restrictive covenants running with the title to the land and with each and every parcel thereof and to be binding upon the undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and administration of the development, and for the general health, safety and welfare of the general public as a whole.

f. Except as hereinafter provided, there shall exist no right to transfer membership in the Association nor any ownership of common areas, except as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in Windsong at Flagler Beach Subdivision. A conveyance or other transfer of title to a lot or dwelling in said subdivision, whether voluntary, by operation of law or otherwise, shall automatically include a transfer or conveyance of membership rights in the Association and the common areas as an appurtenance to said lot or dwelling unit, whether or not the same is specifically described or referred to in said conveyance or transfer.

3. General Covenants and Restrictions.

a. Permitted use. The platted residential lots, and each and every one of them, shall be used only for single-family residential purposes. No structure other than one single family dwelling unit shall be erected, altered, placed or permitted to remain on any such platted lot except where an adjoining unit shares a common support. This restriction shall not apply to any property in the development which is outside the boundaries of the platted lots.

b. Density. The number of dwelling units in the development shall not exceed twenty (20) per acre for the net development area.

c. Minimum living area. Each single-family dwelling unit in the development shall have a minimum living area of 750 square feet.

d. Building height. No structure shall be constructed to a height in excess of forty (40) feet.

e. Building location, setback, spacing, length, and permimeter setback.

(1) Every structure shall be located to have access to all areas that are to be owned by the Association and through such areas to public streets.

(2) Every structure shall be set back at least twenty (20) feet from any street or road right-of-way line.

(3) No structure exceeding six (6) feet in height shall be erected within a distance of twenty (20) feet from another structure. For this purpose, a building or villa cluster shall be considered one structure, without regard to the fact that it contains more than one (1) individual dwelling unit.

(4) The distance between buildings, building setbacks and setbacks from exterior project area boundary lines shall be increased one additional foot for every foot of height over thirty-five (35) feet.

(5) Each residential building shall be set back at least 25 feet from the perimeter boundary of the development.

(6) Off-street parking and loading areas shall

be located a minimum of 20 feet from the perimeter boundary of the development, except the perimeter boundary along Central Avenue.

f. Off-street parking. A minimum of one and one-half (1-1/2) parking spaces for each lot in the development shall be provided.

g. Utility lines. All electrical service, telephone, and other utility lines shall be placed underground. No outside utility lines shall be placed overhead. An easement is granted to the respective utility companies, if access is required, to service and maintain any utility lines or equipment of the Association or of an adjoining lot owner.

h. Water and electric meters. It is recognized that water and electric meters may be placed outside the dedicated rights-of-way on property owned by the individual lot owners or the homeowners' association, and the duly authorized water and electric meter readers of the City of Flagler Beach and the Florida Power & Light Company and their successors and assigns shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

i. Nuisances. No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall any substance, thing, material or animal be kept upon any lot that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

j. Temporary buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuildings, shall be placed or erected on any lot at any time, either temporarily or permanently, except temporarily for construction purposes, and then only when specifically approved by the developer or the Association.

k. Signs. No signs of any kind shall be displayed to the public view on any lot except a name and address sign and one sign of not more than five (5) square feet in size advertising the property for sale or for rent. Nothing herein shall be construed to prevent the developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

l. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside of any building in the development provided, however, if community antennae (cable) service shall not be available, the Association may provide a master antenna system, running to all dwelling units, complete with cables, for the residents in the development and shall be permitted to erect and maintain one common television and radio signal receiving tower in connection therewith. Said tower shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph 6 of this declaration. Each unit owner shall have the right to be connected to said antenna system so long as his assessment payments are not in default, and the Association shall have the right to disconnect any unit as to which payments are in default.

m. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that

dogs, cats or other common household pets may be kept, provided that there be not more than two (2) such pets in the aggregate on any lot, that they are not kept, bred or maintained for any commercial purpose, and that each such pet is kept on a leash and under the control of its owner or its owner's agent when not on its owner's lot.

n. Occupancy. No dwelling erected on any lot shall be occupied in any manner prior to the time its construction has been fully completed and it has been made to comply with the approved plans for its construction, with the requirements herein, and with all other covenants, conditions and restrictions herein set forth.

o. Approval of plans. All building plans for any building or structure to be erected upon any lot, and any changes after approval thereof, and any remodeling, reconstruction, alteration, or addition to any building or other structure upon any lot shall require the written approval of the building committee appointed by the Association. Before beginning the construction of any building or any remodeling, reconstruction, or alteration of such building upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Association two complete sets of building plans and specifications for the building or other structure desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the building committee of the Association, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by both written endorsement thereon and a separate certificate of such approval, and the certificate together with one copy of the approved plans and specifications shall be delivered to the owner or owners of the lot upon which the prospective building or other structure is contemplated prior to the beginning of such construction. The certificate of approval may be executed by any officer of the Association. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the building committee of the Association. Neither the developer nor the homeowners' association shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The Association shall record in the public records of Flagler County, Florida, a notice of each violation of the provisions of this paragraph. The failure to record such notice as to any lot within thirty (30) days after construction of the improvement in question has been completed, or, in the alternative, a certificate of compliance, in form suitable for recording in the public records of Flagler County, Florida, executed by any officer of the Association, shall be taken as conclusive evidence that such construction has been completed in accordance with approved plans and specifications. The developer shall be exempt from the requirements of this paragraph.

p. Division of lots. No lot shall be subdivided or otherwise physically partitioned.

q. The Association shall have an easement for access over, upon and under all land lying within twenty-five (25) feet of the Northerly and Southerly perimeter boundary of development that has not been included within the common area. This easement applies specifically to Lots 1-A, 10-D, 11-A and 15-D.

4. Ownership and Enjoyment of Open Spaces and Amenities.

a. All areas other than the individually numbered

lots shall be owned by the Association.

b. Every lot owner shall have an easement of enjoyment in and to such areas including road and access ways which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

(1) The right of the homeowners' association to enter into one or more lease agreements with an entity or entities each consisting of not less than 31 persons, each of whom shall be a lot owner and thereby have membership and voting rights in the Association, providing for the rental of a parcel of land to said persons as a group for their exclusive recreational use, upon such terms and conditions as are acceptable to the Association (it being the intention of this provision to provide a method by which a large group of lot owners may establish for themselves additional recreational facilities at their own expense and without expense to lot owners who do not desire to participate). At the option of the Association, the rent payable under any such lease shall be apportioned equally, or in any other ratio specified in the lease agreement, among the members of the lessee entity and assessed against the lots of such members as a special assessment subject to all provisions of this declaration relating to special assessments.

(2) The right of the homeowners' association to convey such utility easements as it considers necessary for the benefit of the residents of the development, provided such easements do not unduly interfere with the residents' use and enjoyment of the open spaces and amenities.

(3) All provisions, covenants, and restrictions set forth in this declaration of covenants and restrictions and the articles and by-laws of the homeowners' association.

(4) All rules and regulations adopted by the homeowners' association governing the use and enjoyment of the open spaces and amenities.

(5) All restrictions shown on any recorded plats of the development.

5. Homeowners' Association. All open spaces and amenities and community services of every kind and nature required or desired within the development shall be managed and maintained by the homeowners' association referred to above, which shall be known as Windsong at Flagler Beach Homeowners Association, Inc., a Florida non-profit corporation (the Association). The Articles of Incorporation and By-Laws of said Association are on file in the office of said association and shall be construed as a part hereof by reference, as they may be amended from time to time. In the event of a dispute where the provisions of said Articles of Incorporation or By-Laws are or become relevant to any issue, a copy thereof certified by the Secretary of the Association as the current Articles of Association and/or By-Laws thereof shall be deemed to be conclusive evidence of the accuracy thereof. The essential characteristics of the Association shall include the following:

a. Administration. The affairs of the Association shall be administered in accordance with its articles of incorporation, its by-laws, and any and all rules and regulations adopted by the Association in accordance with its articles of incorporation and by-laws.

b. Membership. Each person hereafter owning a

vested interest in the fee simple title to a lot in the development, which interest is evidenced by recordation of a proper instrument in the public records of Flagler County, Florida, shall automatically be a member of the Association as of the time of such recordation, and each such membership shall automatically terminate upon recordation of an instrument conveying such interest to another person or persons. Such membership shall be mandatory.

c. Duties. The Association shall provide for the administration, management, maintenance and repair of all road and access ways, open spaces and amenities, make reasonable uniform rules and regulations for the use of same, establish and assess fees and charges to be paid by the members of the Association for the purpose of paying the expenses of such management and maintenance, enforce the payment of such fees and charges in any manner authorized by its articles of incorporation and by-laws, including, without limitation, the imposition of liens upon individual lots, and perform such other duties as are required of it pursuant to its articles of incorporation and by-laws.

6. Assessments.

a. Purpose of assessments. The general assessments levied by the Association shall be exclusively for the improvement, maintenance, enhancement and operation of the common areas, including roads and access ways, the administration and enforcement of its rules and regulations, and to provide such other services as the Association is authorized to provide. Special assessments may be levied only for such purposes as are contemplated by this declaration of covenants and restrictions.

b. Amounts and payment of assessments. The amounts of the assessments shall be established annually by the Board of Directors of the Association in accordance with the by-laws and rules of the Association. All assessments shall be payable at such times and in such installments as are determined by such Board of Directors.

c. Evidence of payment. The Association shall upon request at any time furnish to any owner liable for payment of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and several liability. The owner or owners of any lot in the development shall be personally liable, jointly and severally, to the Association for the payment of:

(1) All assessments, regular or special, which may be levied by the Association against such owner and his lot;

(2) Interest at the rate of ten percent (10%) per annum from the due date on any delinquent assessment or installment; and

(3) All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including reasonable attorneys' fees, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner.

f. Creation of lien; enforcement. Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all amounts described in subparagraph d. above. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

g. Status of lien. The lien herein granted to the Association shall be effective from and after the time of recording in the public records of Flagler County, Florida, a claim of lien stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

h. Grantee liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of Institutional first mortgagee. The lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due. Upon recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or upon the recording of a deed accepted by such lender in lieu of foreclosure, any lien for assessments payable prior to such recordation shall be cancelled, but the lien for assessments due and payable after the recordation of said Certificate or Deed shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

j. Election of remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor

shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots owned by developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer for any period of time during which such lot has been owned by the developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, and the issuance of a certificate by the appropriate governmental authority for occupancy of said unit, the developer and the lot in question shall commence being subject to levy and payment of assessments as are other lots and other lot owners in the development.

7. Covenants and Restrictions Relating to Maintenance and Repairs.

a. Unit easements. Each unit owner and village homeowner shall have and hereby grants to the Association an easement for ingress and egress to his unit for the purpose of abating any emergency condition.

b. Maintenance within units. The owners of the units in each building shall be jointly responsible for the simultaneous painting of the exterior walls and trim of the entire building. In all other respects, the interiors and exteriors of units shall be maintained and repaired by the record owner of each unit.

c. Insurance. Each unit owner shall maintain in full force and effect a policy of insurance against loss by fire, with extended coverage, including vandalism and fire legal liability coverage, in an amount equal to at least ninety percent (90%) of the insurable value of his unit. Each such policy shall name the holder of any mortgage on the unit covered by the policy as an additional loss payee as the interest of such mortgagee may appear. Unless prohibited by law, the Association also shall be named as an additional loss payee on each such policy as its interest may appear. Each such policy shall provide for at least ten (10) days advance notice to the mortgagee, if any, and to the Association of the lapse or termination of such insurance. The Association shall maintain a policy of public lilability insurance with respect to all property owned by the Association providing minimum coverage of $300,000.00.

d. Pest control. Each unit owner shall maintain in full force and effect a pest control contract and bond and shall otherwise be responsible for the control of termites and other wood boring insects with respect to his unit.

e. Party walls.

(1) All party walls in a unit shall be maintained in a good state of repair at the expense of the unit owner.

(2) No owner of a unit shall permit or suffer any act or condition to be done or to remain which will interfere with the stability of the party walls in his unit.

(3) Each unit owner shall be entitled to the benefit of a cross-easement for the support of the roof by the party wall and shall do nothing to interfere with said easement. Likewise, each unit owner shall be entitled to an easement for encroachment by the party wall on and over the property of the adjoining unit owner. In the event of destruction of a party

wall, or other divisional structural support, it shall be relocated so as to rest on the common property line dividing each unit.

(4) In the event that any portion of any structure originally constructed by the Developer, including any boundary line wall, shall protrude over an adjoining lot, such structure or boundary line wall shall not be deemed to be an encroachment upon the adjoining lot. In the event there is such protrusion, the owner or owners of the lot on which such protrusion extends shall be deemed to have granted a perpetual easement to the adjoining owner or owners for continuing maintenance and use of such projection or boundary wall, including any replacement thereof.

(5) For the purpose of providing access to each owner of a boundary line wall or structure to permit painting, maintenance, repairs or reconstruction of such wall or structure that abuts such owner's boundary line, the adjoining owner or owners of each lot which abuts such boundary line or structure hereby give and grant a perpetual easement to the owner or owners of such wall or structure to enter upon the property of such adjoining owner or owners for the specific purpose of painting, maintenance, repair or reconstruction of such wall or structure. Such entry will be made in a reasonable manner and only at reasonable times, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the owner of the wall or structure who causes such entry to be made. In the event of any controversy, the decision of the Directors of the Association shall control.

8. Modification of Restrictions. The developer, on behalf of itself and the Association, reserves the right to alter, amend, repeal or modify these restrictions at any time with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development.

9. Notices. Any notice required to be given to any lot owner or Association member under the provisions of this declaration shall be deemed to have been properly given when mailed postpaid to the address of such person as shown on the instrument of conveyance by which such owner or member obtained title to his lot, unless the Association has been requested in writing to send such notices to a different address, in which event such different address shall be used.

10. Duration of Restrictions. All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the development, regardless of how he acquired title, until the commencement of the calendar year 2009, on which date these covenants, conditions and restrictions shall terminate and thereafter be of no further legal or equitable effect with respect to the property or any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of ten years, and thereafter for successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the development shall by written instrument duly recorded amend or declare a termination of the same. Each covenant, condition and restriction herein contained shall run with the land and shall be binding upon all parties and all persons claiming under them for the period of their duration.

11. Enforcement. Enforcement of these restrictions shall be by action against any person or persons violating or attempting

to violate any of them, either to restrain the violation or to recover damages. The prevailing party shall be entitled to recover, in addition to costs and disbursements otherwise allowed by law, his reasonable attorney's fee in the trial court and on appeal. No delay or omission on the part of the owners of other lots in the development in exercising any rights, powers or remedies herein provided, in the event of any breach of the covenants, conditions or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein.

12. Saving clause. In the event that any one or more of the foregoing covenants, conditions, or restrictions shall be adjudged for any reason, by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so adjudged to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect. In the event this declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Florida relating to the duration of such restrictions.

13. Binding Effect. This declaration of covenants and restrictions shall run with and bind the land and each and every portion thereof, and shall inure to the benefit of, be binding upon, and be enforceable by the developer, the Association, and the owner of any land subject to this declaration, and their respective legal representatives, heirs, successors and assigns.

14. Transferability of Developer's Rights. All rights and privileges of the developer under this declaration shall be fully assignable and transferable. In the event of such assignment or transfer, the term "developer" as used herein shall be deemed to include such assignee or transferee.

15. Effective Date. This declaration shall become effective upon recordation of same in the public records of Flagler County, Florida.

16. Additional Phases. This declaration of covenants and restrictions may be adopted by reference, in whole or in part, as set forth herein or with modifications, in any one or more instruments which shall be recorded in the public records of Flagler County, Florida, for the purpose of making the same applicable to other phases of development of the overall planned unit development known as Windsong at Flagler Beach, without the necessity hereafter of setting forth such provisions in toto in any such instruments.

Executed the 12 day of February, 1979.

Signed, sealed and delivered in the presence of:

RED CARPET DEVELOPMENT CORPORATION

By: Charles W. Barcelo
Its President

Attest: [illegible]
Its Secretary

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12 day of February, 1979, by CHARLES W. BARCELO and GEORGE J. ANTONICH, President and Secretary respectively, of Red Carpet Development Corporation, a Florida corporation, as a valid corporate act.

LOUISA TAMM NOTARY PUBLIC STATE OF FLORIDA

Louisa Tamm
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 13, 1980
Bonded by American Fire & Casualty Co.

79/ 01905
NO. _____
FILED AND RECORDED
O.R. BOOK 118 PAGE 599
'79 MAR 16 PM 3 20
SHELTON B. BARBER
CLERK CIRCUIT COURT
FLAGLER COUNTY, FLA.

Windsong at Flagler Beach Homeowners Association, Inc.

Articles of Incorporation

February 21, 1979

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 21, 1979, as shown by the records of this office.

The charter number for this corporation is 746029.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of February, 1979.

Secretary of State

CER 101
12-78

ARTICLES OF INCORPORATION

of

WINDSONG AT FLAGLER BEACH
HOMEOWNERS ASSOCIATION, INC.
(A Non-profit Florida corporation)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provision of the Statutes of said state, providing for the formation, liabilities, rights, privileges, and immunities of corporations not for profit.

ARTICLE I

The name of this Corporation shall be:

WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The general nature of the business to be transacted is as follows:

A. To enforce the terms, covenants, conditions and restrictions appertaining to the Windsong at Flagler Beach recorded in the Public Records of Flagler County, Florida.

B. To accomplish the foregoing purposes the corporation shall have all corporate powers permitted under Florida law, including the power to mortgage and borrow monies.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION

Any person, firm, corporation, or other business entity coming within the following categories shall automatically become members of this association:

A. The record title holder of a present vested fee simple interest in any lot or dwelling unit of Windsong at Flagler Beach filed in the Public Records of Flagler County, Florida.

B. If the record title holder described in paragraph A designates in writing to the Secretary of this Association, the tenant shall be a member of this Association. However, the owner's membership privileges during the period of such tenancy shall abate and shall be exercisable only by the tenant. When the tenancy ceases to exist, the owner of such dwelling unit shall so certify to the Secretary of this Association and the owner shall be entitled to resumption of all membership privileges unless a new tenant is in possession of the dwelling unit.

C. The membership of any tenant or record owner shall automatically terminate when such person is no longer entitled to immediate possession and enjoyment of a dwelling unit in the Windsong at Flagler Beach Subdivision filed in the Public Records of Flagler County, Florida.

D. When a corporation or partnership is an owner or tenant of a dwelling unit or lot, only the President of the corporation or its designate or the senior partner shall be entitled to exercise membership privileges.

ARTICLE IV

TERM OF EXISTENCE

This corporation shall have perpetual existence.

ARTICLE V

NAMES AND ADDRESSES OF SUBSCRIBERS

Charles W. Barcelo	7 Seashore Drive P. O. Box 467 Ormond Beach, Fl. 32074
George J. Antonich	2201 No. Halifax Avenue Daytona Beach, Fl. 32018
John R. Tamm	408 No. Wild Olive Ave. Daytona Beach, Fl. 32018

ARTICLE VI

MANAGEMENT AND TIME OF ELECTION

A. The affairs and property of this Corporation shall be managed and governed by a Board of Directors composed of not

less than three (3) nor more than nine (9) members.

B. Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on the first Monday in December of 1979 and each year thereafter at such place as may be designated by the Board.

C. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members of the corporation, a President, Vice President, Secretary, Treasurer, and such other officers as it may deem desirable.

D. All officers may hold more than one office as set forth above.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

President	Charles W. Barcelo
Vice President	John R. Tamm
Secretary-Treasurer	George J. Antonich

ARTICLE VIII

The following three (3) persons shall constitute the first Board of Directors. Said First Board of Directors may appoint three (3) successors to serve as an interim Board of Directors until the first election of the Board of Directors at the first regular annual meeting of the members:

Charles W. Barcelo	7 Seashore Drive P. O. Box 467 Ormond Beach, Fl. 32074
George J. Antonich	2201 No. Halifax Ave. Daytona Beach, Fl. 32018
John R. Tamm	408 No. Wild Olive Ave. Daytona Beach, Fl. 32018

ARTICLE IX

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENT OF ARTICLES OF INCORPORATION

An affirmative vote of sixty-five percent (65%) of the membership and Board of Directors or by not less than seventy-five percent (75%) of the votes of the entire membership of the Association shall be necessary to amend these Articles of Incorporation.

ARTICLE XI

No dividend shall be paid and no part of the income shall be distributed to its members, directors or officers. The Corporation may, however, pay a reasonable amount to its members, directors and officers for services rendered and may confer benefits upon its members in conformity with the purposes set forth in Article II and upon dissolution or final liquidation, may make distribution to its members, as permitted by the court having jurisdiction thereof and no such payment, benefit or distribution shall be determined to be a dividend or a disbursement of income.

WITNESS THE HANDS AND SEALS of the incorporators and subscribers in Volusia County, State of Florida, this 12th day of February, 1979.

Signed, sealed and delivered in the presence of:

Louisa Tamm

June E. Blymiek

Charles W. Barcelo (SEAL)
Charles W. Barcelo

George J. Antonich (SEAL)
George J. Antonich

John R. Tamm (SEAL)
John R. Tamm

STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared CHARLES W. BARGELO, GEORGE J. ANTONICH, and JOHN R. TAMM, to me well known to be the Incorporators and subscribers to the foregoing Articles of Incorporation of Windsong at Flagler Beach Homeowners Association, Inc., who being by me first duly sworn, acknowledged that they signed the same for the purposes therein expressed.

WITNESS my hand and seal in the county and state aforesaid this 12 day of February, 1979.

Louisa Tamm
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 13, 1980
Bonded by American Fire & Casualty Co.

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NO.
FILED AND RECORDED
O.R. BOOK 118 PAGE 0605
'79 MAR 16 PM 3 21
C. Sanders D.C.
SHELTON B. BARBER
CLERK CIRCUIT COURT
FLAGLER COUNTY, FLA.

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First: That WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Daytona Beach, County of Volusia, State of Florida, has named GEORGE J. ANTONICH of 2201 North Halifax Avenue, Daytona Beach, Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

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

Resident Agent

'79 MAR 16 PM 3 22
SHELTON B. BARBER
CLERK CIRCUIT COURT
FLAGLER COUNTY, FLA.

NO. 79 011907
FILED AND RECORDED
O.R. BOOK 118 PAGE 606-607

Windsong at Flagler Beach Homeowners Association, Inc.

By Laws

February 12, 1979

BY-LAWS
of
WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.
A corporation not for profit

1. GENERAL

1.1 These are the By-Laws of WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC., called the Association, a Florida non-profit corporation.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

2. MEMBERSHIP, VOTING QUORUM PROXIES

2.1 There shall be 60 votes initially, each of which shall be owned by Red Carpet Development Corporation. One vote shall pass automatically with the title to each lot. Red Carpet Development Corporation reserves the right to exercise all votes not so automatically conveyed. As used herein, the term "majority of owners" or similar phrase means the owners of lots, including Red Carpet Development Corporation who own 51% or more of the votes. Upon the recording of an additional plat the number of votes shall automatically increase one vote for each additional unit.

2.2 A quorum at members' meetings shall consist of the owners of a majority of the lots, and decisions shall be made by the owners of a majority of the lots represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Articles of Incorporation, the By-Laws or restrictions.

2.3 Proxies. At meetings of the membership, votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting. A member may withdraw his proxy at any time before it is voted.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

John R. Sorg
Sy. 98 - N. Wild Olive
P.B. 32015

3.1 The Annual Members' Meeting shall be held at such place designated by the Board of Directors, at 7:30 o'clock P.M. local time, on the first Monday in December, beginning in 1979, or sooner as specified in the Articles of Incorporation, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meeting shall be held whenever called by the president or vice-president or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.3 Written notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the president, vice-president or secretary unless waived in writing. Such notice shall be delivered or mailed by first class mail to each member at his address as it appears on the books of the Association, not less than ten (10) days not more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings.

3.4 Voting.

a. In case a lot is owned by more than one person or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the apartment, or by the president in the case of a corporation, and filed with the secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At Annual Members' Meetings and as far as practical at other members' meetings, shall be:

a. Calling of the roll and certifying proxies.
b. Proof of notice of meeting.
c. Reading and approval of minutes.
d. Reports of officers and committees.
e. Election of inspectors of election.
f. Election of directors.
g. Unfinished business.
h. New business.

3.7 Written minutes of all meetings of the unit owners shall be kept and be available for inspection by owners and board

members at all reasonable times.

4. BOARD OF DIRECTORS.

4.1 The Board of Directors of the Association shall consist of not less than three nor more than nine directors, the exact number to be determined at the time of the election.

4.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be conducted in the Annual Members' Meeting.

b. A Nominating Committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes.

4.3 The term of each directors service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

4.5 Regular Meetings of the Board of Directors 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 given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meetings of the directors may be called by the president, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 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.

4.8 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Articles of Incorporation or by these By-Laws.

4.9 The Presiding Officer of directors' meeting shall be the president. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.0 Meetings of the Board of Directors shall be open to all lot owners and notice of meetings shall be posted conspicuously, forty-eight (48) hours in advance for the attention of owners except in an emergency. Minutes of all Board meetings shall be kept in a businesslike manner and available for inspection by lot owners at all reasonable times.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation and these By-Laws, without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' lots to defray the costs of the Association and to use the proceeds of said assessments in the exercise of the powers and duties of the Association.

b. To make and amend regulations governing the use of the property, real and personal, of the Association so long as its regulations do not conflict with the restrictions, the Certificate of Incorporation and these By-Laws.

c. To employ such personnel as may be required for proper operation of the Association.

6. OFFICERS.

6.1 The executive officers of the Association shall be a president, a vice-president, a treasurer, and a secretary, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not be also the secretary

or the vice-president. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 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 an association, including but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.3 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.

6.4 The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and other notices required by law. 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 an association as may be required by the directors or the secretary when the secretary is absent.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Restrictions, and the Articles of Incorporation shall be supplemented by the following provisions:

7.1 The assessment roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget, together with a notice of the meeting at which such budget will be considered, shall be transmitted to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget.

7.3 Assessments. Assessments against the lot owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceeding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors and the unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal installments on the first day of each month remaining in the calendar year.

7.4 Acceleration of Assessment Installments Upon Default. If an owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owners, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.5 Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.6 The depository of the Association shall be such bank or banks as shall be designated by the directors from time to time 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 directors.

7.7 An Audit of accounts of the Association shall be made annually and a copy of the audit report shall be available to each member not later than the second Monday in February of the year following the year for which the report is made.

7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each member.

8. OBLIGATIONS OF THE OWNERS.

8.1 Assessments. All of the members are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses.

8.2 Maintenance and Repair.

a. Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part belonging to the other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

b. A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest, or lessee of such member.

8.3 Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become in effect, in the City of Flagler Beach, Flagler County, Florida, and further limited by the Declaration of Covenants and Restrictions of Windsong at Flagler Beach.

8.4 Rules and Conduct. Conduct of members shall be governed by rules and regulations, which from time to time, may be approved by the Board of Directors.

9. PARLIAMENTARY RULES.

9.1 Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

10. AMENDMENTS. These By-Laws may be amended in the following manner:

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

10.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

our By-Laws say 65%

a. Not less than sixty-five percent (65%) of the entire membership of the Board of Directors and by not less than sixty-five percent (65%) of the votes of the entire membership of the Association, or

b. By not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

10.3 Proviso. Provided, however, that no amendment shall discriminate against any owner nor against any class or group of owners unless the owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or restrictions.

11. RECORDS OF ASSOCIATION.

11.1 All of the books and records of the Association shall be kept in a businesslike manner and shall be available for inspection by any member at reasonable times.

The foregoing were adopted as the By-Laws of Windsong at Flagler Beach Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the directors held on the 12 day of February 1979.

Secretary

APPROVED:

President

79 NO. 01904
FILED AND RECORDED
O.R. BOOK 118 PAGE 581-588
'79 MAR 16 PM 3 19
SHELTON J. BARBER
CLERK CIRCUIT COURT
FLAGLER COUNTY, FLA.

Windsong at Flagler Beach Homeowners Association, Inc.

Rules & Regulations

March 15, 1985

COPY

RULES AND REGULATIONS
OF
WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.

THESE RULES AND REGULATIONS are for the benefit, comfort, safety and enjoyment of Windsong owners and residents. Reference should also be made to the Declaration of Covenants and Restrictions and Bylaws.

1. **MOTOR VEHICLES:** No commercial vehicle, truck with a hauling capacity in excess of 1,500 pounds, boat, trailer of any type, motor home, recreational vehicle, bus, camper of any type or other similar vehicle shall be permitted to be parked for a period in excess of 12 hours on or about the common paved areas, any driveway or upon any lot except in an enclosed garage. The Board of Directors shall have exclusive determination of what constitutes a commercial vehicle, which shall include but not be limited to any vehicle with commercial or business lettering or designs. Registration and ownership may not be deemed determinative of whether or not a vehicle is prohibited.

No motor vehicle of any type shall be permitted if unsightly or obtrusive, the determination of which shall be vested exclusively in the Board of Directors. Mechanical work (except for minor repairs) on motor vehicles is prohibited. All vehicles must be operable and properly and currently licensed.

EXCEPTIONS: The following are permitted exceptions: (a) official emergency or police vehicles and (b) vehicles used for construction of and

improvements upon a lot, provided the vehicle relates to the construction occurring upon the lot.

2. **PARKING:** Motor vehicles shall only be parked in driveways. No overnight parking shall be permitted on any street. No parking shall be permitted at any time on the grassy area at the North and South ends of Windsong Circle.

3. **TOWING AND REMOVAL:** The Association may tow or otherwise remove any motor vehicle deemed in violation of these Rules, the Declaration of Covenants and Restrictions or Bylaws. All towing or removal shall be at the expense of the vehicle owner. Any costs incurred by the Association may be subject to assessment and lien rights of the Association as set forth in Section 6 of the Declaration of Covenants and Restrictions.

4. **PETS:** A pet is defined as a domestic or household dog, cat or other common household pet. No owner may maintain more than two (2) pets within one dwelling unit. When outside, all dogs must be kept on a leash and under the owner's supervision and control. Pets may not be curbed on or near buildings, walkways, shrubbery or other areas accessible by other owners. Each owner must promptly clean up after his pet. No pet shall be permitted to be a nuisance to other owners or residents.

5. **SPEED LIMIT:** The speed limit for all streets within Windsong shall be 15 miles per hour.

6. **PROPERTY MAINTENANCE:** All lot owners shall maintain their property so as not to be offensive or which results in a decrease in property values. A proper schedule of watering and lawn maintenance is encouraged. No owner may permit his property to remain in a condition which adversely affects other property values or which is not of quality aesthetic appearance.

7. **DAMAGE TO COMMON AREAS:** Each owner shall be responsible for payment of all costs and expenses incurred as a result of any damage or loss caused to any common area by the owner, his family, residents, guests, tenants or invitees.

8. **USE OF COMMON AREA:** Common areas may not be used as a playground, may not be altered in any manner without prior written approval of the Board of Directors and may not be used for storage or disposal of rubbish, trash or any personal property.

9. **NUISANCES:** No owner shall permit any nuisance to exist, including but not limited to excessive noise or any other activity which interferes with the comfort, safety or enjoyment of other owners and residents.

10. **ALTERATIONS OR MODIFICATIONS:** Any and all construction, alterations, modifications or improvements must be approved by the building committee appointed by the Association. Please see Section 3o of the Declaration of Covenants and Restrictions.

11. **VIOLATIONS:** Any violation of the Declaration of Covenants and Restrictions. Bylaws or these Rules and Regulations shall subject the violator to all legal remedies available under Florida law, including monetary assessments for costs and legal fees.

March 15, 1985

COPY

TO: Windsong at Flagler Beach Homeowners Association, Inc.

RE: Transfer of control from developer to homeowners association

In meeting duly held by Red Carpet Development Corporation, a Florida corporation, a motion was made and carried that the corporation would transfer control of Windsong at Flagler Beach Homeowners Association, Inc., a Florida non-profit corporation, upon the happening of the earliest of the following:

1. Upon sale and transfer of 75% of the lots comprising the development known as Windsong at Flagler Beach per plat recorded in Plat Book 26, page 39, public records of Flagler County, Florida.

2. Not later than January 1, 1990.

This communication is to be accepted as an agreement with the homeowners association to transfer control as above stated.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of March, 1985.

RED CARPET DEVELOPMENT CORPORATION

By _____
Its President

Attest: _____
Its Secretary

FORM 110 Florida QUIT CLAIM DEED (From Corporation)

OFF. REC. 252 PAGE 849

TOTHBLANK ASSISTANT OF FLORIDA Tome Law Form Publishers, Inc.

This Indenture,

Wherever used herein the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders, and if used, the term "legal" shall include all the rights granted by such laws.

Made this 15th *day of* March *, A. D. 19* 85

Between RED CARPET DEVELOPMENT CORPORATION

a corporation existing under the laws of the State of Florida *, party of the first part, and*

WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION, INC.

, of the County of Flagler *and State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* Ten & no/100- *Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot , piece or parcel of land, situate lying and being in the County of* Flagler *State of Florida, to wit:*

That portion of Windsong at Flagler Beach Subdivision shown as common area on said plat, being recorded in Plat Book 26, pages 39 and 40, public records of Flagler County, Florida.

Subject to the easement shown on said plat to the City of Flagler Beach for utility purposes and subject to a non-exclusive easement to fee simple owners of lots within the subdivision over all roads and lands as further described on said plat.

It is the intention of this deed to convey to the grantee all of the common area shown on the plat of Windsong at Flagler Beach

STATE OF FLORIDA DOCUMENTARY STAMP TAX 00.45

To Have and to Hold *the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.*

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.*

(Corporate Seal)

RED CARPET DEVELOPMENT CORPORATION

By [signature] *President.*

Attest [signature] *Secretary*

Signed, Sealed and Delivered in Our Presence:

[signature]

[signature]

State of Florida,

County of VOLUSIA

OR. 252 PGE 850

I HEREBY CERTIFY, *That on this* 15th *day of* March *A. D. 19* 85, *before me personally appeared* CHARLES W. BARCELO *and* GEORGE J. ANTONICH, *respectively President and* Secretary *of* Red Carpet Development Corporation, *a corporation under the laws of the State of* Florida, *to me known to be the persons described in and who executed the foregoing conveyance to*

Windsong at Flagler Beach Homeowners Association

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS *my signature and official seal at* Daytona Beach *in the County of* Volusia *and State of Florida, the day and year last aforesaid.*

Notary Public, State of Florida
My Commission Expires March 13, 1986
Bonded Thru Troy Fain - Insurance, Inc.

My Commission Expires _____ *Notary Public*

JOHN R. TAMM
ATTORNEY AT LAW
400 BROADWAY
DAYTONA BEACH, FLORIDA

Return To:
Red Carpet Dev Corp
P.O. Box 1868
Ormond Beach, 32175

Quit-Claim Deed

FROM CORPORATION

TO

NO. 85-02315
FILED & RECORDED
O.R. BOOK 252 PAGE 849-850

'85 MAR 15 P 3:24

SHERRY ... CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

Date