

Instrument Prepared by:  
Erum S. Kistemaker, Esq.  
Chiumento Dwyer Hertel Grant & Kistemaker  
120 East Granada Blvd.  
Ormond Beach, FL 32176

**CERTIFICATE TO AMEND AND RESTATE  
THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
SEASIDE LANDINGS N/K/A BULOW SHORES**

The undersigned Managing Member of the Declarant, SEASIDE LANDINGS, LLC, the limited liability company in charge of the residential community known as SEASIDE LANDINGS, according to the Declaration of Covenants, Restrictions and Easements thereof as recorded in Official Records Book 2158, Page 659, of the Public Records of Flagler County, Florida (the "Declaration"), hereby certify that the following amendment and restatement of the Declaration was approved by the Declarant, SEASIDE LANDINGS, LLC, on February 20, 2019 and joined in by unanimous vote of the Board of Directors of BULOW SHORES HOMEOWNERS ASSOCIATION, INC. The undersigned further certify that the Declaration amendment was proposed and approved pursuant to Section 8.1 of the Declaration and all and applicable law and that the amendment does not materially impair the common plan of development of the residential community.

**The Declaration is hereby amended TO CHANGE THE NAME OF THE RESIDENTIAL COMMUNITY TO "BULOW SHORES" AND TO CHANGE THE NAME OF THE HOMEOWNERS' ASSOCIATION TO "BULOW SHORES HOMEOWNERS' ASSOCIATION, INC." The Declaration is hereby further amended TO CHANGE ARTICLE IX USE RESTRICTIONS, SECTION 17 BOAT SLIPS AND DOCKS and SECTION 19 SHORELINE STABILIZATION; and TO CHANGE ARTICLE XII ARCHITECTURE AND LANDSCAPING. Amendments are as follows:**

**SUBSTANTIAL REWORDING, SEE CURRENT TEXT**

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, SEASIDE LANDINGS, LLC has caused this certificate to be executed in its name, and joined in by SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. on the respective dates set forth below.

**DECLARANT:**

WITNESSES AS TO DECLARANT:

SEASIDE LANDINGS LLC, a Delaware limited liability company

BY: PATTEN SPECIAL ASSETS, LLC., a Delaware limited liability company, its Manager

Angela Lee Caron  
Print Name: Angela Lee Caron

BY: Michael Patten  
Name: Michael Patten  
Title: Manager

Michael Patten  
Print Name: Michael Patten

STATE OF FLORIDA )  
COUNTY OF Bucks ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Patten, as Manager of Patten Special Assets, as Manager of Patten Special Assets, LLC, a Delaware limited liability company, as Manager of Seaside Landings, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company. He/She is personally known to me or has produced himself as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of February, 2019.

Angela Lee Caron  
Notary Public, State of Florida at Large  
Angela Lee Caron  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 5/16/25



Instrument Prepared by:  
 Erum S. Kistemaker, Esq.  
 Chiumento Dwyer Hertel Grant & Kistemaker  
 120 East Granada Blvd.  
 Ormond Beach, FL 32176

**ASSOCIATION:**

SEASIDE LANDINGS HOMEOWNERS  
 ASSOCIATION, INC., a Florida corporation not  
 for profit

**WITNESSES AS TO ASSOCIATION:**

Denise M. Sinkers  
 Print Name Denise M. Sinkers

Kelly J Stewart  
 Print Name Kelly J Stewart

By: [Signature]  
 Name: John Patten  
 Title: President

Attest: [Signature]  
 Name: Jon Riley  
 Title: Vice-President

STATE OF FLORIDA )

) SS

COUNTY OF Alachua )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John Patten and Jon Riley, the President and Vice-President, respectively, of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. John Patten is personally known to me or has produced \_\_\_\_\_ as identification. Jon Riley is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of February, 2019.

[Signature]  
 Notary Public, State of Florida at Large

Kelly J Stewart  
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 7/18/20



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR  
BULOW SHORES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "Declaration") is made this 20<sup>th</sup> day of February, 2019 by SEASIDE LANDINGS, LLC, a Delaware limited liability company (the "Declarant"), and is joined in by BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, the original Declaration of Covenants, Restrictions and Easements was recorded in the Public Record of Flagler County, Florida at Official Records Book 2158, Page 659, and

WHEREAS, a significant package of amendments recently was approved by the Managing Member of the Declarant and joined in by unanimous vote of the Association, and

WHEREAS, a significant package of amendments to the Articles of Incorporation and Bylaws of the Association recently was approved by a unanimous vote of the Board of Directors of the Association at a duly noticed and conducted meeting on February 7, 2019

WHEREAS, the Declarant approved integration of all amended provisions into a single instrument, including integration of the amendments to the Articles of Incorporation and Bylaws approved by the Association,

NOW THEREFORE, Declarant, SEASIDE LANDINGS, LLC, hereby amends and restates the Declaration of Covenants, Restrictions and Easements for the purposes of integrating all of the provisions of the Declaration, together with recently adopted amendments to this Declaration, the Articles of Incorporation and the Bylaws, and resubmits the lands described herein to the terms, covenants, conditions, easements, and restrictions hereof, which shall be covenants running with the residential community land and binding on all existing and future owners and all others having an interest in the residential community land or occupying or using the residential community land.

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit A attached hereto and made a part hereof, which is committed to the provisions of this Declaration ("Property");

WHEREAS, Declarant is developing a ninety-nine (99) lot community known as "Bulow Shores" (hereinafter defined) on the Property;

WHEREAS, in order to maintain Bulow Shores as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

## ARTICLE I DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise or defined elsewhere herein.

Section 1. "ASSESSMENT" shall mean assessments for which all "Owners" (as hereinafter defined) are obligated to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the "Bulow Shores Documents" (as hereinafter defined).

Section 2. "ARCHITECTURAL REVIEW BOARD" or "ARB": The committee established, upon delegation or termination of Declarant's authority under Article XII, to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described herein.

Section 3. "ASSOCIATION" shall mean and refer to BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes.

Section 4. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any "Lot" (as hereinafter defined) and which are or shall be owned and maintained by the Association, as set forth herein.

Section 5. "BOARD" shall mean the Board of Directors of the Association, the governing body of the Association.

Section 6. "COUNTY" shall mean Flagler County, Florida.

Section 7. "DECLARANT" shall mean and refer to SEASIDE LANDINGS, LLC, a Delaware limited liability company, and any successor or assign to which Declarant specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a "Home" (as hereinafter defined), be deemed a successor or assign of Declarant under the Bulow Shores Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 8. "DECLARANT CONTROL PERIOD" shall mean the period of time in which the Declarant has the right to appoint a majority of the Board of Directors.

Section 9. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any amendments thereto, which may be recorded amongst the Public Records.

Section 10. "DIRECTOR" shall mean a member of the Board.

Section 11. "EQUESTRIAN LOTS" shall mean and refer to Lots 1 through 10 in Bulow Shores.

Section 12. "HOA ACT" shall mean the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

Section 13. "HOME" shall mean a building constructed on a Lot intended for occupancy as a single-family residence.

Section 14. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Bulow Shores, including, but not limited to, buildings, walkways, parking areas, berms, sprinkler pipes, drives, driveways, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, patios, site walls, benches and decorative lights.

Section 15. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an "Institutional Mortgagee" (as hereinafter defined) on any property within Bulow Shores.

Section 16. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home within Bulow Shores, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including, but not limited to the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC").

Section 17. "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 18. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and postjudgment proceedings.

Section 19. "LOT" shall mean and refer to any parcel of land within Bulow Shores upon which a Home is permitted to be constructed, together with the Improvements thereon.

Section 20. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 21. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth herein.

Section 22. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Bulow Shores Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Bulow Shores Documents.

Section 23. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Bulow Shores, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 24. "BULOW SHORES" shall mean the planned community created pursuant to this Declaration and the site plan attached hereto as Exhibit "D".

Section 25. “BULOW SHORES DOCUMENTS” shall mean in the aggregate this Declaration, the Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s).

Section 26. “SITE PLAN” shall mean and refer to the site plan for the Property attached hereto and made a part hereof as Exhibit D.

Section 27. “SJRWMD” shall mean St. Johns River Water Management District.

Section 28. “STORMWATER MANAGEMENT SYSTEM” shall mean 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 of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The Stormwater Management System is located upon and designed to serve the Property.

Section 29. “TURNOVER DATE” shall mean the date upon which Class A Members (as defined in Article V.D.1 of the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

## ARTICLE II DESCRIPTION OF BULOW SHORES

Section 1. GENERAL PLAN OF DEVELOPMENT. Bulow Shores comprises the Property encompassing, or which will encompass, Lots and Association Property, as more particularly defined in this Declaration. The Property declared hereunder is described in Exhibit A attached hereto. Bulow Shores is planned to be comprised of ninety-nine (99) Lots and the Association Property in accordance with this Declaration.

All Lots not identified on Exhibit “E” are waterfront Lots with the right to construct a dock and boat slips immediately adjacent to their Lot in accordance with applicable law. There is also a boat dock located within the Community that contains twenty (20) boat slips (the “Boat Dock”). Nineteen (19) of these boat slips are assigned to individual Lots as indicated on Exhibit “E” attached hereto. The Lot to which each of the boat slips is assigned cannot be changed. The twentieth (20<sup>th</sup>) boat slip is a community boat slip (the “Community Boat Slip”) for use by all Owners and guests in accordance with rules and regulations to be adopted by the Board of Directors which may include, but shall not be limited to the maximum amount of time that a boat can remain at the Community Boat Slip. The expenses of maintaining the Boat Dock shall be allocated equally among the twenty (20) boat slips with the Lots to which nineteen (19) of the boat slips have been assigned, each being responsible for five (5%) percent of the Boat Dock Budget, and the remaining five (5%) percent being a Common Expense of the Association. The Boat Dock Budget shall be prepared and adopted by the Board of Directors in the same manner as the Budget for the Association and may include reserves. Maintenance of the Boat Dock, the twenty (20) boat slips and the surrounding area, including dredging, shall be performed by the Association. In the event the Association has insufficient funds in either its operating account or its reserve account for any necessary maintenance, a special assessment may be necessary. The Board of Directors shall have the right, but not the obligation, to appoint an advisory committee consisting of any number of Lot Owners to which individual boat slips have been assigned. This advisory committee may advise the Board with regard to matters relating to the Boat Dock, but all final decisions concerning the Boat Dock shall remain with the Board of Directors.

The following are prohibited in and around the Boat Docks:

- A. Fires, barbecues or any other dangerous activities.
- B. Recreational swimming or diving.



- C. Fishing unless the assignee of each adjacent slip consents to the fishing.
- D. The storage of personal property unless the Association provides a dock box for storage.

The existing canoe launch is available for use by all Owners and is Association Property. If the Declarant or the Association builds a canoe rack, the Association shall have the right to adopt rules and regulations regarding the use of the canoe rack, including, but not limited to, rules relating to the time period for use of the rack, payment for use of the rack, permanent storage or the prohibition thereof, and type of watercraft that can be stored in the canoe rack or used at the canoe launch.

Section 2. ASSOCIATION PROPERTY. The Association Property consists of all portions of the Property that is not within a Lot.

The Association Property shall be used for open space, as well as other proper purposes, by the Association and the Owners and their family members, guests, invitees and lessees in accordance with the Bulow Shores Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees.

The portions of Bulow Shores described in this Section 2 shall constitute Association Property and shall be used solely in accordance with the covenants impressed upon the Association Property as follows:

(1) Stormwater Management System. The Stormwater Management System as shown on the Site Plan or otherwise located within the Property is a private Stormwater Management System owned and operated by the Association. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the SJRWMD.

There shall be set aside a permanent vegetated natural buffer ("Buffer") 100 feet wide, over that portion of the Property shown on the Plat as "100 foot Natural Buffer". This Buffer extends across Lots 6 through 10. The Buffer is part of the Stormwater Management System permitted by SJRWMD. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fence posts) are prohibited within the Buffer. No alteration of the Buffer shall be authorized without prior written authorization from the SJRWMD. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

The Developer has constructed a Drainage Swale upon Lots 1 through 5 for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each such Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on their respective Lots. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

There is a compensating storage area within Lot 99, as identified on the Plat, to provide for necessary drainage. The Association shall have the responsibility to maintain the compensating storage area and shall have an easement of ingress and egress to Lot 99 for that purpose.

(2) Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Association Property. The decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant.

Section 3. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property shall be conveyed to the Association in accordance with the provisions of Article III hereof.

Section 4. PRIVATE USE. For the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and lessees, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves the right to use the Association Property for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant of Lots in Bulow Shores and in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings and engaging in sales promotions and related sales and marketing activities.

In general, the restrictions and limitations set forth in this Article II and Exhibit "E" shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Without limitation, the Declarant reserves the right to market different portions of the Project under different names. Notwithstanding the foregoing, this Declaration and other governing documents as defined herein are the governing documents for the entire Property. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article II and Exhibit "E" in addition to whatever remedies at law to which it might be entitled.

B. Except to the extent herein provided, the Association Property shall be for the sole and exclusive use of the Owners and residents of Bulow Shores and their family members, guests, invitees and lessees.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in the Bulow Shores Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association.

Section 5. RULES AND REGULATIONS. The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the boat slips and docks, the Lot and Improvements and other portions of the Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Bulow Shores Documents. The rules and regulations shall not apply to Declarant as an Owner unless Declarant consents thereto.

### ARTICLE III CONVEYANCE OF ASSOCIATION PROPERTY

To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots. When title to all Lots have been conveyed to non-Declarant purchasers, or five (5) years after the conveyance of the first Lot to a non-Declarant purchaser, whichever occurs first, or earlier at Declarant's option exercisable from time to time, as to any portions of the Association Property, Declarant or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to any real estate taxes and assessments due with respect to such Association Property from and after the date of recording this Declaration; any covenants, conditions, restrictions, reservations and limitations then of record; the easements herein set out; any zoning ordinances then applicable; and this Declaration, as amended from time to time.

At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept such property and the personal property, if any, and Improvements appurtenant thereto. The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto.

The Association shall accept this conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

### ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Except as otherwise provided herein, every Owner and family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property, in common with all other Owners, their family members, guests, lessees, agents and invitees, which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. Use of the Lots and the Association Property shall be subject to the following conditions and limitations:

A. Residential and Related Uses. Notwithstanding anything contained herein to the contrary or as may be provided by applicable law, Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an occupant residing in the Home on a Lot may conduct business activities ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Community.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Association and Declarant, which either may withhold in their discretion. Notwithstanding anything in this Article to the contrary, Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of Declarant's or the Association's other rights and remedies.

This Section shall not apply to restrict Declarant's, or Declarant's Affiliates' or Builder's or Builder's Affiliates' activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development, construction, and sale of property in the Community. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing of a Lot by the Owner thereof for residential occupancy shall not be considered a "business" within the meaning of this subsection.

B. There shall be no subdivision of any Lot.

C. The right and duty of the Association to reasonably limit the number of guests, invitees or lessees of an Owner using the Association Property.

D. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining, repairing and replacing the Association Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

E. The right of the Association to establish uniform rules and regulations pertaining to the use of the Association Property.

F. The right of the Association to establish uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

G. The right of the Association, in accordance with its Articles, Bylaws, and this Declaration, to borrow money for the purpose of improving the Association Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

H. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

I. The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

J. The right of Declarant and Declarant's officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the facilities thereon, without charge, for sales, display, access, ingress, egress, construction, and exhibit purposes.

K. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

L. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

M. The easements provided elsewhere in this Declaration, which are the perpetual maintenance obligation of the Association and those set forth in this Article IV.

N. The right of the Association to provide for the maintenance, preservation and architectural control of Homes and other properties as set forth in this Declaration.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Association Property to the members of his/her family, or to the lessees who reside in his/her Home, subject to all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

Section 3. RECOGNITION OF EXISTING EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment required to provide utility services to the Association Property and the Lots, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer and drainage, and (b) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights

of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Certain utility lines which serve more than one Lot may run through portions of the Lots. The easement described in this Section is intended to provide the right for such utility lines to exist within the Lots, provided, however, such easements shall be limited to the extent reasonably necessary to provide such utility services.

B. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of his/her Home or appurtenant Improvements installed by Declarant such as stucco, a hedge or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or his/her designees.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purposes of fulfilling its/their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Bulow Shores Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Home in the event the Owner thereof fails to do so.

D. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Home, subject to the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property and all provisions set forth in Bulow Shores Documents.

E. Drainage and Irrigation Easement. 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 SJRWMD 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 SJRWMD.

F. Stormwater Management System Encroachment Easement. An easement for encroachment over, under and upon the Drainage and Irrigation Easements located within the Lots, in favor of (i) the Owner of the Lot upon which the Drainage and Irrigation Easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the Association requires access to any Stormwater Management System improvements within a Drainage and Irrigation Easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the Drainage and Irrigation Easement is no longer required.

G. Access to Lots 5 and 10. Utilities, ingress and egress to Lots 5 and 10 shall only be from the roadway along the south side of those Lots, and an easement is hereby granted for these purposes. In addition, Lot 10 shall have an easement from this roadway across the portion of Lot 5 that is

on the south side of Lot 10 for ingress, egress and utilities to Lot 10. Provided, however, this easement shall not interfere with ingress and egress to all portions of Lot 5. This section cannot be amended without the consent of the Owners of Lots 5 and 10 and any holder of a recorded mortgage on either of these Lots.

H. Navigable Water Easement. An easement is hereby granted in favor of each Owner, their guests, invitees and licensees, across the navigable waters of any Lot for the purpose of ingress and egress to the Owner's Lot.

I. Easement for Dredging. The Association shall have an easement upon each Lot, including the land portion of the Lot and the navigable and non-navigable portions of the Lots for purposes of dredging the waterways to provide for proper navigation.

J. Easements in Favor of Lots 16 and 96. The ingress, egress, drainage and utility easements on the north side of Lot 17 is for the benefit of Lot 16, and the ingress, egress, drainage and utility easements that straddle the south property line of Recreation Tract E are for the benefit of Lot 96.

Section 5. ASSIGNMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Declarant shall terminate upon Declarant no longer holding title to any Lot on the Property or holding a leasehold interest in any Lot or holding a mortgage on a Lot on the Property. In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Bulow Shores Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles.

ARTICLE VI  
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;  
COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;  
CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Bulow Shores Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Lot and each Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Lot from Declarant as evidenced by the recordation of a Deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Bulow Shores Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Bulow Shores Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Association Property, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability, casualty and directors and officers liability insurance for the Association Property; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; and (6) any and all expenses deemed to be Operating Expenses by the Association. The budget shall also include a separate line item, which shows the estimated cost of routine maintenance of the Stormwater Management System. The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefore pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Bulow Shores Documents or the enforcement of the use and occupancy restrictions contained in the Bulow Shores Documents.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.



Operating Expenses shall include Operating Expenses with respect to the Association Property.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Bulow Shores Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.
5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five Dollars (\$25) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.
6. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such

Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

## ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total estimated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Bulow Shores Documents. Subject to a lot combination as set forth in Article IX, Section 16(B), each Lot shall be assessed its equal pro rata share of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. Operating Expenses for the Association Property and those expenses related to the docks shall be divided by the number of Lots. Notwithstanding anything in Bulow Shores Documents to the contrary, any Assessment for legal expenses incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment, except the legal fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Bulow Shores Documents or the enforcement of the use and occupancy restrictions contained in the Bulow Shores Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable annually, in advance, on the first day of January. Assessments for the year of the recording of this Declaration shall be prorated from the date of recording of the Declaration through the end of the year. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Lot Assessments. Individual Lot Assessments, and any installments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. SPECIAL ASSESSMENTS. Special Assessments include, in addition to other Assessments designated as Special Assessments in the Bulow Shores Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

Section 4.      LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for himself/herself and his/her heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay his/her Individual Lot Assessment or any portion thereof, or his/her respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Bulow Shores Documents.

Section 5.      WAIVER OF USE. No Owner, other than Declarant, may exempt himself/herself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by him/her from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of his/her Lot.

## ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS

### Section 1.      BY THE ASSOCIATION.

A.      The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Improvements and facilities located upon the Association Property. Should any incidental damage be caused to any Lot by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B.      The Association, at its expense, shall be responsible for dredging the navigable waterways within the Lots for purposes maintaining proper navigation within such waterways. Should any incidental damage be caused to any Lot by virtue of the Association's dredging work hereunder, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages. In the event the Association has insufficient funds in either its operating account or its reserve account for any necessary dredging, a special assessment may be necessary.

C.      The Association shall operate, maintain and repair a water sprinkler system constructed over, through and upon the Association Property as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such sprinkler system, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof.

D.      The Association shall be responsible for the maintenance, repair and replacement of any shrubs, trees and landscaping located on Association Property.

E.      All expenses incurred by the Association in connection with the services and maintenance described in Paragraphs A through C, inclusive, are Operating Expenses, payable by each

Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through J of this Section 1 be caused by the negligence of or misuse by an Owner, his/her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot with the same force and effect as liens for Operating Expenses.

F. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Bulow Shores.

## Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain his/her Home and the Improvements thereon, including equipment, appurtenances, sprinkler system and landscaping, in good order, condition and repair, and must perform promptly all maintenance and repair work within his/her Home which, if omitted, would adversely affect Bulow Shores, the other Owners or the Association and its Members. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home. The exterior surface of each Home must be maintained in a neat and clean condition. The Owner of each Lot shall be responsible for insect and pest control within and without the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his/her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

B. An Owner shall not plant any shrubs, trees and/or landscaping on his/her Lot without the prior written approval of the ARB. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his/her Lot, such Owner shall be responsible for maintaining such shrubs, trees and/or landscaping.

C. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board.

D. If a failure to comply with the provisions of this Section relates to the Owner's obligation to maintain the Lot, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he/she has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Lot with the same force and effect as a lien for Operating Expenses.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Lot which has suffered damage shall apply to the Association for approval for reconstruction, rebuilding, or repair of the Improvements therein in accordance with the procedures herein.

The Owner or Owners of any damaged Building shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his/her or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

## ARTICLE IX USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Bulow Shores Documents, or with any rules and regulations promulgated by the Association, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Association may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, his/her family, guests, invitees, lessees or employees to comply with any of the Bulow Shores Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot, with the same force and effect as a lien for Operating Expenses. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from such Lot, including, but not limited to, the right to park.

Section 2. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Bulow Shores nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the garage and driveways located upon each Lot. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No trailer, boat or boat trailer may be parked or stored on the Property except inside the garage of a Home. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot shall be corrected by, and at the sole expense of, the Owner of the Lot.

Section 5. LEASES. All leases shall be deemed to provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Homes; that the Owner of a leased Home shall be jointly and severally liable with his/her tenant for compliance with the Bulow Shores Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant; and that every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 6. ANIMALS AND PETS.

A. Domestic Pets. An Owner may keep the following domestic pets, provided, however, that no pet may be kept, bred or maintained for any commercial use and the number of pets shall not exceed a total of four (4) dogs and cats (in any combination), one (1) small bird (except that no birds shall be permitted on the patios ["Patios"]) and must be kept in the Home at all times) or fish or other equivalent domesticated pets, which at all times when not within the Home shall be on a leash or in an appropriate carrier. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. An Owner shall immediately pick up and remove any solid animal waste deposited by his/her pet on the Property. An

Owner is responsible for the cost of repair or replacement of any property damaged by his/her pet. Pets shall not be permitted upon the Association Property except as set forth herein or pursuant to rules and regulations promulgated by the Board. Pets shall not be allowed on the Patio of a Home unless the Owner is present. Every Owner as well as every occupant agrees to indemnify and hold harmless the Association and all other Owners, their lessees, guests, invitees and family members against any loss or liability of any kind or character whatsoever, arising from or growing out of having any animal in the community.

B. Horses. Horses are permitted on the Equestrian Lots only. The maximum number of horses and the maximum number of stalls on any Lot shall be three (3). The term "horses" specifically excludes donkeys, mules, asses, zebras and the like. No barn shall be used for residential purposes with the exception that groom's quarters will be permitted in the barns for the housing of individuals employed as grooms by the Owner or lessee of the entire Lot. All horses must be contained upon the Lot of the respective Owners. Horses are not permitted on the Common Areas at any time.

Section 7. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot unless approved by the ARB.

Section 8. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in the garage of each Home, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard). Trash shall be placed in front of each Lot or in designated areas no earlier than 5:00 p.m. the night before pick-up and trash receptacles shall be removed no later than midnight on the day of pick-up.

Section 9. CAMPING PROHIBITED. Camping is not permitted anywhere on the Property.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil 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.

Section 11. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 12. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 13. CONVEYANCES, TRANSFER AND ENCUMBRANCES OF LOTS. Any person who becomes an Owner by gift, devise or conveyance shall within ten (10) days after such transfer furnish the Association with his/her name and such other information as the Association may reasonably require.

Section 14. CLOTHESLINES. No clothesline or other similar device shall be allowed in any portion of the Property, unless within a Home and concealed from view from all other portions of the Property and from the surrounding public areas.

Section 15. HURRICANE SEASON. Each Owner who plans to be absent from his/her Home during the hurricane season must prepare his/her Home prior to his/her departure by removing all furniture, potted plants and other movable objects, if any, from his/her patio, and designate a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage.

Section 16. SINGLE OWNER OF MULTIPLE ADJACENT LOTS.

A. Subject to compliance with applicable law, if the same individual or entity is the owner of one or more adjacent Lots and desires to construct a Home that crosses a property line between two of such Lots, the setback contained in the Architectural Guidelines shall be applied as if the adjacent Lot(s) were one Lot. Provided, however, the Lots shall not be considered combined for any other purpose, including, but not limited to assessments and voting rights. Further, in the event of such construction, a Unity of Title must be recorded encumbering the affected Lots, and the Unity of Title cannot be terminated unless both Lots come into compliance with all ARB Guidelines.

B. Alternatively, at an Owner's option, if the same individual or entity is the owner of up to three (3) adjacent Lots, such Lots shall be considered as a single Lot hereunder for all purposes hereunder, including, but not limited to, the requirement that the Owner shall only be required to pay the maintenance fee attributable to one Lot. This subsection B can only be elected if there is a single residence (and any permitted guest home) constructed upon the combined Lots and the Lots are legally combined as a single Lot with the property appraiser, as well as any other governmental authority having jurisdiction. Furthermore, such combination of Lots is irrevocable, and a Unity of Title must be recorded encumbering the affected Lots. It is expressly acknowledged that any such combination of Lots will effectively reduce the number of Lots in Bulow Shores and thereby proportionally increase the maintenance fees per Lot.

C. Notwithstanding the provisions of subsections A and B above, if any of the combined Lots have been assigned boat slips as set forth on Exhibit "E", all such boat slips shall be deemed assigned to the combined Lots, and the maintenance fee under the Boat Dock Budget in Article II, Section 1, shall not be adjusted.

Section 17. BOAT SLIPS AND DOCKS. The provisions of this Article and Article IX, Section 2 are applicable to both the boat slips at the individual Lots and the boat dock referred to in Article II, Section 1.

The docks and boat slips shall be used solely and exclusively for any leisure, recreational or sport fishing motorboat, sailboat or watercraft which is self-propelled and in a seaworthy condition together with any dinghy or other boat kept on or attached thereto, provided however, that such term shall exclude any houseboat, floating home, house-like barge, seaplane, nondisplacement (i.e. air-cushion) or commercial work vessel(s) kept in a boat slip (a "Vessel") and for no other purposes whatsoever. Vessels may be chartered by their owners, but no activities relating to the charter of Vessels (including, without limitation, the embarking and disembarking of passengers) shall be conducted on the Property. Only pleasure and leisure Vessels in seaworthy condition and under their own power, may be moored in the boat slip head – in only. All operators of Vessels shall observe all posted speed limits and other rules and all "rules of the road" when in waters near the Property. Vessels shall at all times comply, and be operated in compliance, with all applicable Association, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of watercraft.

Lot Owners are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their Vessels at all times. All mooring lines, if any, shall be kept on the Vessel when not in use. Any special mooring rules or procedures issued by the Association shall be complied with at all times. If an Owner does not properly moor his/her Vessel and the Association must secure it, the Association can charge such Owner for all costs associated with securing such Vessel.



No Vessel shall be moored in any boat slip in such manner that any portion of the Vessel (including, but not limited to, any appurtenances thereto) protrudes more than five (5) feet beyond the perimeter of the boat slip within which such Vessel is moored.

Owners may install boat lifts in their assigned boat slips, subject to the prior approval of the ARB and any federal, state, or county requirements.

During hurricanes and other high velocity wind threats, Owners shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency or the County. If any Vessel sinks as a result of a storm, or for any other reason, the Owner must remove the sunken Vessel from the area immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, the Association may (but shall not be obligated to) remove same and impose a special assessment against such Owner for the cost of said removal. Each Owner having a dock shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Association's rights under this Section including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Vessel of an invitee of an Owner having a dock. If an Owner having a dock plans to be absent during the hurricane season, such Owner must: (i) prepare his boat slip and secure or remove, as appropriate, his/her Vessel prior to his/her departure in accordance with the standards established by the U.S. Coast Guard, or any other governmental or quasi-governmental entity having jurisdiction, and/or the Association (or in the absence thereof, with all due care); and, if his/her Vessel is not removed, such Owner must: (ii) designate a responsible firm or individual to care for his/her Vessel or remove his/her Vessel should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his/her Vessel, and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. Such Owner shall be liable for any and all damages caused to the dock, Vessel(s) or other property of other Owners or guests of such Owner for such Owner's (or his/her guests) improper preparation or failure of removal, as the case may be, of his/her Vessel, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the applicable rules and regulations, if any, if the Owner or guests of the Owner fails to abide by the provisions hereof. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Owner or other person or entity for any damage to persons or property caused by an Owner's failure to comply with such requirements.

The following matters are prohibited for all boat slips and boat docks:

- A. Leasing.
- B. Liveaboards.
- C. Installation or operation of a sewage pump.
- D. Use of the boat slips and docks for commercial purposes.
- E. Maintenance of a boat slip or boat dock in an unclean, unsightly or unsanitary manner.

Section 18. SIGNAGE. No signs are permitted without the approval of the ARB. The Association has the right to adopt rules and regulations regarding signage, including the right to prohibit signage in all or a part of the Community.

Section 19. SHORELINE STABILIZATION. Shoreline stabilization shall be accomplished exclusively via natural vegetation material, the articulated mat method, or a bulkhead (with specific exception to Lots 16, 53, 54, and 96 – found below) as found on file with the ARB. Bulkhead materials include the use of timber, vinyl, or concrete. Natural vegetation is required to be planted waterward of any

bulkhead, as permitted by any government agencies and as depicted on file with the ARB. Shoreline stabilization is only allowable on the canal and Intracoastal Waterway front lots; no shoreline stabilization is allowed along Bulow Creek. Lots 16, 53, 54, and 96 will be allowed to utilize additional shoreline stabilization through placement of large coquina riprap waterward of the existing shoreline. Permits through the applicable regulatory agencies will be required to be completed prior to any shoreline stabilization by each lot owner.

## ARTICLE X DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less (such amount is based on the value of the dollar in 2012 and shall be increased each year thereafter based upon increases in the Consumer Price Index of all Urban Consumers, South Region, All Items, 1982-1984 = 100), then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00) (such amount is based on the value of the dollar in 2012 and shall be increased each year thereafter based upon increases in the Consumer Price Index of all Urban Consumers, South Region, All Items, 1982-1984 = 100), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his/her family, lessees, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which

shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

## ARTICLE XI INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property and Lots in developments similar to Bulow Shores in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon and use of the balance of the Property, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by one or more persons for any one occurrence; not less than Two Million Dollars (\$2,000,000.00) in total per year; and for not less than Twenty-Five Thousand Dollars (\$25,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property, the balance of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance

available under such program, or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Homes as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

## ARTICLE XII ARCHITECTURE AND LANDSCAPING

Section 1. GENERAL. Bulow Shores is being developed with the intent that Homes harmonize with each other and present a consistent style. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Bulow Shores, Declarant hereby declares that the style and form of Bulow Shores shall be in conformance with the Architectural Guidelines ("Architectural Guidelines"), which are incorporated into this Declaration by reference and which may be amended from time to time by the Board of Directors, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards. Unit Owners are responsible for landscaping and irrigation of their own Lots. The Association is responsible for landscaping and irrigation of the Association Property.

Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements of any kind or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines. Barns, stables and other equestrian related improvements are permitted only on the Equestrian Lots, subject to the prior written consent of the ARB.

Without limiting the generality hereof, an Owner shall not install any boat slips nor make any improvements or renovations to an existing boat slip or boat dock (whether at a boat slip or a dock at an individual Lot or part of the boat dock referenced in Article II, Section 1) nor install any fencing nor plant any shrubs, trees and/or landscaping on his or her Lot without the prior written consent of the ARB, provided however, fencing shall be required for an Equestrian Lot that has at least one (1) horse. Such fencing shall be subject to the prior written consent of the ARB.

Any Owner may remodel, paint, or redecorate the interior of the Home on his or her Lot without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to approval under this Article.

Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

This Article does not apply to Declarant's or its Affiliates' activities, nor to the Association's activities during the Declarant Control Period.

## Section 2. ARCHITECTURAL REVIEW.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article shall continue during the time that the Declarant is entitled to appoint a majority of the Board of Directors. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the ARB. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARB, shall assume jurisdiction over architectural matters. When appointed, the ARB shall consist of at least three (3), but not more than five (5), persons. Members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARB members shall serve and may be removed and replaced in the Board's discretion. The Board may include the compensation of such Persons in the Association's annual operating budget.

Unless and until such time as Declarant delegates any of its reserved rights to the ARB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. The ARB may appoint one or more persons as a "Reviewer" to act on its behalf with regard to some or all of the matters delegated to the ARB as set forth in this Declaration, including, but not limited to, the Architectural Guidelines.

## Section 3. GUIDELINES AND PROCEDURES.

(a) Architectural Guidelines. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval. The Bulow Shores Architectural Design and Development Guidelines are expressly incorporated by reference herein.

Declarant shall have sole and full authority to amend the Architectural Guidelines, from time to time, during the Declarant Control Period. Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARB, unless Declarant also delegates the power to amend to the ARB. Upon termination or delegation of Declarant's right to amend, the Board may amend the Architectural Guidelines, subject to Declarant's veto right under above (if still applicable).

Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures, improvements, and other things previously approved once the approved construction or modification has begun. However, any new work or improvements on such structures must comply with the Architectural Guidelines as amended. Subject to the compliance with the Plat and other applicable law, there is no limit to the scope of amendments to the Architectural Guidelines,

and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive. Notwithstanding the foregoing, after the Turnover Date, there shall be no amendment to the Architectural Guidelines respecting the equestrian use of the Equestrian Lots without the unanimous consent of the Equestrian Lot Owners.

The Reviewer shall make the Architectural Guidelines available to Owners who seek to engage in construction within the Community. In Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

Notwithstanding anything contained herein to the contrary, there shall be no landscaping or improvement in excess of three (3') feet in height on either the portion of Lot 16 that abuts Lot 17 on the north side or the portion of Lot 18 that is to the north of the roadway identified as Marsh Point on the Site Plan. The provisions of this subparagraph cannot be altered by the ARB.

Section 4. NO WAIVER OF FUTURE APPROVALS. Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the Reviewer's right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 5. VARIANCES. The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent during the Declarant Control Period and, thereafter, requires the Board's written consent. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the improvements for which the variance was granted.

Section 6. LIMITATION OF LIABILITY. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every Home is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, Declarant's Affiliates, any predecessor Declarant, the Association, its officers, the Board, the ARB, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable to anyone whatsoever for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work related to approved work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any owner or their contractor or their subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Lot or in any other way connected with the performance of the duties hereunder unless due to the willful misconduct or bad faith. In all matters, the Association shall defend and indemnify and hold harmless Declarant, Declarant's Affiliates, any predecessor Declarant, the Board, the ARB, the members of each, and the Association officers as provided in the Articles.

By submitting a request for review and approval, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Declarant, Declarant's Affiliates, any predecessor Declarant, the Association, its officers, the Board, the ARB, the Association's management agent, any committee, or any member of any of the foregoing, from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Costs) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the ARB of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

Section 7.      ENFORCEMENT. Any construction, alteration, improvement or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action as provided in this Declaration. Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

Section 8.      CONFLICT OR INCONSISTENCY. In the event of any conflict or inconsistency between the terms and provisions of this Article XII or any other provision of this Declaration on the one hand and the Architectural Guidelines on the other hand, the terms and provisions of this Declaration shall prevail.

### ARTICLE XIII GENERAL PROVISIONS

Section 1.      CONFLICT WITH OTHER BULOW SHORES DOCUMENTS. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

Section 2.      NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Lot owned by such Owner; (ii) the Association, certified mail, return receipt requested, at its designated address on file with the Secretary of State of the State of Florida, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 183 Water Street, Williamstown, Massachusetts 01267, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3.      ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. In addition, the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

Section 4.      INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential

community and for the maintenance of the Association Property and the balance of the Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within or outside Bulow Shores, including, but not limited to, the right to maintain a construction and/or sales office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Lots, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such sales and/or construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Bulow Shores Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6, which are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Bulow Shores Documents, shall terminate upon Declarant no longer owning any portion of the Property (and having any equitable or legal interest therein) or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property and the Buildings on the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is indicated. If Declarant conducts any such tests or inspections, it



shall pay all costs thereof, restore the affected portion of the Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and Owner(s) of any affected Lot(s) from any damages resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Bulow Shores; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning a majority of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning a majority of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Notwithstanding the foregoing, after the Turnover Date, no amendment to the Declaration respecting the equestrian use of the Equestrian Lots can be made without the unanimous consent of the Equestrian Lot Owners.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Bulow Shores Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public

Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments which may be required by an Institutional Mortgagee for the purpose of satisfying its development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

7. Any amendment to these covenants and restrictions that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the SJRWMD. Any proposed amendment to this Declaration, Articles of Incorporation or By-Laws affecting the Stormwater Management System must be submitted to the SJRWMD for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, the SJRWMD will so advise the permittee. The amendment affecting the Stormwater Management System may not be finalized until any necessary permit modification is approved by the SJRWMD or the Association is advised that a modification is not necessary.

8. Notwithstanding the foregoing, after the Turnover Date, the Architectural Guidelines, but not the procedures related thereto, may be amended by the Board of Directors alone without the consent of any Unit Owners or mortgagees; provided, further, this Section does not supersede the provisions of Section 8, paragraph 2 above regarding the requirement for unanimous consent to an amendment respecting the equestrian use of the Equestrian Lots.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50) year term or the ten (10) year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Bulow Shores Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Lot upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his/her obligations under the Bulow Shores Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of two-thirds (2/3) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Bulow Shores Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Bulow Shores Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property, any Improvements on the Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of two-thirds (2/3) of the Owners); or

(e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Lots and the Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Lot, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 15. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 16. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 17. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Lot, by reason of his/her occupancy, is hereby declared to have acknowledged and agreed to his/her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Bulow Shores by Declarant (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Lot hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his/her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such Owner's Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Bulow Shores, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 17 may not be amended without Declarant's prior written consent.

Section 18.     **SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD AND DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD AND DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

JOINDER AND CONSENT

SHP CAPITAL II, LLC, a Maine limited liability company, the holder of that certain First Mortgage and Security Agreement recorded on December 11, 2014, in Official Records Book 2038, at Page 1426, of the Public Records of Flagler County, Florida, as the same may be amended from time to time, hereby joins in and consents to the Declaration of Covenants, Restrictions and Easements referenced herein.

SHP CAPITAL II, LLC., a Maine limited liability company

BY: \_\_\_\_\_

Name: MICHAEL BURNHAM

Title: Manager

EXHIBIT A

Legal Description of Property

**EXHIBIT A****PROPERTY DESCRIPTION**

A portion of Sections 19, and 37, Township 12 South, Range 32 East, a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 lying Easterly of the Westerly mean high water line of Bulow Creek, all in Flagler County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Bulow Grant Lot 6, said point also being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East; thence North 24° 48' 05" West, 1306.04 feet to the Southwest corner of aforesaid Section 19; thence continuing along West line of said Section 19, North 03° 58' 05" East, 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4 for the Point of Beginning; thence run South 88° 05' 38" West, along the said South line of Bulow Grant Lot 4, 4,518 feet, more or less, to the Westerly mean high water line of Bulow Creek; thence Northwesterly and meandering along the said Westerly mean high water line of Bulow Creek to an intersection with the North line of said Bulow Grant Lot 4; thence North 67° 59' 19" East, along said North line of Bulow Grant Lot 4, 4,696 feet, more or less, to the East line of the said Bulow Grant and to the Northeast corner of said Bulow Grant Lot 4; thence South 35° 51' 25" East, along the said East line of the Bulow Grant Lot 4, 316.17 feet to an intersection with the Westerly line of the Florida East Coast Canal Intracoastal Waterway (Haulover Creek), a 500 foot right-of-way as recorded in Deed Book 19, Page 50, public records of Flagler County, Florida; thence South 49° 29' 14" East, Easterly along said West line of the Florida East Coast Canal, 1491.61 feet; thence South 35° 46' 14" East, along the said Westerly right-of-way line of the Florida East Coast Canal, 571.75 feet to the aforesaid Southerly line of Bulow Grant Lot 4; thence South 88° 31' 49" West, a distance of 905.32 feet; thence South 03° 56' 05" West, a distance of 351.20 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof lying within John Anderson Highway.

Further LESS AND EXCEPT a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 being more particularly described as follows:

From a point of reference commence at the Northeast corner of Bulow Grant Lot 6, said point being the Southwest corner of government Lot 3 of Section 30 Township 12 South, Range 32 East, thence North 24° 52' 38" West, a distance of 1306.04 feet to the Southwest corner of Section 19, Township 12 South, Range 32 East, thence continuing along the West line of said Section 19, North 03° 51' 32" East, a distance of 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4; thence South 68° 01' 05" West, along the said South line of Bulow Grant Lot 4, a distance of 2315.88 feet to the Easterly right of way of John Anderson Highway (a 100 foot right of way); thence North 16° 40' 17" West, along the said Easterly right of way of John Anderson Highway a distance of 711.44 feet to the Point of Beginning; thence North 67° 45' 46" East, leaving said Easterly right of way of John Anderson a distance of 374.87 feet; thence North 08° 48' 18" West, a distance of 51.41 feet; thence South 67° 45' 46" West, a distance of 93.23 feet; thence North 20° 50' 40" West, a distance of 225.98 feet; thence South 68° 38' 22" West, a distance of 271.81 feet to the aforesaid Easterly right of way of John Anderson Highway; thence South 16° 40' 17" East, along said Easterly right of way of John Anderson Highway a distance of 281.40 feet to the Point of Beginning.



EXHIBIT B

Certified Copy of Amended and Restated Articles of Incorporation of  
Bulow Shores Homeowners Association, Inc.

# State of Florida




Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 19, 2019, for SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC which changed its name to BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N16000006953.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-first day of February, 2019

  
Laurel M. Lee  
Secretary of State

Instrument Prepared by:  
 Erum S. Kistemaker, Esq.  
 Chiumento Dwyer Hertel Grant & Kistemaker  
 120 East Granada Blvd.  
 Ormond Beach, FL 32176

**CERTIFICATE TO AMEND AND RESTATE  
 THE ARTICLES OF INCORPORATION OF SEASIDE LANDINGS HOMEOWNERS  
 ASSOCIATION, INC.**

The undersigned Directors of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. (the "Association"), the Florida Not-for-Profit Corporation in charge of the residential community known as SEASIDE LANDINGS, according to the Declaration of Covenants, Restrictions and Easements thereof as recorded in Official Records Book 2158, Page 659, of the Public Records of Flagler County, Florida (the "Declaration") and the ARTICLES OF INCORPORATION OF SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 2158, Pages 697-710 (the "Articles"), hereby certify that the following amendment to the Articles was proposed and approved by unanimous vote at a duly noticed and conducted meeting of the Association on February 7, 2019. The undersigned further certify that the Articles amendment was proposed and approved pursuant to Article XIII, Sections B and G of the Articles, Sections 4.6 and 4.7 of the Bylaws of Seaside Landings Homeowners Association, Inc., as recorded in Official Records Book 2158, Pages 712-721, of the Public Records of Flagler County, Florida, Florida Statutes 720.303(2)(c)(1), and all applicable law. The Association further certifies that the Articles as amended were duly filed with the Secretary of State of the State of Florida and that the amendment attached hereto is a Certified Copy of the Articles of Amendment and Articles of Incorporation provided to the Association by the Secretary of State of the State of Florida.

**The Articles are hereby amended TO CHANGE THE NAME OF THE RESIDENTIAL COMMUNITY TO "BULOW SHORES" AND TO CHANGE THE NAME OF THE HOMEOWNERS' ASSOCIATION TO "BULOW SHORES HOMEOWNERS ASSOCIATION, INC." as follows:**

**SUBSTANTIAL REWORDING, SEE CURRENT TEXT**

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

19 FEB 19 PM 5:56  
 141 LANDINGS, FLORIDA

IN WITNESS WHEREOF, SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. has caused this certificate to be executed in its name on the respective dates set forth below.

**ASSOCIATION:**

SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

[Signature]

Print Name Denise M. Sinker

By: [Signature]

Name: John Patten

Title: President

[Signature]

Print Name Kelly J Stewart

Attest: [Signature]

Name: Jon Riley

Title: Vice-President

STATE OF FLORIDA )

) SS

COUNTY OF Collier

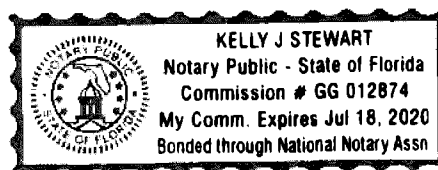
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John Patten and Jon Riley, the President and Vice-President, respectively, of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. John Patten is personally known to me or has produced \_\_\_\_\_ as identification. Jon Riley is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of February, 2019.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires: 7/18/20

[Signature]  
Typed, Printed or Stamped Name of Notary Public



**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BULOW SHORES HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

WHEREAS, the original Articles of Incorporation of Seaside Landings Homeowners Association, Inc., were filed with the Florida Department of State on July 15, 2016, and

WHEREAS, these amended and restated Articles of Incorporation contain amendments to all of the articles, and

WHEREAS, the Board of Directors approved the amendments and these amended and restated Articles of Incorporation by unanimous vote at a duly noticed and convened board meeting held on February 7, 2019, and

WHEREAS, the members of the association were not entitled to vote on the amendments.

NOW THEREFORE, the following are adopted as the amended and restated Articles of Incorporation of Seaside Landings Homeowners Association, Inc.

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles, certifies as follows:

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings (or if not defined below, as defined in the Declaration):

“Articles” means these Articles of Incorporation and any amendments hereto.

“Architectural Guidelines” means those design guidelines, rules and procedures established by the Declarant pursuant to the Declaration.

“Assessments” means the assessments for which all “Owners” (as hereinafter defined) are obligated to the “Association” (as hereinafter defined) and includes “Individual Lot Assessments” and “Special Assessments” (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the “Bulow Shores Documents” (as hereinafter defined).

“Association” means Bulow Shores Homeowners Association, Inc., a Florida

corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes and is intended to be governed under Chapter 720, as amended from time to time.

"Association Property" shall have the meaning as set forth in the Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association and any amendments thereto.

"Community" or "Bulow Shores" means the real property encumbered by the Declaration.

"County" means Flagler County, Florida.

"Declarant" means Seaside Landings, LLC, a Delaware limited liability company, and any successor or assign thereof to which Declarant specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

"Declaration" means the Declaration of Covenants, Restrictions and Easements for Bulow Shores, which is to be recorded amongst the Public Records of the County, and any amendments thereto.

"Director" means a member of the Board.

"Member" means a member of the Association.

"Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and in any other Bulow Shores Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Bulow Shores Documents.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Bulow Shores, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

“Bulow Shores Documents” means in the aggregate the Declaration, the Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any amendment(s) thereto.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

## ARTICLE II NAME

The name of this corporation shall be BULOW SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal and mailing address is c/o May Management Services, Inc., 1 Hammock Beach Parkway, #102, Palm Coast, Florida 32137.

## ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Community and the Association Property in accordance with the terms of, and purposes set forth in, the Bulow Shores Documents and to carry out the covenants and enforce the provisions of the Bulow Shores Documents.

## ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Bulow Shores Documents. All of the provisions of the Declaration and Bylaws, which grant powers to the Association, are incorporated into these Articles.

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

1. To perform any act required or contemplated by it under the Bulow Shores Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Community, including the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. Without limitation, the Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the stormwater management system. The Assessments shall be used for the maintenance and repair of the stormwater management system and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures and drainage easements.

4. To own, maintain, repair, replace, operate and convey the Association Property in accordance with the Bulow Shores Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Bulow Shores Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Bulow Shores in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Bulow Shores.

9. To operate, maintain and manage the stormwater management system in a manner consistent with the requirements of SJRWMD Permit No. IND-035-87306-3 and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;



(b) the collection of other charges that Owners are obligated to pay pursuant to the Bulow Shores Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Bulow Shores Documents;

(d) the enforcement of Association rules;

(e) the enforcement of the Architectural Guidelines;

(f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

11. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and the Bulow Shores Documents and as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

## ARTICLE V MEMBERS AND VOTING

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

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title

to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the Lots by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records; or

(ii) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the Community as described in the Bulow Shores Documents;

(iii) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(iv) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment;

(v) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(vi) at such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Members other than Developer are entitled to elect at least one (1) member of the Board when fifty (50%) percent of the Lots of Bulow Shores which will ultimately be operated by the Association have been conveyed to Members.

Declarant is entitled to elect at least one (1) member of the Board as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots of Bulow Shores. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Declarant to sell Lots, including, but not limited to, having a sales office, using the services of any broker or advertising Lots for sale.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Bulow Shores Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast a majority of the total number of votes of the Members.

## ARTICLE VI TERM

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, but in the case of the surface water management system, to an appropriate agency of local government (in the event such agency of local government does not accept such conveyance of the surface water management system then, in such case, the surface water management system shall be conveyed to a similar non-profit corporation), or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event of the Association's termination, dissolution or final liquidation, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

## ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Leonard Lubart, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

## ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President(s), Secretary and Treasurer, and, if any, by the Assistant

Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

#### ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	JOHN PATTEN
Vice-President:	JON RILEY
Secretary/Treasurer:	DENISE JINKENS

#### ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of not less than three (3) nor more than seven (7), as the Board shall from time to time determine the number of Directors to comprise the Board from time to time. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
JOHN PATTEN	1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102
JON RILEY	1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102

DENISE JINKENS

1100 5<sup>th</sup> Avenue South, Suite 404  
Naples, Florida 34102

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members (including Declarant) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Board shall continue to be so designated and elected, at each subsequent "Annual Members' Meeting" (as such term is defined in the Bylaws).

E. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

F. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members other than Declarant are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

G. The term of a Director's service shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he/she resigns or is removed in the manner else provided.

H. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or the Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

## ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1 Hammock Beach Parkway, #102, Palm Coast, Florida 32137, and the initial registered agent of the Association at that address shall be May Management Services, Inc.

The Registered Agent shall maintain copies of all St. Johns Water Management District permits and permit actions for the benefit of the Association.



The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

REGISTERED AGENT:

MAY MANAGEMENT SERVICES, INC.

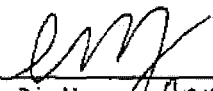
BY:   
Print Name: Annie Marks  
Dated: 9/13, 2016

EXHIBIT C

Amended Bylaws of Bulow Shores Homeowners Association, Inc.

Instrument Prepared by:  
Erum S. Kistemaker, Esq.  
Chiumento Dwyer Hertel Grant & Kistemaker  
120 East Granada Blvd.  
Ormond Beach, FL 32176

**CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC.**

The undersigned Directors of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. (the "Association"), the Florida Not-for-Profit Corporation in charge of the residential community known as SEASIDE LANDINGS, according to the Declaration of Covenants, Restrictions and Easements thereof as recorded in Official Records Book 2158, Page 659, of the Public Records of Flagler County, Florida (the "Declaration") and the BYLAWS OF SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 2158, Pages 712-721, of the Public Records of Flagler County, Florida (the "Bylaws"), hereby certify that the following amendment to the Bylaws was proposed and approved by unanimous vote at a duly noticed and conducted meeting of the Association on February 7, 2019. The undersigned further certify that the Bylaws amendment was proposed and approved pursuant to Section 13.3 of the Bylaws, Article X of the Articles of Incorporation of Seaside Landings Homeowners Association, Inc., as recorded in Official Records Book 2158, Pages 697-710, and all applicable law.

**The Bylaws are hereby amended TO CHANGE THE NAME OF THE RESIDENTIAL COMMUNITY TO "BULOW SHORES" AND TO CHANGE THE NAME OF THE HOMEOWNERS' ASSOCIATION TO "BULOW SHORES HOMEOWNERS' ASSOCIATION, INC." as follows:**

**SUBSTANTIAL REWORDING, SEE CURRENT TEXT**

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC. has caused this certificate to be executed in its name on the respective dates set forth below.

**ASSOCIATION:**

SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

**WITNESSES AS TO ASSOCIATION:**

Print Name

Denise M. Sinkers

Print Name

Kelly J Stewart

By:

Name: John Patten

Title: President

Attest:

Name: Jon Riley

Title: Vice-President

STATE OF FLORIDA )

COUNTY OF Collier ) SS

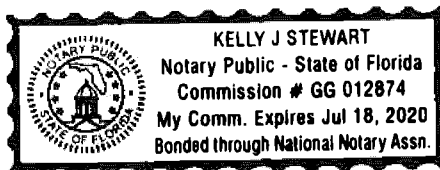
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John Patten and Jon Riley, the President and Vice-President, respectively, of SEASIDE LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. John Patten is personally known to me or has produced \_\_\_\_\_ as identification. Jon Riley is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of February, 2019.

Kelly J Stewart  
Notary Public, State of Florida at Large

My Commission Expires: 7/18/20

Kelly J Stewart  
Typed, Printed or Stamped Name of Notary Public



**FIRST AMENDMENT TO  
BYLAWS  
OF  
BULOW SHORES HOMEOWNERS ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of Bulow Shores Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o May Management Services, Inc., 1 Hammock Beach Parkway, #102, Palm Coast, Florida 32137, and thereafter may be located at any place designated by the Board.

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

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Bulow Shores ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County of Flagler (the "County") as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or

Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his/her last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Bulow Shores Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty (30%) percent of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Bulow Shores Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may not vote for Directors by Proxy, but may vote by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the

circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection, at the office of the Association, by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the Meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his/her

successor is duly elected and qualified or until he/she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Section 720.303(2) of the Florida Statutes.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by overnight mail, facsimile or email at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 720.303(2) of the Florida Statutes.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Once a quorum is present matters approved by a majority of the Directors present at such a meeting shall constitute the official acts of the Board, until the meeting is adjourned whether or not a quorum is maintained until the adjournment of the meeting, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be 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 meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.



4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection, at the offices of the Association, by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he/she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever Assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with Section 720.303(2) of the Florida Statutes.

## Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Bulow Shores Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

## Section 6. Late Fees

A Member who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at 18% per annum. Lot Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

## Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He/She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he/she may, in his/her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection, at the offices of the Association, by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he/she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Bulow Shores.

## Section 8. Resignations

Any Director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

## Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and shall maintain accounting records in accordance with the HOA Act. The records of the Association, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Bulow Shores which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Lot Assessment applicable to his/her Lot(s). The

copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at his/her last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his/her last known address shown on the records of the Association.

## Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Bulow Shores; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Bulow Shores Documents. Copies of any rules and regulations promulgated, amended or

rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed, in the English language, and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Bulow Shores Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his/her ownership. The Association shall maintain such information. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

#### Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles,

which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Lot; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular paragraph, paragraphs, section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

#### Section 14. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

#### Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

#### Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Bulow Shores Homeowners Association, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.

EXHIBIT D

Site Plan

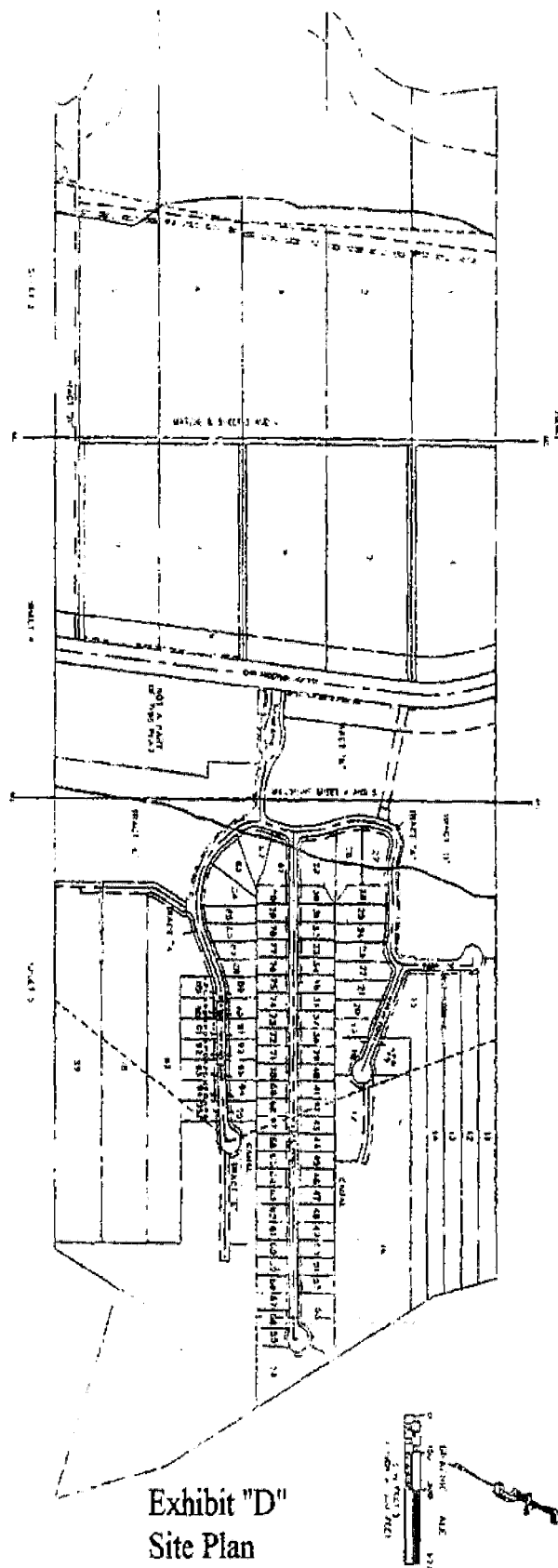


Exhibit "D"  
Site Plan



EXHIBIT "E"

BOAT DOCK SLIPS

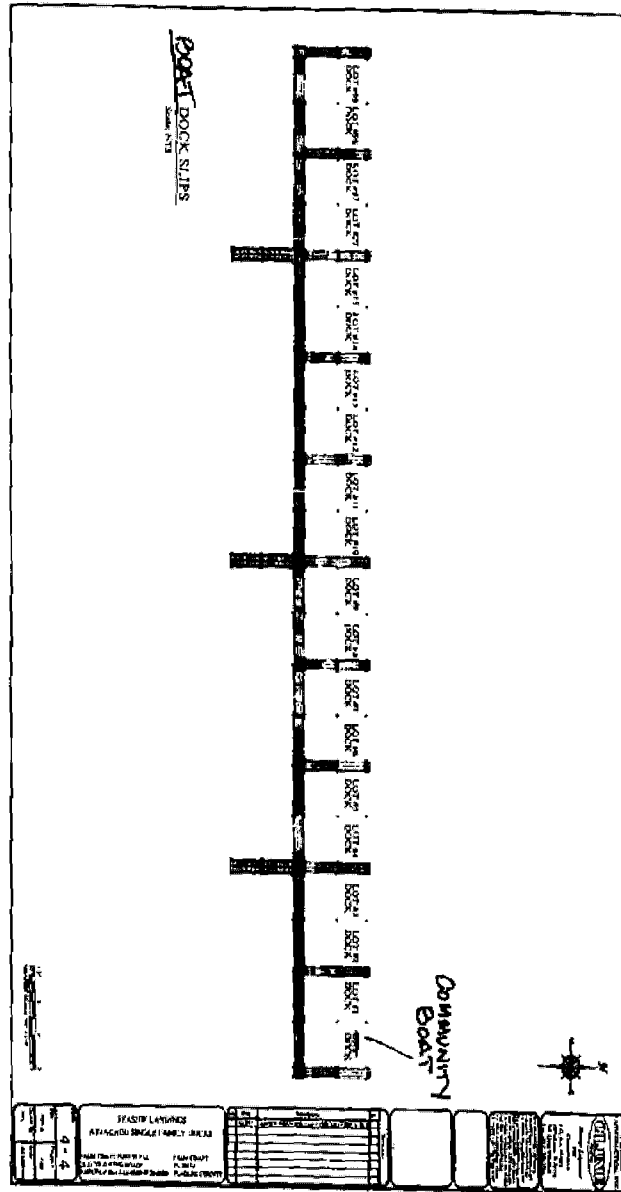


EXHIBIT "E"