

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

**RETURN TO:**  
BAHAMIAN CLUB OWNERS  
ASSOCIATION, INC.  
4150 S. Atlantic Avenue  
New Smyrna Beach, Florida 32169

REVIVED AND RESTATED  
DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
REGARDING THE BAHAMIAN CLUB

THIS REVIVED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE BAHAMIAN CLUB is made on the date hereinafter set forth by the BAHAMIAN CLUB OWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "Association."

W I T N E S S E T H

WHEREAS, DONNIE J. RUCKS, TRUSTEE for developer, did previously record a Declaration of Covenants, Conditions and Restrictions for BAHAMIAN CLUB, which Declaration was recorded in Official Records Book 2119, Page 0299, Public Records, Volusia County, Florida (hereafter called Declaration); and

WHEREAS, ALEXANDRA LENZEN, PRESIDENT of the Association, did previously record an Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Bahamian Club, which Amended and Restated Declaration was recorded in Official Records Book 3979, Page 1123, Public Records, Volusia County, Florida; and

WHEREAS, The Association has previously amended the Declaration of Covenants, Conditions and Restrictions for BAHAMIAN CLUB, which First Amendment was recorded in Official Records Book 4159, Page 719, Public Records, Volusia County, Florida, and which Second Amendment was recorded in Official Records Book 4355, Page 3086, Public Records, Volusia County, Florida; and

WHEREAS, said Declaration affects certain real property described as BAHAMIAN CLUB, according to the Plat thereof as recorded in Map Book 36, Page 73 and 74, Map Book 36, Page 145, and Map Book 36, Page 146, Public Records of Volusia County, Florida (hereafter called the Properties); and

WHEREAS, The Declaration of Covenants, Conditions and Restrictions has been extinguished by operation of Chapter 712, Florida Statutes; and

WHEREAS, The Association desires to preserve the existing residential community and revive said Declaration and Amendments; and

WHEREAS, the Association represents the owners of all Units of the Bahamian Club and is thus authorized to subject the Properties to this Revived and Restated Declaration of Covenants, Conditions and Restrictions for the Bahamian Club; and

WHEREAS, the Association desires to subject the Properties only to this Revived and Restated Declaration of Covenants, Conditions and Restriction, all as set forth below.

NOW THEREFORE, upon recordation of this Revived and Restated Declaration, and in order to maintain the Properties as a first class and quality residential community, to preserve the values and amenities in such community and to maintain certain common areas therein, the Association, for itself, its grantees, successors and assigns hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are hereby established and imposed upon all of the Properties for the purpose of protecting the value and desirability of, and which shall run with the properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

Section 1. "Association" means THE BAHAMIAN CLUB OWNERS ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any unit which is part of the properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated by reference, and further described in that certain Plat recorded in Map Book 36, Pages 73 – 74, that certain Plat recorded in Map Book 36, Page 145, and that certain Plat recorded in Map Book 36, Page 146, all of the Public Records of Volusia County, Florida, all of which are attached hereto as composite Exhibit "B" and incorporated herein by reference, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" means all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Unit is described in Exhibit "A" attached hereto and incorporated by reference.

Section 5. "Unit" means any plot of land shown upon any recorded plat of the Properties intended to contain a single family residence, together with all improvements thereon, with the exception of the Common Area.

Section 6. Parcel Identification for Covenant Revitalization. In accordance with the requirements of §720.405, Fla. Stat., for purposes of the revival and revitalization of this Declaration, attached hereto as Exhibit "C" is a list of each parcel that is to be subject to the governing documents, including a legal description and the name of the parcel owner or the person in whose name the parcel was assessed on the last completed tax assessment roll of the county prior to the time when the proposed revived Declaration was submitted for approval by the parcel owners.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by the Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the common Areas and facilities thereupon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually resides in such Owner's Unit.

Section 3. Owners' other Easements. Each owner shall have an easement for pedestrian and vehicular ingress and egress over, upon and across the Common Areas for access to his Unit and shall have the right to lateral and subjacent support of this Unit. Such easements of ingress and egress shall be nonexclusive as to all streets and roads situated on the properties but shall be exclusive as to any driveway, or portion thereof, providing access to a particular Unit and situated on the Common Area.

Section 4. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any Unit in such a manner as to be visible from the exterior of such Unit.

Section 5. Use of Units. Each Unit shall be used for single-family residential purposes only. If a legal trade, business or work activity has no negative impact outside the individual Unit, then the Bahamian Club has no basis for limiting such activity. Examples of negative impacts include, but are not limited to, a substantial increase in public traffic by car or foot related expressly to the trade, business or work activity; manufacturing of any kind; employee traffic related expressly to the trade, business or work activity; and any use of a common element related expressly to the trade, business or work activity. Lease or rental of a Unit for single-family residential purposes shall not be construed as a violation of this covenant.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

Section 6. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 7. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each owner shall indemnify and hold the Association and other owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 8. Signs Prohibited. No sign of any kind (unless required by law) shall be displayed to the public view on any Unit or the Common Area without the prior written consent of the Association.

Section 9. Parking. No Owner shall park, store, keep, repair or restore any vehicle, boat or trailer anywhere upon the properties except that one passenger automobile, motorcycle or truck of 1/2 ton capacity or less may be parked on the driveway area appurtenant to each Unit. Use of all guest parking areas on the common area, if any, shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Area, except that dogs, cats, and other customary household pets may be kept in Units subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Properties. All owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

Section 11. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Unit or Common Area except inside the improvements on each Unit or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 12. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restricted by from time to time adopting rules and regulations consistent with this Declaration.

Section 13. Easements of Encroachments. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, or both, for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered therein (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment is caused by willful misconduct on the part of an Owner, Tenant, or the Association.

Section 14. City Access and Utility Easements. The Association grants to the City of New Smyrna Beach, Florida, and to the New Smyrna Beach Utilities Commission easements for utilities for, but not limited to, electricity, water and sewer, in and upon the property being developed, as more particularly described in the plat thereof as attached hereto as Exhibit "A," together with the right of access in and upon the said designated streets and easements as platted for trash collection, fire and police protection and such other uses as may be necessary, and to repair and maintain said premises where necessary and applicable.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit which is subject to assessment shall be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. Members of the Association shall be all Owners who shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Unit. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV  
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair. The Association's duties shall extend to, and include, all streets upon, over, and through the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, exterior building surfaces and walks installed by Developer, and replacements thereof, except as hereafter expressly limited. The Association's duty of exterior maintenance shall extend to, and include, mowing of any lawn area on any Unit and maintenance of any landscaping upon any Unit installed by the Association. The Association's duty of exterior maintenance shall not extend to, nor include, any of the following:

- (a) Maintenance, repair, or replacement of glass surfaces or screening;
- (b) replacement of exterior doors;
- (c) maintenance or replacement of any trees, shrubs, or landscaped areas installed or created by any Owner in addition to, or in replacement of, the landscaped areas installed by the Association;
- (d) maintenance, repair, or replacement of any exterior lighting fixtures, or other similar attachments;
- (e) maintenance or replacement of any screened porch.
- (f) maintenance and repair of HVAC units, "doghouses" or the electric service cable providing power to the HVAC unit.

Maintenance, repair, or replacement, as the case may be, of any of the foregoing excluded items shall be the responsibility of each Owner. Should any Owner neglect or fail to maintain, repair, or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a majority vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such Owner's expense. If the need for any maintenance, repair, or replacement as the case may be, pursuant to this section is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be charged to the Owner and collected by means as determined by the Board of Directors. The Association additionally shall be subrogated to the rights of such Owner with respect to damage caused by any invitee, tenant, or member of such Tenant's family or household. Notwithstanding the foregoing, if the Association shall undertake any work pursuant to this Paragraph, neither shall the Association be deemed the guarantor of the work nor shall the Association be liable to any Owner and/or Tenant for any incidental or consequential damages from the work or failure to do such work.

Section 3. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Unit to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon by owner. Such right of entry

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335  
(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Units, when such services are not available from the City of New Smyrna Beach, Florida, or the New Smyrna Beach Utilities Commission. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any service benefiting such Owner's Unit at the cost and expense of such Owner, provided, however, that any Owner who leases his or her Unit shall thereby be deemed to have entered into a contract with the Association to pay the Association ten percent (10%) of all rental monies received from leasing such Unit, regardless of whether or not the Association also serves as the rental agent for such Owner. All sums due the Association pursuant to such contract shall be considered a fee against such Owner's Unit. If the fee is not paid within thirty (30) days after the commencement of the rental lease, the fee shall bear interest from the due date at the highest rate allowable at law. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 7. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. All capital improvements to the Common Area in excess of \$5,000.00, except for replacement or repair of those items already installed and except for property related to the maintenance of the Common Area, shall require the approval of a majority of the Owners. This amount shall be adjusted annually based on the Consumer Price Index.

**ARTICLE V**  
**COVENANT FOR ASSESSMENTS**

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Association, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular Unit which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area, and of the exteriors of the buildings situated upon the Properties (as hereinabove provided); for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the recreation, health, safety, and welfare of the residents in the Properties.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

Section 3. Assessments. Assessments against the Unit owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month (of each quarter at the election of the Board) of the year for which the assessments are made. If a budget is adopted by the Board of Directors which requires assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the adoption of said budget shall require a vote of Owners of not less than fifty percent (50%) of all the Units.

Section 4. Assessments for Emergencies. Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be due only after ten (10) days' notice is given to the owners of Units concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such assessments.

Section 5. Uniform Rate of Assessment. Both special assessments for emergencies and annual assessments, shall be fixed at a uniform rate for all Units and may be collected on a monthly basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular Unit which are established pursuant to the terms of this Declaration.

Section 6. Lien for Assessments and Fees. All sums assessed or assigned to any Unit pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a lien on such Unit in favor of the Association. Such lien shall relate back to the original recording date of this Declaration and shall be subject and inferior to the lien for all sums secured by a first mortgage encumbering such Unit, provided that such first mortgage is recorded prior to the date of recordation of the Association's lien. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any Unit after the recordation of this Declaration in the Official Records of Volusia County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Official Records of Volusia County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Unit within the Properties.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment for monthly operating expenses (not special or emergency assessments) not paid by the tenth (10th) of the month for which it is due shall bear a late charge as set by the Board of Directors for each and every month delinquency. Any other special or emergency assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable at law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, so long as such first mortgage is recorded prior to the date of recordation of the Association's lien. Sale or transfer of any Unit shall not affect the assessment lien. No sale or transfer (including by foreclosure proceedings or a deed in lieu of such proceedings) shall relieve such Unit from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Unit; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Unit encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer. Any encumbrancer holding a lien on a Unit may pay any amounts secured by the lien created by this Section; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board of Directors, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and the desirability of the Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any Unit, including that portion of any Unit not actually occupied by the improvements thereon, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. No owner shall undertake any exterior maintenance of his Unit which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Unit including any portion of any Unit not enclosed by the improvements thereon, or upon the Common Area, without the Committee's prior approval. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove of an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association, or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose Unit is affected by Committee action reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Properties as a residential community. The Committee may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefor submitted to the Committee.

**THIS DOCUMENT IS NOT THE OFFICIAL RECORDED VERSION.  
THIS COMPILATION IS FOR THE CONVENIENCE OF THE OWNERS.**

**INCORPORATES AMENDMENTS RECORDED ON 1/29/2018 AT BOOK 7500, PAGES 1660-1663; AMENDMENT RECORDED ON 7/18/2018 AT BOOK 7573, PAGES 1049-1051, AMENDMENT RECORDED ON 7/29/2022 AT BOOK 8290, PAGES 3894-3896 AND AMENDMENT RECORDED ON 8/19/2024 AT BOOK 8597, PAGES 2331-2335**

**(Article II, Section 5; Article IV, Sections 2, 5 & 9; Article V, Sections 1, 6, 7 & 9 and Article VIII, Section 3)**

ARTICLE VII  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Unit as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Unit Owners. Any amendment must be properly recorded.

Section 4. Effect of Recording. Any Unit situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment", as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration.

Section 5. Dedications. Subject to the requirements of Article II, Section 1 of this Declaration, and of Section 4 of this Article, the Association may dedicate all streets and roads on the Common Area to public use and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.