

Windover Farms

WINDOVER FARMS COMMUNITY ASSOCIATION, INC
UNITS III THROUGH VII

COVENANTS, CONDITIONS, AND RESTRICTIONS

DESIGN REVIEW COMMITTEE GUIDELINES

ARTICLES OF INCORPORATION

BY-LAWS

January 1995

Content Summary

This document contains the Covenants, Conditions, and Restrictions, Design Review Board Guidelines, Articles of Incorporation and By-Laws for Units III through VII of Windover Farms. Windover Farms Community Association, Inc. includes all lots geographically located within Units III through VII of Windover Farms, Titusville. The Long lake Recreation Area membership is mandatory for lots within Windover Farms Community Association, Inc. and optional for those lots located within THE HILLS, EAST HILLS, EAST HILLS II, EAST WINDS, WINDOVER FARMS UNIT I WINDOVER FARMS UNIT II, and WINDOVER FARMS UNIT IIA. All current changes, filed with Brevard County as stated within this document, are located in Section 1, Covenants Conditions, and Restrictions and Section 4, By-Laws. They may be recognized by a bar to the right of changed paragraph.

Dear Lot Owner/Purchaser:

In this booklet you will find a copy of the Articles of Incorporation and by-law s'of the Windover Farms Community Association, Inc.; Declaration of Covenants, Conditions and Restrictions for Windover Farms Units III through VII; and Design Review Committee Guidelines for Windover Farms Units III through VII. Although somewhat lengthy, these documents have been drawn up to offer you, the purchaser, as much protection and as much enjoyment of your area as possible. Attached is an explanation sheet that outlines how the different required fees will be used and how you as an automatic member of the Association will be able to guarantee that the Windover Farms amenities we offer will always be an asset to you and your land.

If you have any questions, feel free to call a member of your Windover Farms Community Association, Inc. Board of Directors, or write to:

Board of Directors
P.O. Box 5546
Titusville, FL
32783-5546

President
Windover Farms Community Association, Inc.

JS:pm

Summary Information

Windover Farms has become North Brevard's most successful land development project. We have been able to accomplish this because we have put our hearts into the project and the project reflects our intentions.

In keeping with our desire to always improve as we continue, we have made two rather substantial changes to accomplish long-term management of Units III through VII.

1. The amenities* center on the Long Lake Recreational Area which is primarily a very large park. In this park we have two tennis courts, a racquetball/ handball court and a very nice trail for jogging or walking. Mandatory membership fees will be assessed lot owners of Windover Farms Units III through VII. Note that nonpayment of these fees will result in a lien on the property. With this membership fee the Windover Farms Community Association, Inc. will maintain the facilities. The Association requires a \$50 initial membership fee and \$50 annual membership dues. In addition, we have structured the Association documents so that anyone living in the Windover Farms subdivisions as spelled out in the documents may join the Long Lake Recreation Area if they pay the same dues and fees.

2. The Association will collect from lot owners in Units III through VII a nominal initial fee of \$25 and thereafter an annual \$25 fee to go into a special fund for the use of lot owners in Units III through VII. We have done this to provide a fund that Units III through VII lot owners will be able to use to enforce the deed restrictions and for other purposes as the Association may deem appropriate.

Your local cost, then, will be \$75 annually; \$50 will go toward maintaining the recreational area and \$25 to be used solely for the lot owners in Units III through VII. This fee can be raised only by a 2/3 vote** of all the owners.

Please read all the documents before closing for a thorough understanding.

* Restrooms, a pavilion, a soccer field and additional children's play equipment have been added to our amenities.

** Voting percentages are controlled by Section IV "By-Laws".

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS	8
ARTICLE II: PROPERTY RIGHTS:	10
SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT.	10
SECTION 2. DELEGATION OF USE.....	10
ARTICLE III: UNIT III COMMUNITY ASSOCIATION, INC.	10
SECTION 1. LOTS ASSESSMENT	10
SECTION 2. VOTING RIGHTS.....	10
SECTION 3. ANNUAL MEETINGS.....	11
ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS	11
SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.	11
SECTION 2. PURPOSE OF ASSESSMENTS.....	11
SECTION 3. TYPE OF ASSESSMENTS.....	12
SECTION 4. UNIFORM RATE OF ASSESSMENT.....	13
SECTION 5. NON-PAYMENT OF ASSESSMENTS.....	13
SECTION 6. SUBORDINATION OF LIEN TO MORTGAGES.	13
ARTICLE V: DESIGN REVIEW COMMITTEE - (DRC)	13
SECTION 1. COMPOSITION.....	13
SECTION 2. DESIGN CONTROL.....	13
SECTION 3. TIME LIMIT.....	13
ARTICLE VI: RESTRICTIONS ON LOT USES	14
SECTION 1. IN GENERAL.....	14
SECTION 2. RESIDENTIAL USE.....	14
SECTION 3. LOTS SHALL NOT BE SUBDIVIDED.....	14
SECTION 4. BUILDING DESIGN.....	14
SECTION 5. SETBACK.....	15
<i>B. Minimum Square Footage</i>	16
SECTION 6. REMOVAL OF TREES.....	16
SECTION 7. ONLY COMPLETED UNITS TO BE OCCUPIED.....	16
SECTION 8. ATTACHMENTS TO PROPERTY.....	17
SECTION 9. SIGNS.....	17
SECTION 10. EASEMENTS TO BE UNRESTRICTED.....	17
SECTION 11. NUISANCES.....	17
ARTICLE VII: LOT MAINTENANCE	17
SECTION 1. OWNERS' RESPONSIBILITIES.....	17
SECTION 2. ABATEMENT OF VIOLATION.....	18
SECTION 3. HEALTH AND SAFETY HAZARDS.....	18
SECTION 4. WAIVER OF TRESPASS.....	18
ARTICLE VIII: VEHICLES AND ASSOCIATED USES	18

SECTION 1. VEHICLE DEFINED.....	18
SECTION 2. VEHICLE PARKING.....	19
SECTION 3. VEHICLE REPAIRS.....	19
ARTICLE IX: LONG LAKE RECREATION AREA	19
SECTION 1. MEMBERSHIP.....	19
A. <i>THE HILLS</i>	19
B. <i>EASTHILLS</i>	19
C. <i>EAST HILLS II</i>	19
D. <i>EAST WINDS</i>	19
E. <i>WINDOVER FARMS, UNIT I</i>	19
F. <i>WINDOVER FARMS, UNIT II</i>	19
G. <i>WINDOVER FARMS, UNIT IIA</i>	19
SECTION 2. MAINTENANCE AND OPERATIONS.....	20
SECTION 3. TRANSFER OF OWNERSHIP.....	20
ARTICLE X: GENERAL PROVISIONS.....	20
SECTION 1. GENERAL INTENT AND PURPOSE OF DECLARATION.....	20
SECTION 2. AMENDMENT AND REVISION.....	20
SECTION 3. ENFORCEMENT.....	20
SECTION 4. SEVERABILITY.....	21
ARTICLE XI: DRAINAGE MAINTENANCE AGREEMENT	21
STATEMENT PART OF UNIT VII CHANGE:.....	21
AMENDMENT TO THE CCR	25
DESIGN REVIEW COMMITTEE (DRC)	26
PURPOSE:.....	26
REQUIRED PLANS:.....	26
NATURAL TERRAIN AND LANDSCAPE:	27
CONSTRUCTION OF LIVING UNIT:	27
LANDSCAPING:	27
PLAN REVIEW PROCEDURE:	27
PRELIMINARY PLAN APPROVAL:	27
FINAL PLAN APPROVAL:	27
SUBMISSION OF ITEMS FOR REVIEW:	27
TIME FOR REVIEW:	28
CAUSE FOR DISAPPROVAL:	28
NOTICE OF DISAPPROVAL:	28
RESUBMITTAL.....	28
GENERAL PROVISIONS:.....	29
COMPUTATION OF LIVING AREA:	29
HEIGHT LIMITATIONS:.....	29
DETACHED COVERED ENCLOSURES:	29
AUTOMOBILE ENCLOSURES:	29

RECOMMENDED BUILDING MATERIALS:	29
OPEN STORAGE:	30
CHANGE IN PLANS:	30
ATTACHMENTS TO LOTS:	30
SECURITY TRAILERS:	30
SWIMMING POOLS:	30
WASTE AND GARBAGE:	30
OPEN BURNING:	30
TEMPORARY POLES:	30
WALLS, FENCES AND HEDGES:	30
RIGHT-OF-WAYS AND EASEMENTS:	31
SIDE AND REAR YARD SETBACKS:	31
ANIMALS:	31
PERMITS:	31
EFFECTIVE DATE:	31
ARTICLES OF INCORPORATION	32
ARTICLE I: NAME	32
ARTICLE II: DURATION	32
ARTICLE III: PURPOSE	32
ARTICLE IV: SUBSCRIBERS	33
ARTICLE V: MEMBERSHIP	34
ARTICLE VI: VOTING RIGHTS	34
Class A.	34
Class B.	34
Class C.	34
ARTICLE VII: NOTICE & QUORUM FOR MEETINGS OF THE ASSOCIATION	35
ARTICLE VIII: BOARD OF DIRECTORS & OFFICERS	35
ARTICLE IX: BY-LAWS	36
ARTICLE X: AMENDMENT	36
ARTICLE XI: INITIAL REGISTERED OFFICE & AGENT	36
ARTICLE XII: DISSOLUTION	36
NAMING OF AN AGENT UPON WHOM A PROCESS MAY BE SERVED	39
BY-LAWS	42
IDENTITY	42
MEMBERSHIP, VOTING, QUORUM, AND PROXIES	42
MEMBERSHIP	42
Class A members	43
Class B member	43
Class C members	43
MEMBERSHIP IN THE LONG LAKE RECREATION AREA.	43
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	45
ANNUAL MEETING	45

SPECIAL MEMBERSHIP MEETINGS	45
NOTICE OF ALL MEMBERSHIP MEETINGS	45
PRESIDING OFFICER.....	45
THE ORDER OF BUSINESS AT ANNUAL MEMBERSHIP	ERROR! BOOKMARK NOT DEFINED.
MEETINGS OF THE ASSOCIATION	46
MINUTES OF ALL MEETINGS	46
BOARD OF DIRECTORS AND OFFICERS.....	46
A DIRECTORS	46
B (APPLICABLE TO A 3 MEMBER BOARD OF DIRECTORS)	47
B (APPLICABLE TO A 5 MEMBER BOARD OF DIRECTORS)	47
(AMENDMENT 9 FEB 1993,OFF. REC. 3266, PAGE 2132).....	47
C THE ORGANIZATION MEETING.....	47
D THE OFFICERS	48
E OFFICER MAY BE REMOVED	48
F REGULAR MEETINGS OF THE BOARD OF DIRECTORS	48
G SPECIAL MEETINGS OF THE DIRECTORS.....	48
H DIRECTOR MAY WAIVE NOTICE OF A MEETING.....	48
I A QUORUM OF A DIRECTORS MEETING	48
J THE PRESIDING OFFICER OF DIRECTORS MEETINGS.....	49
K THE DIRECTORS SHALL NOT RECEIVE ANY COMPENSATION.....	49
L POWERS AND DUTIES OF THE ASSOCIATION	49
M THE UNDERTAKINGS AND CONTRACTS	50
OFFICERS:	50
THE PRINCIPAL OFFICERS	50
THE PRESIDENT	50
THE VICE PRESIDENT	51
THE SECRETARY/TREASURER	51
COMPENSATION	51
FISCAL MANAGEMENT.....	51
ASSESSMENT ROLL.....	51
TWO BUDGETS FOR EACH CALENDAR YEAR	51
DEPOSITORY OF THE ASSOCIATION.....	52
AUDIT OF BOTH ACCOUNTS	52
PROPOSED BUDGET SHALL BE MAILED	52
PARLIAMENTARY RULES	53
AMENDMENTS TO BY-LAWS	53
AMENDMENTS	53
AMENDMENTS TRANSMITTED TO THE PRESIDENT	53
AMENDMENTS TO BECOME EFFECTIVE	53
MEETING HELD TO CONSIDER AMENDMENT(S).....	53
INDIMNIFICATION OF DIRECTORS AND OFFICERS	54

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WINDOVER FARMS UNIT III THROUGH VII

THIS DECLARATION, made on the date hereinafter set forth by WINDOVER FARMS, INC.

WITNESSETH

WHEREAS, Declarant is the Owner in fee simple of the existing property located in Brevard County, Florida, which is more particularly described in Exhibit "A" attached hereto.

WHEREAS, Declarant has caused to be incorporated under the Laws of the State of Florida, a nonprofit corporation known as WINDOVER FARMS COMMUNITY ASSOCIATION, INC., a non-profit corporation, to provide for the preservation of the values and amenities of WINDOVER FARMS, UNIT III and future units of WINDOVER FARMS, and for enforcement of these Covenants, Conditions and Restrictions collection and disbursement of the assessment and charges hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold, conveyed and occupied subject to the following easements and Covenants, Conditions and Restrictions, along with the charges, assessments and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the existing property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

Section 1. Association

"Association" Shall mean and refer to WINDOVER FARMS COMMUNITY ASSOCIATION, INC., A Florida corporation, its successors and assigns.

Section 2. Owner

"Owner" Shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple tide to any Lot which is a part of the Existing Property in WINDOVER FARMS, UNIT III, WINDOVER FARMS, UNIT IIIA, WINDOVER FARMS, UNIT IV, WINDOVER FARMS, UNIT V, WINDOVER FARMS, UNIT VI, WINDOVER FARMS, UNIT VII and Additional Units of WINDOVER FARMS, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Existing Property

"Existing Property" shall mean and refer to that certain real property described at the beginning of this Declaration.

Section 4. Lot

"Lot" shall mean and refer to the individual parcels of land of WIND OVER FARMS, UNIT III, WINDOVER FARMS, UNIT IIIA, WINDOVER FARMS, UNIT IV, WINDOVER FARMS, UNIT V, WINDOVER FARMS, UNIT VI, WINDOVER FARMS, UNIT VII and further Units of WINDOVER FARMS.

Section 5. Declarant

"Declarant" shall mean and refer to WINDOVER FARMS, INC., a Florida corporation, its successors and assigns.

Section 6. DRC

"DRC" shall mean and refer to the Design Review Committee established under Article V hereof.

Section 7. Community

"Community" shall mean and refer to WINDOVER FARMS COMMUNITY ASSOC~ON, INC., and shall consist of all land subject to the jurisdiction of WINDOVER FARMS COMMUNITY ASSOC~ON, INC.

Section 8. CCRs

"CCRs" shall mean and refer to the covenants, conditions and restrictions of this Declaration.

Section 9. Board

"Board" shall mean and refer to the Board of Directors of WINDOVER FARMS COMMUNITY ASSOCIATION, INC.

Section 10. Additional Property

"Additional Property" shall mean and refer to any future Units of WINDOVER FARMS which may be submitted to regulations of this Declaration.

ARTICLE II: PROPERTY RIGHTS:

Section 1. Owner's Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area of WINDOVER FARMS, UNIT III, hereinafter sometimes referred to as the "Long Lake Recreation Area". The right and easement of enjoyment of said Long Lake Recreation Area shall be appurtenant to and shall pass with the tide to every Lot in WINDOVER FARMS, UNIT III, WINDOVER FARMS, UNIT IIIA, WINDOVER FARMS, UNIT IV, WINDOVER FARMS, UNIT V, WINDOVER FARMS, UNIT VI, WINDOVER FARMS, UNIT VII, and additional property, subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

B. 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 purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Any such dedication or transfer must receive prior approval from the Brevard County Commissioners.

Section 2. Delegation of Use.

Any Owner may delegate his right of enjoyment, as provided in Section 1 above, to the Common Area and facilities to the members of his family, his tenants or purchasers who reside on the property.

ARTICLE III: UNIT III COMMUNITY ASSOCIATION. INC.

Section 1. Lots Assessment

Every Owner of a Lot is subject to assessment as provided in Article IV below, shall be a member of the Association.

Section 2. Voting Rights.

The Association shall have three (3) classes of voting membership with all rights and duties as described in Article V of the Articles of Incorporation of the Association, which are hereby incorporated by reference.

Section 3. Annual Meetings.

Annual Meetings of the Association shall be held for the purpose of electing the officers and directors of the Association, pursuant to the Articles of Incorporation of the Association and its By-Laws and for such other business, which shall be appropriate.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot Owned within the Existing Property and any Additional Property hereby covenants, and each Owner of any Lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the assessments or charges, specified in Section 3, hereunder. Said assessments or charges, together with interest, costs and reasonable Attorney's fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be a personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall not be liable for assessment

Section 2. Purpose of Assessments.

The assessments levied and collected by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners in the Community, including but not limited to:

- A. Payment of operating expenses of said Association;
- B. Undertake any other program, activity or project whatever, necessary or desirable in the judgment of said Association to preserve or enhance property values, eliminate health or safety hazards or be of general benefit to the Owners or occupants;
- C. Enforcement of CCRs.
- D. Membership fees in Long Lake Recreational Area.

Section 3. Type of Assessments.

There shall be (4) four types of assessments:

A. An initial assessment of TWENTY-FIVE (\$25.00) shall be paid to the Association by the purchaser of any Lot of either the Existing Property or any Additional Property at the time of the initial purchase of such Lot from Declarant.

B. An annual assessment of TWENTY-FIVE (\$25.00) for each Lot shall begin on January 1, 1981 and each and every January 1st thereafter and shall be payable by the record Owner on or before January 20th of that year and each year thereafter.

After January 1, 1981 the amount of the annual assessment provided may, after consideration of the needs of the Association, be lowered by the Board but said annual assessment may only be increased by the affirmative vote of at least two-thirds (2/3) of Lot owners. The maximum annual assessment against any Lot shall be no greater than two percent (2%) of the value of said Lot as determined on the then current tax roll of the Brevard County Property Appraiser.

C. An annual assessment of \$50.00 for each Lot for the maintenance and operation of the Long Lake Recreational Area as designated on the Plat of WINDOVER FARMS, UNIT III. The Assessment shall become a lien upon the property as of January 1st of each year. However, the Board of Directors of the Association, by Resolution, may determine whether such lien is payable in monthly or annual installments. After January 1, 1981, the Board may adjust the amount of assessment. However, any increase must be approved by two-thirds (2/3) of the membership. No portion of this assessment may be used for any purpose other than Long Lake Recreation Area as provided for in Articles of Incorporation of the Association.

D. In addition to the assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for such purposes as the Association members may deem necessary, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Uniform Rate of Assessment.

Assessments must be fixed at an equal dollar amount for all Lots.

Section 5. Non-Payment of Assessments.

Any assessment not paid within 30 days after due date shall bear interest from the due date at a rate no higher than the maximum rate permissible by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property.

Section 6. Subordination of Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the properties subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V: DESIGN REVIEW COMMITTEE - (DRC)

Section 1. Composition.

A Design Review Committee, (DRC), composed of at least three (3) persons, who need not be members of the Association, shall be appointed by the Board for a term of one (1) year, said term to be served concurrent with the term of the members of the Board.

Section 2. Design Control.

No grading, clearing or extensive interference with the natural landscape of any Lot shall be commenced, nor any building, fence, wall, enclosure or any other construction begun or altered until complete plans and specifications showing the design, type of materials, extent and location of the project have been submitted to the DRC and approved in writing as to environmental compatibility, harmony of design and location in relation to surrounding structures and topography.

Section 3. Time Limit.

In the event that the DRC fails to take action on any plan as provided in Section 2, above, within thirty (30) days after submission of the same, said plans and specifications shall be deemed to have been approved as submitted and no further action shall be required, providing that there is no violation of any of the CCRs contained elsewhere herein.

ARTICLE VI: RESTRICTIONS ON LOT USES

Section 1. In General.

The uses permitted on any Lot in the Existing Property or any Additional Property shall be the uses permitted by the Code of Laws and Ordinances of Brevard County, Florida, as presently existing and as they may be amended from time to time in the future, except that in any case where said uses may be inconsistent with these CCRs or where the uses permitted under these CCRs are more restrictive than said permitted uses under the Code of Laws and Ordinances of Brevard County, Florida, the CCRs shall control. The decision of the DRC shall be final and binding should any dispute or misunderstanding arise concerning the matters contained in Articles V and VI of this Declaration, unless such decision is appealed to a court of competent jurisdiction.

Section 2. Residential Use.

No Lot shall be used in whole or in part for anything other than single-family residential purposes, except that the Declarant and/or builders may maintain offices and model units relating only to sales of Lots or units within the Community.

Section 3. Lots Shall Not Be Subdivided.

No Lot shall be subdivided or reduced in size.

Section 4. Building Design.

A. The design of all buildings and structures erected on a Lot shall be in keeping with the natural character of the Community. Every effort shall be made by the Declarant, each Lot Owner, the Association and the DRC to blend construction into the natural setting by using natural materials, landscaping incorporating existing flora, and by attempting to disturb the natural environment as little as possible, while still providing an optimum human environment

B. Each Lot upon which living unit is constructed shall have enclosed parking space at least adequate to house two (2) standard size American automobiles prior to occupancy of any such living unit constructed on said lot. The openings of garages and other covered enclosures shall be designed and located to minimize exposure to adjoining streets in accordance with reasonable standards established by the DRC.

Section 5. Setback.

All buildings shall be set back not less than fifty (50) feet from all Lot lines facing existing or platted streets and not less than twenty (20) feet from all rear Lot lines and twenty (20) feet from side Lot lines.

A. The following Lots shall have their front Lot lines measured as follows:

1. (1) Feet from Turkey Point Drive:

Lot 377	296.54 feet		Lot 376	320.00 feet
Lot 373	302.09 feet		Lot 372	300.00 feet
Lot 354	436.27 feet		Lot 355	315.00 feet
Lot 369	242.43 feet			

2. (2) Feet from Windover Way:

Lot 305	300.00 feet		Lot 306	350.00 feet
Lot 384	300.00 feet		Lot 385	300.29 feet
Lot 390	300.00 feet		Lot 391	300.00 feet
Lot 396	293.00 feet		Lot 398	241.90 feet
Lot 399	298.62 feet		Lot 402	300.00 feet
Lot 403	300.00 feet		Lot 407	300.00 feet
Lot 414	300.10 feet		Lot 415	300.10 feet
Lot 428	300.00 feet		Lot 429	300.00 feet
Lot 440	300.00 feet		Lot 447	150.00 feet
Lot 505	300.00 feet		Lot 506	300.00 feet
Lot 509	300.00 feet		Lot 510	300.00 feet
Lot 513	300.00 feet		Lot 514	300.00 feet
Lot 517	300.00 feet		Lot 518	300.00 feet
Lot 521	300.00 feet		Lot 522	600.00 feet
Lot 525	306.60 feet		Lot 526	313.50 feet
Lot 530	300.00 feet		Lot 531	297.33 feet
Lot 541	300.00 feet		Lot 542	344.20 feet
Lot 547	313.13 feet		Lot 548	326.92 feet
Lot 553	435.00 feet		Lot 554	424.19 feet
Lot 560	357.59 feet		Lot 561	346.41 feet
Lot 564	325.00 feet		Lot 565	306.73 feet
Lot 571	375.00 feet		Lot 579	278.07 feet
Lot 580	275.59 feet		Lot 585	300.00 feet
Lot 586	300.00 feet		Lot 591	300.00 feet
Lot 592	300.00 feet		Lot 597	300.00 feet
Lot 605	300.00 feet		Lot 598	300.00 feet
Lot 610	390.00 feet		Lot 604	300.00 feet
Lot 609	350.00 feet			

3. (3) Feet from Mourning Dove Court:

Lot 313	122.00 feet
---------	-------------

4. (4) Feet from Long Lake Drive:

Lot 345	335.60 feet		Lot 347	358.50 feet
Lot 353	316.00 feet			

5. (5) Feet from Heron Court:

Lot 457	220.00 feet		Lot 306	350.00 feet
---------	-------------	--	---------	-------------

6. (6) Feet from Egret Court:

Lot 468	252.00 feet
---------	-------------

7. (7) Unit VII Feet from Street

Lot 13	119.82 ft		Lot 14	119.82 ft
Lot 37	548.73 ft		Lot 38	36023 feet

B. Minimum Square Footage

The minimum square footage for a single-family residence shall be 1200 square feet, excluding garages, porches, and other non-living areas.

Section 6. Removal of Trees.

No trees measuring more than six (6) inches in diameter at one (1) foot above the natural grade of the land may be removed from any Lot without written approval of the DRC.

Section 7. Only Completed Units to be Occupied.

No building or structure shall be occupied until it is completed and complies in full with the terms of this Declaration. No temporary structure, trailer, basement, garage or other out building shall at any time be used on any Lot as a residence either temporarily or permanently.

Section 8. Attachments to Property

A. All Clothes lines, antennas, garbage and trash receptacles, patio and swimming pool enclosures, out buildings and enclosures, game and play structures, air conditioning units and utility services, well and pump houses and any such additional attachments shall be constructed or located in such a manner to be shielded from view from adjoining streets.

B. Design and placement of mail or newspaper boxes, yard lights or any other attachments to property be approved by the DRC.

Section 9. Signs.

No signs other than those of the Declarant or the name and address of the homeowner shall be permitted on any Lot or improvements thereon without the written approval of the DRC, except real estate signs less than six (6) square feet which are permitted.

Section 10. Easements to be Unrestricted.

No right-of-way or easement of any kind may be made use of by a Lot Owner in such a manner as to restrict or prevent the intended use or enjoyment of said right-of-way or easement

Section 11. Nuisances.

No injurious or offensive activity shall be permitted on any Lot in the Community, which might tend to cause embarrassment, discomfort, annoyance, or create a nuisance. No plants, animals, devices or things of any sort shall be permitted if the normal activity or existence is in any way injurious, dangerous, unsightly, and unpleasant or of a nature which may diminish other Owners enjoyment of their property.

ARTICLE VII: LOT MAINTENANCE

Section 1.Owners' Responsibilities.

It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, unhealthy or unkempt condition of any structure or building or grounds, which would tend to substantially decrease the health, safety and beauty of the Community. Specifically, it shall be the responsibility of every Lot Owner to properly paint, repair, replace, and care for roofs, gutter, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements as may be necessary upon his Lot and any improvement thereon.

Section 2. Abatement of Violation.

In the event the Owner of any Lot or improvement thereon fails to correct any violation of this Article VII, within fifteen (15) days after written notice to abate said violation or provide said exterior maintenance has been sent out to a violator by the Board, then, the Association shall have the right to enter, with appropriate personnel and equipment, any Lot for the purpose of mowing, cutting, clearing, pruning vegetation, and removing trash. In addition, the Board at the request of an Owner or upon a determination of said Board may provide the exterior maintenance specified in Section 1, above, upon each Lot and improvement thereon subject to assessment; provided, however, that a request of an Owner to provide the foregoing shall not obligate the Board to do so.

Section 3. Health and Safety Hazards.

In the event there is a serious health or safety hazard to the Community, the Board shall have the right to enter with appropriate personnel and equipment, after such notice to abate said health or safety hazard has been sent to the Owner as is reasonable under the circumstances, but which in no case shall exceed fifteen (15) days, any Lot for the purpose of implementing effective insect, weed, reptile, woods-fire control or removing trash, or such other purpose as the Board may deem necessary.

Section 4. Waiver of Trespass.

Entry by the Board on Lots for the purposes provided in Sections 2 and 3, above, shall not be deemed a trespass and the costs thereof may be assessed against the Lot and shall be considered a charge on the land and a continuing lien upon the Lot and shall be enforced in a manner similar to the enforcement of the assessments as provided in Article iii hereof. For the purpose solely of performing the exterior maintenance authorized by Section 2, the Board, through its duly authorized agents or employee, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior or any improvement thereon at normal working hours on any day except Sunday.

ARTICLE VIII: VEHICLES AND ASSOCIATED USES

Section 1. Vehicle Defined.

For the purpose of this Article VIII, a vehicle shall be considered to be any automobile, truck, motor home, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the Lot Owner or a member of his family, for which ownership or use requires a title, tag, permit or license.

Section 2. Vehicle Parking.

No vehicle shall be parked on public right-of-way or front or side yards except in unusual circumstances or under very temporary conditions, such as during social gatherings. Driveways may be used to temporarily park a vehicle but this shall not include overnight parking; otherwise, all vehicles must be kept in an enclosure or stored in a manner screened from adjoining streets. No vehicle, which is unlicensed or considered to be inoperative shall be allowed to remain on any Lot for a period in excess of two (2) days without Association approval.

Section 3. Vehicle Repairs.

Vehicle maintenance and minor repairs only are permitted in the Community, however, such maintenance or repairs must be limited to Owner's own family vehicles and must be performed within an enclosure or an area screened from adjoining streets.

ARTICLE IX: LONG LAKE RECREATION AREA

Section 1. Membership.

Each lot Owner in WINDOVER FARMS, UNIT III, WINDOVER FARMS, UNIT "IIIA, WINDOVER FARMS, UNIT IV, WINDOVER FARMS, UNIT V, WINDOVER FARMS, UNIT VI, WINDOVER FARMS, UNIT VII, and future Units of WINDOVER FARMS, shall, upon taking title to a Lot, become a member of the Long Lake Recreation Area. The Association in its By-Laws shall provide for membership of the following subdivisions in the Long Lake Recreational Area and annual dues for said membership:

- A. THE HILLS**
- B. EASTHILLS**
- C. EAST HILLS II**
- D. EAST WINDS**
- E. WINDOVER FARMS, UNIT I**
- F. WINDOVER FARMS, UNIT II**
- G. WINDOVER FARMS, UNIT IIA**

The annual dues shall be equal to the assessment specified in Article IV, Section 3C, herein.

Section 2. Maintenance and Operations.

The Association shall be responsible for the maintenance and operation of the Long Lake Recreation Area as designated on the Plat of WINDOVER FARMS, UNIT III. The Association shall through its By-Laws provide for membership regulation, fees for operation, and general guidelines for operation of the Long Lake Recreation Area.

Section 3. Transfer of Ownership.

Upon recording of the Plat for WINDOVER FARMS, UNIT III, and this Declaration, the title to the Long Lake Recreational Area (as designated on the Plat) vests in WINDOVER FARMS COMMUNITY ASSOCIATION, INC. The Declarant, its successors or assigns, reserve an easement over the Long Lake Recreational Area to install all intended and proposed improvements. Such easement shall terminate upon the sale of 100% of all Lots within the Plat of WINDOVER FARMS, UNIT III.

ARTICLE X: GENERAL PROVISIONS

Section 1. General Intent and Purpose of Declaration.

The general intent and purpose of these CCRs is to maintain and enhance the natural environment and scenic resources of the Community for the enjoyment and benefit of all owners. More specifically, it is the purpose of this Declaration to protect natural streams, marshes, lake shores, fresh water supplies, and to recharge, maintain and conserve the biotic systems that nature has provided; to promote conservation of soil, vegetation and wild life and their value to the Community, and to afford and enhance recreational opportunities for all the members of the Community.

Section 2. Amendment and Rescission.

The CCRs of this Declaration shall run with and bind the land, for a term commencing on the date this Declaration is recorded until December 31, 1999, after which time said Declaration shall be automatically extended as originally recorded for successive periods of ten (10) years unless amended, altered or rescinded by an affirmative vote of two-thirds (2/3) of the votes of the entire membership of the Association. Any such amendment or rescission must be recorded.

Section 3. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all CCRs, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

enforce any provisions of this Declaration shall in no way be deemed a waiver of the right to do so thereafter.

In any such action brought by the Association against any owner to enforce CCRs contained in this Declaration, the Association's court costs and reasonable attorney's fees as determined by the Court shall, in the event the Association prevails in the action, be taxed against the Owner and upon recordation of a certified copy of the Final Judgment in the cause become a lien upon the property subjected to the litigation which said lien shall be enforceable by foreclosure (Amendment 11 July 1985, OFF. REC. 2615, PAGE 0262).

Section 4. Severability.

Invalidation of any one of these CCRs by judgment or Court order shall in no way affect other provisions of this Declaration, which shall remain in full force and effect

ARTICLE XI: DRAINAGE MAINTENANCE AGREEMENT

The WINDOVER FARMS UNIT III Plat provides that Brevard County has a fifty (50) foot easement through the Long Lake Recreation Area. The Association shall be responsible for the maintenance of said fifty (50) foot easement. The Association shall only use the assessments specified in Article IV, Paragraph 3C for the maintenance of the easement.

Statement part of Unit VII Change:

THE PROPERTY HAS BEEN DEVELOPED IN COMPLIANCE WITH GOVERNMENTAL LAWS, RULES AND REGULATIONS EXISTING AS OF THE DATE OF DEVELOPMENT. DURING THE DEVELOPMENT PROCESS, MANY STIPULATIONS OR CONDITIONS ARE PLACED ON THE DEVELOPMENT OF THE PROPERTY BY GOVERNMENTAL AUTHORITIES. FOR EXAMPLE, THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PROHIBIT ANY CONSTRUCTION, INCLUDING DREDGING, FILLING OR EXCAVATION WATER WARD OF THE 13 FOOT MEAN SEA LEVEL CONTOUR WITHOUT A PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "DISTRICT"). THIS PROVISION MAY BE

ENFORCED BY THE DISTRICT AND MAY NOT BE AMENDED WITHOUT THE APPROVAL OF THE DISTRICT. INQUIRE DIRECTLY OF GOVERNMENTAL AUTHORITIES TO INSURE COMPHANCE WITH ALL LAWS, RULES AND REGULATIONS.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26th day of February, 1980

WINDOVER FARMS COMMUNITY, INC.

By: Original Signed by
Jim Swann, President

ATTEST: Original Signed by
Kathleen R. Johnson
Secretary

OFF. REC.
2225

PAGE
0463

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized to take acknowledgements in the State and Country aforesaid, personally appeared Jim Swann, President, Kathleen R. Johnson, Secretary of WINDOVER FARMS, INC., a Florida Corporation, and they executed the foregoing Declaration on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, in the State and County aforesaid this 15th. day of March. 1980.

Original Signed and Seal affixed

Notary Public,
State of Florida, At Large

OFF. REC.
2225

PAGE
0464

Exhibit A to Declaration of Covenants, Conditions and Restrictions for WINDOVER FARMS,
UNIT III

WINDOVER (Legal description) UNIT III, as recorded in Plat Book 26, pages 81-83, Public records
of Brevard County, Florida.

OFF. REC.
2225

PAGE
0464

Amendment to the CCR
AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR WINDOVER FARMS, UNIT III

As recorded in O. R. Book 2225 , Page 0450 - 0465 , Public Records of Brevard County, Florida.

This Amendment to Declaration is filed by Windover Farms, Inc., a Florida corporation, constituting the entire membership of the Windover Farms Community Association, Inc., a nonprofit corporation.

Resolved that Article IV, Section 1, of the Declaration of Covenants, Conditions and Restrictions for Windover Farms, Unit III are amended to delete the last sentence of said section which reads as follows:

"The Declarant shall not be liable for assessments."

WITNESS:

WINDOVER FARMS COMMUNITY
ASSOCIATION, INC.

Original Signed

By: Jim Swann, President
Original Signed

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized to take acknowledgments in the State and Country aforesaid, personally appeared Jim Swann, President of WINDOVER FARMS COMMUNITY ASSOCIATION, INC., a Florida Corporation, and he executed the foregoing Declaration on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, in the State and
County aforesaid this 10th. day of June., 1980.
(Seal)

Original Seal affixed State of Florida,
My Commission Expires:

Notary Public,
At Large

WINDOVER FARMS COMMUNITY ASSN. INC.

DESIGN REVIEW COMMITTEE (DRC)

GUIDELINES FOR WINDOVER FARMS, UNIT III

PURPOSE:

Pursuant to the provisions of Article V of the Declaration of Covenants, Conditions and Restriction (CCRs) (recorded in Official Records Book 2225, Page 0450-0465, Brevard County, Florida), the Board of Directors of WINDOVER FARMS COMMUNITY ASSOCIATION, INC. has appointed the members of the Design Review Committee who will serve as such for the fiscal year 1980-1981.

Since under the provisions of Articles IV and V of the CCRs, the Design Review Committee (DRC) must review and approve all plans for grading, clearing, tree removal or other extensive interference with the natural landscape of any Lot, as well as all plans and specifications for all buildings, fences, walls, enclosures or other constructions, and since the DRC is the final arbiter of the uses permitted on any Lot, the DRC has met and prepared the following guidelines to explain and clarify the procedures to be followed in submitting plans for review and the criteria to be followed by the DRC in reviewing said plans.

The guidelines promulgated herein may be expanded, amended or otherwise changed by the DRC from time to time and any such expansion, amendments or changes will be effective after promulgation by the DRC. However, no subsequent change will affect plans approved prior to such change, but, likewise, neither will prior approval of uses for any specific Lot be binding upon the DRC when reviewing future uses for other Lots submitted after promulgation of changes in the guidelines.

It is recommended that Lot Owners, their architects, builders and contractors carefully review these guidelines prior to and during preparation of home construction plans and other planned Lot improvement

REQUIRED PLANS:

Two sets of plans for the following Lot improvements, one of which will be the property of the Committee, must be submitted to and will require review and approval by the DRC before any implementation can begin:

1. Clearing. Grading. Excavating. Trenching or other Extensive Interference with the Natural Terrain and Landscape

A plan for listed improvements shall consist of a Lot plan at a scale not less than 1" to 50', showing all easements of record and all trees over six inches (6") in diameter at one foot (1') above the natural grade of the land. All changes to be made to the Lot, including preparation for the house pad, swimming pool, well and septic tank/field must be indicated on said plan. Cuts in the natural grade of the Lot of over one foot (1') variation from the original grade, or which will result in a final grade variation of over one foot (1') from the original grade should be shown by a presentation of an original and final map of topography.

2. Construction of Living Unit:

All plans for construction of a living unit should be submitted at a scale not less than 1" to 50', should show all setbacks fifty feet (50') from all platted streets except for flag lots which setbacks are set forth in the Restrictions and twenty feet (20') from other lot lines, location of house pad with outer wall dimensions including position of garage, location of driveways and walkways, and other proposed Lot improvements.

In addition, the plans should show elevations to scale, of all sides of contemplated structures, the floor plan (minimum of 1,200 square feet of living area) and a summary specifications list of proposed construction materials. Samples of external construction materials, which cannot be adequately described, should be included.

3. Landscaping:

All plans submitted should be at a scale not less than 1" to 25' and should show and locate all landscape improvements contemplated, including such items as plant types and sizes, sprinkler systems, and driveway(s), walkway(s), path(s), wall(s) and fence(s) and types of materials to be used.

PLAN REVIEW PROCEDURE:

1. Preliminary Plan Approval:

Approval of plans submitted under Items B.1 and B.2, above, shall constitute preliminary plan approval.

2. Final Plan Approval:

Before final plan approval and construction start-up, the landscape plans (Item B.3) must be submitted and approved. Approval of Items B. 1, B.2, and B.3 will constitute final plan approval.

3. Submission of Items for Review:

Items B. 1, B.2 and B.3 may be submitted individually for review beginning with Item B. 1, or simultaneously.

4. Time for Review:

DRC review of the required plans, itemized in Paragraph B. above, will be completed within thirty (30) days from date of submittal of each item of review, if no action is taken by the DRC within thirty (30) days from date of submittal, the plans will be deemed approved. However, a request for further information by the DRC will be considered action and the 30-day period shall be tolled until receipt of the additional information requested. Upon receipt of the additional information requested, the DRC shall then have an additional thirty (30) days from receipt of such information to complete its review.

5. Cause for Disapproval:

The DRC, in its discretion, shall have the right to disapprove any plan submitted based upon the following:

- A. The failure of such plan or plans to comply with the CCRs recorded for WINDOVER FARMS UNIT III, or to comply with the uses permitted by the Code of Laws and Ordinances of Brevard County, Florida;
- B. The failure to include in the plan submitted such pertinent information as may have been reasonably requested by the DRC;
- C. The submission of proposals involving extensive interference with the natural terrain whether by clearing or improper landscape plan;
- D. Submission of proposals involving objectionable external designs, materials, finishes, proportions, architectural types, height, bulk, or involving inappropriate structures resulting in incompatibility with existing structures or uses upon other Lots in the Community; specifically, no living unit or improvement shall be constructed on any Lot that does not compare favorably in character, design and construction with others in the Community or will not be in harmony with the surroundings and suitable to the Lot site.

6. Notice of Disapproval:

In any case where the DRC shall disapprove any plan, or shall approve the same only upon specified conditions, a written notice of such disapproval or qualified approval shall be accompanied by a statement explaining the reason or reasons for such action. In such case, the DRC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable plan can be prepared and resubmitted for approval.

7. Resubmittal

After Disapproval: Disapproval or qualified approval of any plans specified in Items B. 1, B.2, B.3 above, will require resubmittal of said plans, with necessary changes

incorporated as agreed to or as required by the DRC. Plans resubmitted for DRC review will be acted on within 30 days from the date the plans were resubmitted.

D. GENERAL PROVISIONS:

1. Computation of Living Area:

Basements, open or screened breezeways, porches or patios, eaves or overhangs, and attached garages are not to be included in computing living unit square feet for purposes of meeting the 1,200 square foot minimum living area computation.

2. Height Limitations:

No living unit shall be over three (3) stories high nor exceed thirty-five feet (35') in height from the average lot level.

3. Detached Covered Enclosures:

The total floor area of all detached covered enclosures shall be no more than 700 square feet. Said detached covered enclosures shall be no more than two (2) stories high nor exceed twenty feet (20') in height.

4. Automobile Enclosures:

All living unit plans must include an attached garage or covered enclosure adequate to house at least two (2) standard size American cars. In addition, the garage or covered enclosure entrance should be positioned on the Lot or otherwise screened to minimize exposure to the adjoining streets.

5. Recommended Building Materials:

In keeping with the intent to maintain WINDOVER FARMS, UNIT III, in as natural a state as possible, the following external building materials are recommended for use:

1. For fences, walls, exterior living unit and other exterior surfaces: wood boards, wood siding, clay brick, stone, stucco or concrete, all in natural aged or earth tones, with materials used on living unit front elevations being used also for side and rear elevations:
2. For roofing: wood shingles or shakes, asphalt shingles and slate in natural tone:
3. For driveways and walkways: mulch, bark, pine needles, chert, gravel, rock, asphalt or exposed aggregate is recommended, and in addition, wood burl or flat stone is recommended for walkways.

6. Open Storage:

No building materials of any kind shall be placed or stored on any Lot in view of adjoining streets for a period or more than two (2) weeks unless such materials are to be used in the construction of a living unit.

7. Change in Plans:

All changes in plans during construction regarding exterior living unit design or materials used must be approved by the DRC.

8. Attachments to Lots:

Design, placement and materials used for all attachments to any Lot must be approved by the DRC, including but not limited to: patio and pool enclosures, out buildings and enclosures, garbage container and utility service areas, well and pump houses, mail and newspaper boxes, fences and walls, signs and yard lights.

9. Security Trailers:

Security trailers on Lots are not permitted and no living unit shall be occupied until it is completed and a certificate of occupancy is issued by Brevard County, Florida.

10. Swimming Pools:

Subject to DRC approval, a swimming pool may be constructed on any Lot provided that access from outside the Lot is controlled from all directions by fencing, screening, and/or the living unit. Screened pool enclosures must be within the setback lines and location of such enclosures must be approved by the DRC,

11. Waste and Garbage:

No rubbish, debris, garbage, construction waste, waste materials, or other materials of any kind shall be placed on or permitted to accumulate upon any Lot, which would render it unsanitary, unsightly, offensive or detrimental to Lots in the vicinity or in the Community.

12. Open Burning:

No open burning of materials whether generated by Lot clearing or otherwise is permitted. This last shall not preclude the use of approved cooking pits or broilers.

13. Temporary Poles:

Temporary poles used for electric, telephone and other purposes during construction of a living unit are permitted but must be removed when construction is completed.

14. Walls. Fences and Hedges:

No wall, fence or hedge shall be constructed, placed or planted between the living unit and any platted street without approval by the DRC as to design, type, height and location.

15. Right-of-Ways and Easements:

All right-of ways and easements, except improved portions of Long Lake Recreational Area, shown on the plat of WINDOVER FARMS, JNIT III, abutting any Lot shall be maintained in their natural state and no encroachment by any lot improvements thereon and/or change in the grade or elevation thereof shall be permitted without approval by the DRC, Brevard County, Florida Power and Light Company, Southern Bell Telephone Company or Cable TV Company, whichever individually or collectively apply. All of the landscape criteria contained in these guidelines shall apply to right-of-ways, common area and easements.

16. Side and Rear Yard Setbacks:

Whenever possible all side yard and rear yard setback areas should remain in their natural state.

17. Animals:

No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on any Lot or in any improvement thereon except those permitted by County ordinances.

E. PERMITS:

The approval of plans by the Design Review Committee does entitle a lot owner to commence building on his lot. Prior to any construction, a lot owner must obtain the required permits, if any, from Brevard County, Division of Local Water Management District and Department of Environmental Regulation.

F. Effective Date:

The effective date of these guidelines is the
10th day June , 1980

Original Signed by
Original Signed by

Jim Swann
Kathleen R. Johnson

Original Signed by
John H. Evans

ARTICLES OF INCORPORATION
OF
WINDOVER FARMS COMMUNITY ASSOCIATION, INC.

A NON-PROFIT CORPORATION

In compliance with Chapter 617 of the Florida Statutes (1975), the undersigned, all of whom are residents or located in Brevard County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation n for profit and do hereby certify:

ARTICLE I: NAME

The name of this corporation shall be WINDOVER FARMS COMMUNITY ASSOCIATION, INC., hereafter call the "Association". -

ARTICLE II: DURATION

This Association shall have perpetual existence commencing upon the filing of these Articles with the Secretary of State of the State of Florida.

ARTICLE III: PURPOSE

This Association does not contemplate pecuniary gain or profit to the member thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation design review and restrictive covenant control of the resident Lots and Long Lake Recreation Area within WINDOVER FARMS, UNIT III, described as that certain tract of property described in Exhibit "A" attached hereto and for future Units of Windover Farms and to:

(a) Promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association;

(b) Exercise all powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereafter called "CCRs". Applicable to the property and recorded of to be recorded in the Office of the Clerk of the Circuit Court of Brevard

County, Florida, and as the same may be amended from time to time as therein provided, said CCRs being incorporated herein as if set forth at length;

(c) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the CCRs; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger, consolidation or annexation shall have the assent of the members of the Association by a vote of a majority of a quorum of the members of the Association present in person or by proxy at a meeting called for that purpose;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV: SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are as follows, to-wit:

Kathleen R. Johnson 5500 Windover Way
Titusville, FL 32780

Jim Swann 5500 Windover Way
Titusville, FL 32780

John H. Evans P.O. Drawer 63 10-G
Titusville, FL 32780

ARTICLE V: MEMBERSHIP

Every person or entity who is record owner of a fee interest in any lot in WINDOVER FARMS, UNIT III and any future Units of Windover Farms, which are subject by covenants of record to assessment by the Association, shall be a member of the Association. Also those persons who are members of the Long Lake Recreation Area in accordance with the terms of the CCRs and By-Laws of the Association shall be members of this Association and have Class C voting rights as set forth below. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Member ship shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association.

ARTICLE VI: VOTING RIGHTS

The Association shall have three (3) classes of voting membership:

Class A.

Class A members shall be all Owners of Lots contained within the WINDOVER FARMS, UNIT III and future Units of WINDOVER FARMS, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B.

The Class B member shall be the Declarant and shall be entitled to four (4) votes for each Lot owned, as described above. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1999; or
- (c) On any earlier date set by the Declarant by written instrument to that effect delivered to the Association.

Class C.

Class C members shall be all non-owners of Lots in WINDOVER FARMS, UNIT III and future Units of WINDOVER FARMS, who are members of the Long Lake Recreation Area in accordance

with the CCRs and the By-Laws of this corporation. Each Class C member shall be entitled to one (1) vote for each membership, as defined in the By-Laws. However, such Class C members shall only be entitled to vote on such issues, changes in these Articles of Incorporation and By-Laws, which affect the operation, maintenance and membership of the Long Lake Recreation Area. The Board of Directors shall by two-thirds (2/3) majority conclusively determine which issues affect the Long Lake Recreation Area and thus upon which issues the Class C members may vote.

ARTICLE VII: NOTICE & QUORUM FOR MEETINGS OF THE ASSOCIATION

Meetings of the Association shall be called by written notice sent to all members not less than thirty (30) days prior to the meeting, and the notice shall set forth the purpose of the meeting. Presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum.

ARTICLE VIII: BOARD OF DIRECTORS & OFFICERS

The affairs of this Association shall be managed by a Board of three (3) Directors, two of whom must be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors and officers until the selection of their successors are:

Jim Swann	5500 Windover Way Titusville, FL 32780	President
Kathleen R. Johnson	5500 Windover Way Titusville, FL 32780	Secretary
John H. Evans	P.O. Drawer 63 10-0 Titusville, FL 32780	Treasurer

At the first annual meeting the Association membership shall elect three (3) directors to serve for a term of one (1) year each.

The officers of the Association, elected at the annual meeting of the Board of Directors, shall consist of a President, Vice President and Secretary/Treasurer and they shall serve for a term of one (1) year.

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted, altered, amended or rescinded at a regular or special meeting of the members of the Association, by a vote of a majority of members present in person or by proxy. However, any By-Law provisions relating to membership in the Long Lake Recreation Area shall be amended only by a three-fourths (3/4) vote of the total membership.

ARTICLE X: AMENDMENT

Amendment of these Articles shall require the assent of three fourths (3/4) of the entire membership.

ARTICLE XI: INITIAL REGISTERED OFFICE & AGENT

The Street address of the initial registered office of this Association is 5500 Windover Way, Titusville, FL 32780, and the name of the initial registered agent of this Association at that address is JIM SWANN.

ARTICLE XII: DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, however, such dedication must be subject to prior approval of the Brevard County Commissioners. In the Event that such dedication is refused acceptance; such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporation of this Association, have executed these Articles of Incorporation this 26th day of February 1980

WINDOVER FARMS COMMUNITY ASSOCIATION, INC.

Original Signed by

Jim Swann

Original Signed by

Kathleen R. Johnson

Original Signed by

John H. Evans

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared JIM SWANN,
KATHLEEN R. JOHNSON, and JOHN H. EVANS, known to me to be the persons d
and who executed the foregoing Articles of Incorporation and acknowledged before me
executed said instrument for the purposes therein expressed.

February, 1980.

signed and Seal affixed
Notary Public, State of Florida,
At Large

My Commission Expires:

Naming of an Agent Upon Whom a Process May be Served

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

Pursuant to Chapter 48.09 1, Florida Statutes, the following is submitted in compliance with said Act:

FIRST: That WINDOVER FARMS COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in Brevard County, Florida, has named JIM SWANN, located at 5500 Windover Way, Titusville, Florida 32780, as its agent to accept service of process within the State.

Original Signed by
Kathleen R. Johnson

Original Signed by

John H. Evans

ACKNOWLEDGMENT

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

Original Signed by
Jim Swann
Resident Agent

Exhibit "A"

COMMENCE at a point on the Northwestern Right-of-Way Line of State Road 407, (a 300 foot Right-of-way, as now established), being the most southerly Corner of Lot 208, as shown on map of Windover Farms Unit Two-A, as recorded in Plat Book 25, pages 82 through 85, of the public Records of Brevard County, Florida; thence run N 57°55'20" W, along the Southwesterly Line of said Lot 208, a distance of 60.01 feet to the POINT OF BEGINNING of the Lands herein described; thence S 30°55'00" W, parallel to, and 60.00 feet perpendicular to the Northwestern Right—of—way Line of State Road 407, a distance of 689.26 feet; thence N 57°55'20" W, 266.88 feet; thence N 79°42'58" W, 259.99 feet to a Point on the Arc of a circular curve concave Northwesterly, and having a Radius of 2,028.12 feet; thence Southwesterly along the Arc of said curve, through a central angle of 1°50'54", a distance of 65.43 feet to a Point on said curve; thence N 79°42'58" W, 780.00 feet to the Point of Curvature of a curve concave Northeasterly and having a Radius of 1,257.29 feet; thence Northwesterly along the Arc of said curve, through a central angle of 44°17'12", a distance of 1,234.62 feet to the Point of Tangency; thence N 35°25'46" W, 776.00 feet; thence S 54°34'14" N, 75.00 feet; thence N 35°25'46" W, 415.07 feet to the Point of Curvature of a curve concave Easterly, and having a radius of 55.37 feet; thence Northerly along the Arc of said curve, through a Central Angle of 65° 22'25", a distance of 63.18 feet to the Point of Tangency; thence N 29°56'39" E, 196.58 feet; thence N 60°03'21" W 305.00 feet; thence N 29°56'39" E, 141.17 feet to the Point of Curvature of a curve concave Westerly and having a Radius of 25.00 feet; thence Northerly along the Arc of said curve, through a Central Angle of 90°00'00", a distance of 39.27 feet to the Point of Tangency; thence N 29°56'39" E, 380.00 feet; thence N 60°03'21" N, 300.00 feet; thence N 29° 56'39" C, 271.86 feet; thence N 86°47'55" C, 636.96 feet; thence N 31°00'00" C, 265.96 feet; thence S 58°55'20" E, 44.81 feet; thence North, 510.56 feet; thence East, 580.26 feet to the Westerly Boundary of Windover Farms Unit Two, as recorded in Plat Book 25, pages 24 through 27, of the Public Records of Brevard County, Florida;

thence run along said Westerly Boundary, and continuing along the Southwesterly Boundary of Windover Farms Unit Two-A, as recorded in Plat Book 25. Pages 82 through 85, of the Public Records of Brevard County, Florida, the following 12 Courses and Distances: S 48°42'48" W, 142.71 feet; thence S 0°09'25" E, 755.29 feet; thence S 58°55'20" E, 247.03

feet; thence S 0°09'25" E, 755.29 feet; thence S 58°55'20" E 247.03 feet thence S 43°04'40" W, 263.44 feet; thence S 46°55'20" E, 345.00 feet; thence S 43°04'40" W, 65.00 feet to the Point of Curvature of a curve concave Northwesterly and having a Radius of 510.00 feet; thence Southwesterly along the Arc of said curve, through a Central Angle of 37°38'09", a distance of 335.00 feet to the Point of Tangency; thence S 9°17'12" E, 80.00 feet to the Point of Curvature of a curve concave Northerly, and having a Radius of 590.00 feet; thence Easterly along the Arc of said curve, through a Central Angle of 2°34'07", a distance of 26.45 feet to the Point of Tangency, also being the Point of Curvature of a curve concave Southwesterly and having a Radius of 25.00 feet; thence Easterly along the Arc of said curve, through a Central Angle of 83°56'00", a distance of 36.62 feet to the Point of Tangency, also being the Point of Curvature of a curve concave Easterly and having a Radius of 840.00 feet; thence Southerly along the Arc of said curve, through a Central Angle of 25°04'29", a distance of 367.61 feet to the Northwesterly Corner of Lot 149, as shown on said Plat of Windover Farms Unit Two-A, thence S 47°00'12" W along the Northwesterly Line of said Lot 149, a distance of 300.00 feet to the Southwesterly Corner of said Lot 149 and the Southwesterly Boundary of said Windover Farms Unit Two-A; thence along said Southwesterly Boundary the following 6 Courses and Distances: S 48°06'45" E, 203.30 feet; thence S 58°20'38" E, 203.30 feet; thence S 68°34'31" E, 203.30 feet; thence S 78°48'24" E, 203.30 feet, thence S 83°55' 20" E, 300.00 feet; thence S 57°55'20" E, 312.00 feet to the Southeasterly Right-of-way line of Turkey Point Drive (an 80.00 foot Right-of-way as now established); thence N 32°04'40" E along said Right-of-way Line, a distance of 62.32 feet to the Northwesterly Corner of Lot 207, as shown on aforementioned Plat of Windover Farms Unit Two-A, thence S 57°55'20" E along the Southwesterly Boundary of Lots 207 & 208, as shown on said Plat, 739.00 feet to the POINT OF BEGINNING, containing 62 lots and 107.17 Acres, more or less.

**BY-LAWS
OF
WINDOVER FARMS COMMUNITY ASSOCIATION, INC.**

1. IDENTITY

These are the By-Laws of WINDOVER FARMS COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 18th day of March, 1980. - WINDOVER FARMS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association" has been organized for the purpose of enforcing the Covenants, Conditions, and Restrictions hereinafter referred to as "CCRs", for WINDOVER FARMS, UNIT III and future units of WINDOVER FARMS.

A. The provisions of these By-Laws are applicable to said CCRs, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions contained in the Articles of Incorporation and which may be contained in the CCRs. The terms and provisions of said Article of Incorporation and CCRs shall be controlling wherever the same may be in conflict herewith.

B. All present and future owners, tenants, future tenants, or their employees or any person who might own a Lot in WINDOVER FARMS, UNIT III or future units of WINDOVER FARMS, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws, and in said Articles of Incorporation and the CCRs. Furthermore, Class C members, as defined below, are subject to these By-Laws.

C. The mere acquisition or rental of any of the Lots of WINDOVER FARMS UNIT III or future units of WINDOVER FARMS, or the mere act of occupancy of any said Lots will signify that these By-Laws and Regulations in the CCRs are accepted, ratified and will be complied with.

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

E. The seal of the Association shall bear the name of the association, the word "Florida";, the words "a corporation not for profit", and the year "1980", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, AND PROXIES

A. Membership.

The Association shall have three classes of members as set forth in Article V of the Articles

of Incorporation:

Class A members

shall be owners of Lots in WINDOVER FARMS UNIT III or future units of WINDOVER FARMS.

Class B member

is the Declarant as defined in the CCRs.

Class C members

shall be those persons who are non-lot owners of WINDOVER FARMS, UNIT III or future units of WINDOVER FARMS, who reside in THE HILLS, EAST HILLS, EAST HILLS II, EAST WINDS, WINDOVER FARMS, UNIT I, WINDOVER FARMS UNIT II, AND WINDOVER FARMS UNIT IIA, and who are members of Long Lake Recreation Area in accordance with the paragraph below.

B. Membership in the Long Lake Recreation Area.

(1) All record title Lot owners of Lots in WINDOVER FARMS UNIT III and future units of WINDOVER FARMS, shall have membership in the Long Lake Recreation Area.

(2) Any Lot owner in THE HILLS, EAST HILLS, EAST HILLS II, EAST WINDS, WINDOVER FARMS, UNIT I, WINDOVER FARMS UNIT II and WINDOVER FARMS UNIT IIA may join the Long Lake Recreation Area by complying with the following terms and conditions:

(a) Payment of an initial membership fee of FIFTY (\$50.00) DOLLARS, which shall be non-refundable.

(b) Annual membership fee of FIFTY (\$50.00) DOLLARS per year. The annual membership fee shall be due and payable on the first of January each year. Failure to pay the annual membership fee on or before the 15th of January of each year shall cause the membership to automatically terminate. Upon termination of a membership, should the former member want to rejoin the Long Lake Recreation Area, the initial fee as set forth in 2.B (2) (a) above must again be paid.

(C) A single membership shall include all persons in a family unit. Family unit shall include married adults, their natural, adopted and step children, or persons living with the family unit on full time basis.

(3) As to items concerning Long Lake Recreational Area, a quorum at membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. Such joinder shall be within fifteen (15) days of meeting.

(4) As to general business of the Association, except the Long Lake Recreation Area, a quorum of membership shall consist of a majority of Class A and B members. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. Such joinder shall be within fifteen (15) days of meeting.

(5) The vote of the owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in the written notice signed by all of the owners of the Lot filed with the Secretary of the Association, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

(6) Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article V of the Articles of Incorporation. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. No person shall be designated to hold more than five (5) proxies.

(7) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the CCRs, or where the same may otherwise be required by law, the affirmative vote of a majority of memberships represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

Annual Meeting

The annual membership meeting shall be held at the office of the association at 7:00 p.m., Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

Special membership meetings

Special Membership meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by officers upon receipt of a written request from members of the Association owning a majority of Lots. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

Notice of all membership meetings

Notice of all membership meetings; regular or special, shall be given by the President, Vice President or Secretary/Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by first-class mail, which mailing shall be deemed notice (ARTICLE 9 ADDED BY AMENDMENT 9 FEB 1993, OFF. REC. 3266, PAGE 2130). Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the CCRs, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

Presiding Officer

At membership meetings, the President, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall elect a chairman.

E. The order of business at annual membership meetings and, as far as practical, at any other membership meetings, shall be:

- (1) **Calling of the roll and certifying of proxies.**
- (2) **Proof of notice of meeting or waiver of notice.**
- (3) **Reading of minutes.**
- (4) **Reports of officers.**
- (5) **Reports of committees.**
- (6) **Appointment of Chairman of Inspectors of Election.**
- (7) **Election of Directors.**
- (8) **Unfinished business.**
- (9) **New business.**
- (10) **Adjournment.**

Meetings of the Association

Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Minutes of all meetings

Minutes of all meetings of Lot owners and Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Lot owners and Board of Directors.

4. BOARD OF DIRECTORS AND OFFICERS

A Directors

Directors shall be elected at the first annual meeting of the membership and thereafter shall serve for the specified term or until his successor is duly elected. The number of directors shall be three or five maintaining an odd number membership. Directors may be removed for cause by an affirmative vote of the Class A and Class B members owning not less than 25% of the Lots at a special meeting called for such purpose. Directors may be removed without cause by an affirmative vote of the Class A and B members owning not less than 50% of the Lots (AMENDMENT 9 FEB 1993, OFF. REC. 3266, PAGE 2132).

B (Applicable to a 3 member Board of Directors)

(AMENDMENT 9 FEB 1993, OFF. REC. 3266, PAGE 2132)

Election of Directors shall be conducted in the following manner at the first Annual election of directors following approval of this amendment:

Two members of the Board of Directors shall be elected by a plurality of the votes of Class A and B members cast at the annual meeting of the members of the Association for a term of two years and the remaining one board member shall be elected by a plurality of the votes of Class A, B and C members cast at the annual meeting of the members of the Association for a term of one year. The two candidates receiving the majority of votes shall be elected for two-year terms. Subsequent election of directors shall be for 2-year terms. Class C members will only be allowed to vote during alternate year elections when only one director is being elected.

OR:

B (Applicable to a 5 member Board of Directors)

(AMENDMENT 9 FEB 1993, OFF. REC. 3266, PAGE 2132)

Election of Directors shall be conducted in the following manner at the first annual election of directors following approval of this amendment:

(1) At the first annual election of directors following approval of this amendment, Class C members shall be allowed to vote for two of the five directors being elected. Three members of the Board of Directors shall be elected by a plurality of the votes of Class A and B members cast at the annual meeting of the members of the Association for a term of two years and the remaining two of the five members shall be elected for a one year term. The three candidates receiving the majority of votes shall be elected for two-year terms. Subsequent election of directors shall be for 2-year terms. Class C members shall only be allowed to vote during alternate year elections when only two directors are being elected.

(2) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the majority vote of the remaining Directors.

C The organization meeting

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

D The officers

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

E Officer may be removed

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

F Regular meetings of the Board of Directors

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all Lot owners and notice of the meeting shall be posted conspicuously forth-eight (48) hours in advance.

G Special meetings of the Directors

Special meetings of the Directors may be called by the President, and must be called by the Secretary/Treasurer at the written request of two (2) Directors, not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

H Director may waive notice of a meeting

Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I A quorum of a Directors' Meeting

A quorum of a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the CCRs. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business, which

might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

J The presiding officer of Directors' meetings

The presiding officer of Directors meetings shall be the President. In the absence of the President, the Vice-President shall preside.

K The Directors shall not receive any compensation.

L Powers and Duties of the Association

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the CCRs. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-laws and the CCRs, and shall include, without limiting the generality of the foregoing, the following:

- (1) To make, levy and collect assessments against members and members' Lots to defray the costs of the Association, and to use the proceeds of said assessments in the exercise the powers and duties granted unto the Association;
- (2) The maintenance, repair, replacement, operation and management of the Long Lake Recreation Area facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal;
- (4) To make and amend regulations governing the use of the property, real and personal, of the Long Lake Recreation Area, so long as such regulation or amendments thereto not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and CCRs;
- (5) To acquire, operate, lease, manage and otherwise trade and deal with property real and personal, including the Long Lake Recreation Area, as may be necessary or convenient the operation and management of the Association, and in accomplishing the purposes set forth the CCRs;

- (6) To contract for the management of the Long Lake Recreation Area, and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the CCRs to have the approval of the Board of Directors or membership of the Association;
- (7) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the CCRs and any regulations hereinafter promulgated governing use of the property in the WINDOVER FARMS, UNIT III and future Units of WINDOVER FARMS.
- (8) To pay all taxes and assessments which are liens against any part of the Association property and the appurtenances thereto;
- (9) To carry insurance for the protection of the members and the Association against casualty and liability;
- (10) To pay all costs of power, water, sewer and other utility services rendered to the Long Lake Recreation Area, and
- (11) To employ personnel to perform the services required for proper administration of the Association.

M The Undertakings and Contracts

The undertakings and contracts authorized by the said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

5. OFFICERS:

The Principal Officers

The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of Directors may deem necessary. The President, Vice President and Secretary/Treasurer must be Class A members of the Association.

The President

The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners, from time to

time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

The Vice President

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

The Secretary/Treasurer

The Secretary/Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries. He shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices. The Secretary/Treasurer shall insure that fees collected for the Long Lake Recreation Area are not commingled with the general assessment fees of the Association.

Compensation

The compensation of all offices and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Association.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the CCRs and Articles of Incorporation shall be supplemented by the following provisions.

Assessment Roll

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

Two Budgets for Each Calendar Year

The Board of Directors shall adopt two (2) budgets for each calendar year. One shall be for the general operation of the Association and the other for the operation on the Long Lake Recreation Area. Each budget shall contain estimates of the cost of performing the

functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessment against each member as more fully provided in the CCRs. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

Depository of the Association

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

Audit of Both Accounts

An audit of both 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 not later than May 1st of the year following the year for which the report is made.

Proposed Budget Shall be Mailed

A copy of a proposed budget of common expenses shall be mailed to the appropriate Class A, B, or C member not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the lot owners. If a budget is adopted by the Board of Directors which requires assessment against the Lot owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the Lot owners, a special meeting of the Lot owners shall be held upon not less than ten (10) days written notice to each Lot owner, but with thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Lot owners may consider and enact a revision of the budget.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

Amendments

Amendments to these By-Laws may be proposed by the Board of Directors acting upon vote of a majority of the Directors or by 10% of members of the Association, whether meeting as members or by instrument in writing signed by them.

Amendments Transmitted to the President

Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

Amendments to Become Effective

In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of three-fourths (3/4) of the entire membership of the Board of Directors and by an affirmative vote of a majority of the votes present in person or by proxy at the special joint meeting (AMENDED 11 JULY 1985 BY OFF. REC. 2615, PAGE 0263). Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary/Treasurer of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

Meeting Held to Consider Amendment(s)

At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in

attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

Class C. members shall only be entitled to vote on issues as set forth in Article V of the Articles of Incorporation.

9. INDIMNIFICATION OF DIRECTORS AND OFFICERS

(ARTICLE 9 ADDED BY AMENDMENT 9 FEB 1993, OFF. REC. 3266, PAGE 2130).

Each Director and Officer, whether or not then an officer (and heirs, executors and administration), shall be and hereby is indemnified by the Association against all cost and expenses (including but not limited to counsel fees) reasonably incurred by or imposed upon him/her in connection with or resulting from any action, suit or proceeding to which he/she may be made a party by reason of being or having been a director or officer of the association, including costs and expenses paid in connection with the settlement or compromise of any such action, suit or proceeding: provided that nothing herein contained shall protect or be deemed to protect any such director or officer against any liability to the association or to its security holders to which he/she would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of duties involved in the conduct of his/her office.

The undersigned, being the Secretary/Treasurer of WINDOVER FARMS COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said Association at a meeting held for such purpose on the 24th day of February, 1980.

Original Signed by
Kathleen R. Johnson
Secretary/Treasurer