

This instrument prepared by  
and return to Charles W. McKinnon, Esq.  
McKinnon & Hamilton, PLLC  
3055 Cardinal Drive  
Vero Beach, FL 32963  
Courthouse Box #79

3120180032842  
RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 3120 PG: 1419 Page 1 of 48 5/30/2018 8:24 AM

## **NOTICE PURSUANT TO CHAPTER 712 OF THE FLORIDA STATUTES**

This is a Notice within the meaning of Florida Statutes §712.05 and §712.06 which is filed for the purpose of preserving certain covenants and restrictions specifically referred to hereafter from extinguishment in accordance with the provisions of Chapter 712 of the Florida Statutes, the Florida Marketable Record Titles to Real Property Act.

Marbrisa Seaside Village Owners Association, Inc., a Florida not-for-profit corporation, is a “homeowner’s association” as defined by Florida Statute §712.01(4).

At a Board of Directors meeting duly held in accordance with the requirements of the Articles of Incorporation and By-Laws for Marbrisa Seaside Village Owners Association, Inc., on the 17<sup>th</sup> day of April, 2018, and as required by Florida Statute §712.05, at least two-thirds (2/3) of the Members of the Board of Directors of the Association voted affirmatively to preserve those covenants and restrictions that are specifically referred to hereafter in Exhibits B and Exhibit C.

In accordance with Florida Statute §712.06:

- a. The name and address of the homeowners association is:  
  
Marbrisa Seaside Village Owners Association, Inc.  
400 Monterey Drive  
Vero Beach, Florida 32963
- b. A full and complete description of all lands affected by this Notice is set forth specifically in Exhibit A attached hereto and made a part hereof.
- c. A copy of the Declaration of Covenants and Restrictions being preserved hereby are set forth specifically in Exhibit B attached hereto and made a part hereof.
- d. The Declaration of Covenants and Restrictions being preserved hereby are described and identified by reference to the Official Record Book and Page Number in which the same were recorded in Exhibit C attached hereto and made a part hereof.
- e. An Affidavit executed by the appropriate member of the Board of Directors of the Association affirming that the Board of Directors caused a Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association, is attached hereto as Exhibit D.

IN WITNESS WHEREOF, Marbrisa Seaside Village Owners Association, Inc., a Florida not-for-profit corporation, has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 14<sup>th</sup> day of May, 2018.

Signed, sealed and delivered in the presence of:

MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC.

Wendy Cowan  
Print Name: Wendy Cowan

[Signature]  
Print Name: Dana Murphy

[Signature]  
Print Name: Jessica M. Flynn

[Signature]  
Print Name: Michael J. Quick Jr

By: [Signature]  
Bob Mercer, President

ATTEST:

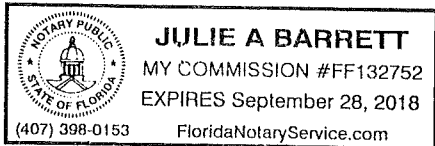
By: [Signature]  
Joe Varon, Secretary

(Corporate Seal)

STATE OF FLORIDA )  
                                  ) ss:  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Bob Mercer, who is known to me to be the President of Marbrisa Seaside Village Owners Association, Inc., and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS MY HAND and official seal in the county and state last aforesaid this 14<sup>th</sup> day of May, 2018.



[Signature]  
Print Name: Julie Barrett  
Notary Public, State of Florida at Large  
My Commission Expires: 9/28/18 (Affix Seal)

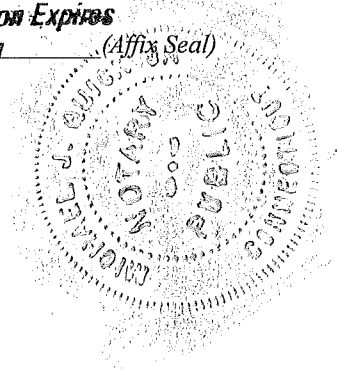
STATE OF Connecticut  
COUNTY OF Fairfield ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Joe Varon, who is known to me to be the Secretary of Marbrisa Seaside Village Owners Association, Inc., and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and official seal in the county and state last aforesaid this 16<sup>th</sup> day of May, 2018.



Print Name: Michael J. Quick Jr  
Notary Public ~~My Commission Expires~~  
My Commission Expires: May 31, 2021 (Affix Seal)



## **EXHIBIT A**

### **DESCRIPTION OF LAND AFFECTED BY NOTICE**

#### Legal Description

#### Declaration of Covenants and Restrictions for Marbrisa Seaside Village

A parcel of land lying in Government Lot 4, Section 36, Township 31 South, Range 39 East, Indian River County, Florida, lying East of State Road A-1-A and more particularly described as follows: From the Northwest corner of Government Lot 4 run North 89° 31' 47" East along the North line of the aforesaid Government Lot 4 a distance of 969.34 feet to intersect with the East right-of-way line of State Road A-1-A and the Point of Beginning. From the Point of Beginning continue North 89° 32' 14" East along the North line of Government Lot 4 a distance of 572.79 feet to intersect with the approximate mean high water line; thence run South 23° 52' 03" East along the approximate mean high water line a distance of 221.54 feet; thence run South 65° 12' 31" West a distance of 363.06 feet; thence run North 24° 47' 29" West a distance of 27.00 feet; thence run South 65° 12' 31" West a distance of 155.29 feet to intersect with the aforesaid East right-of-way line of State Road A-1-A; thence run North 24° 47' 29" West along the East right-of-way line of State Road A-1-A a distance of 430.48 feet to the Point of Beginning.

**EXHIBIT B**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

556379

Rec. 172-50

MARBRISA SEASIDE VILLAGE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
AS FILED OF RECORD IN INDIAN RIVER COUNTY, FLORIDA, BY THE DEVELOPER  
AND  
NOTICE OF PROVISIONS OF MARBRISA SEASIDE VILLAGE ASSOCIATION, INC.

THIS DECLARATION, made this 8 day of JUNE, 1988, by Marbrisa, a joint venture, with its principal place of business at 345 North Woodland Blvd., DeLand, Volusia County, Florida, (herein sometimes referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the record Owner in fee simple absolute of certain real property located in Indian River County, Florida, and more particularly described in Exhibit "A" which is attached hereto as and made a part hereof; and

WHEREAS, in accordance with the applicable provisions of State law and local ordinance, the Developer caused the above described real property to be developed and platted into a single family cluster home community known as Marbrisa Seaside Village and a plat thereof duly filed and recorded in Plat Book 17, Page 684, Public Records of Indian River County, Florida; and

WHEREAS, it is the present intention of the Developer to develop Marbrisa Seaside Village as a low density, high quality, cluster home community and the Developer has developed and is developing Marbrisa Seaside Village into single family cluster homes, together with common areas; and

WHEREAS, there is a need to specify, make and impose covenants and to grant necessary easements for the proper use of the community and to provide for the effective administration of the common areas in Marbrisa Seaside Village; and

WHEREAS, the Developer has caused the incorporation of a Florida non-profit corporation known as The Marbrisa Seaside Village Owners Association, Inc., which was formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of Marbrisa Seaside Village.

NOW, THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective for Marbrisa Seaside Village on the date and at the time it is filed and recorded in the Public Records of Indian River County, Florida and shall become effective as to additional units or phases of Marbrisa Seaside Village on the date and at the time the respective plats of such additional units or phases or such other documents evidencing the Developer's intent that such property is burdened hereby are recorded in the Public Records of Indian River County, Florida..

Return: Marbrisa  
P. O. Box 850  
L  
DeLand, Fla. 32721-0850

BY *Charles*  
8/2/88  
CLERK OF COUNTY  
INDIAN RIVER CO., FLA.  
99 JUN 23 PM 12:33  
FILED FOR RECORD  
PAGE 684  
17-1000000

**ARTICLE I**  
**DEFINITIONS AND DESCRIPTION OF PROPERTY**

**Section 1.1 Definitions - The following words and terms when used in this Declaration and any supplemental declaration or amendment, unless the context shall clearly indicate otherwise, shall have the following meanings:**

- (a) "Association" shall mean and refer to Marbrisa Seaside Village Owners Association, Inc., a Florida Corporation not for profit, its successors and assigns, the membership of which will be Owners of "Dwelling Units" in Marbrisa Seaside Village. The Association is separate and distinct from the Marbrisa Homeowners Association, Inc., which association may sometimes be referred to herein as the "Umbrella Association".**
- (b) "Developer" shall mean and refer to Marbrisa, a joint venture, between Brandywine Enterprises, Inc. and Marbrisa Development, Inc., its successors and assigns.**
- (c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed to the Association and such property designated in any Deed or recorded map as "Common Area" of Marbrisa Seaside Village. All Common Areas are to be devoted to and intended for the common use and enjoyment of all Owners of Dwelling Units in Marbrisa Seaside Village, their families, guests, persons occupying Dwelling Units as a house guest or tenant, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by said Association.**
- (d) "Dwelling Unit" shall mean and refer to any portion of a building (proposed or constructed) including any land conveyed therewith situated in Marbrisa Seaside Village designed and intended for use and occupancy as a single family residence. It shall mean an improved numbered parcel of land shown on the recorded plat for Marbrisa Seaside Village, Unit One referenced herein and an improved numbered parcel of land shown on any plat for future units or phases of Marbrisa Seaside Village recorded in the Public Records of Indian River County, Florida.**
- (e) "Community or Development" shall mean the real property of Marbrisa Seaside Village described above and any other real property which may hereafter be made subject to this Declaration. "Marbrisa Community" shall mean the real property, now or hereafter, subject to the Declaration of Covenants and Restrictions for Marbrisa and governed by the Umbrella Association.**
- (f) "Party Wall Agreement" shall mean the agreement between adjoining Owners as set forth in Article XIII which shall govern the rights and responsibilities for the maintenance and repair of common walls.**
- (g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Dwelling Unit, but excluding those having such interest merely as security for the performance of an obligation unless and until such interest has been acquired pursuant to foreclosure any proceeding in lieu of foreclosure or judicial sale.**
- (h) "Member" shall mean all those Owners who are members of the Association as provided in Article II hereof.**
- (i) "Maintenance" shall mean the exercise of reasonable care to keep buildings, Dwelling Units, parking areas, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices to promote a healthy environment for optimum plant growth.**

**Section 1.2 Common Areas - The Common Areas are those areas designated as "Common Area" on any plats of, or site plan for Marbrisa Seaside Village, now or hereafter, recorded in the Public Records of Indian River County, Florida. Such Common Areas shall be conveyed by quit claim deed to the Association by the Developer.**

**Section 1.3 Property subject to Covenants and Restrictions.** The property subject to this Declaration of Covenants and Restrictions is that property described in Exhibit "A", such other property as is included in any recorded plat for any additional units or phases of Marbrisa Seaside Village and such other property as may become part of this Community by amendment hereto. The property subject to this Declaration is also subject to and burdened by that certain Declaration of Covenants and Restrictions for Marbrisa recorded in Official Record Book 0790 Page 1386 Public Records of Indian River County, Florida which is incorporated by reference herein. In case of any conflict which cannot be resolved between this Declaration and the Declaration for the Marbrisa Community, the Declaration for the Marbrisa Community shall control except when (1) only members of this Association are affected and (2) property subject to this Declaration is involved. In such event, this Declaration shall control.

**Section 1.4** The use of any gender includes all other genders and the use of the singular includes the plural and vice versa. The headings used herein are for ease of reference only and do not constitute substantive provisions of this Declaration.

## **ARTICLE II ASSOCIATION**

**Section 2.1 -** The Association has been created to provide for the effective and efficient administration of the Common Areas by the Owners in Marbrisa Seaside Village. The Association shall operate, maintain and manage the Common Areas and any other property of the Association, assist in the enforcement of any restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of this Association. A true copy of the Articles of Incorporation and of the By-Laws of the Association are attached hereto as Exhibit "B" and "C" and incorporated by reference herein. The Association shall serve as the legal entity for the representation of the Owners in Marbrisa Seaside Village.

**Section 2.2 -** Every Owner of a Dwelling Unit which is subject to assessments within Marbrisa Seaside Village shall automatically become a member of the Association upon acquisition of an ownership interest in any Dwelling Unit. Each Dwelling Unit shall be entitled to one vote in Association business. When more than one person holds an interest in any Dwelling Unit, the vote for such Dwelling Unit shall be cast as may be set forth in the Articles of Incorporation and/or the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit which is subject to assessment. The membership of such Owner shall terminate automatically at the time that such Owner divests himself or is divested of such ownership interest or title to such Dwelling Unit, regardless of the means of divestment.

**Section 2.3 -** No person, corporation, or other entity holding any lien, mortgage or other encumbrance upon any Dwelling Unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other entity which acquires title to a Dwelling Unit either by foreclosure, by voluntary conveyance from its mortgagor or his successors or assigns or judicial sale.

**Section 2.4 -** In the administration, operation and management of the Common Areas and the enforcement of this Declaration, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and



to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the Common Areas and the administration of the aforesaid covenants and restrictions as the Board of Directors may, from time to time, deem appropriate and in the best interests of the Association.

Section 2.5 - Without intending to limit any other right, obligation or duty of the Association under the terms of this Declaration or the Articles of Incorporation and By-Laws of the Association, all Common Areas landscaped by the Developer or the Association within the Community shall be maintained by the Association. Any retaining walls constructed by the Developer or the Association shall be maintained by the Association.

Section 2.6 - The Association shall make available to Owners, mortgagees and to holders, insurers or guarantors of any first mortgage current copies of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**ARTICLE III  
MAINTENANCE EASEMENT AND  
MAINTENANCE OF BUILDING EXTERIOR, SHRUBBERY AND LANDSCAPING**

Section 3.1 - The Association shall have the right of access over, through and upon all of the Dwelling Units for the purpose of maintaining and caring for Common Areas particularly the parking areas, lawns and landscaping, cleaning the roof of buildings and painting the exterior of the buildings. "Maintenance and Care" within the meaning of this Article shall include mowing, irrigating, trimming, edging, spraying and fertilizing of the lawns, resurfacing and restriping parking areas, painting of the exterior of the buildings, and cleaning the roof of the buildings. This easement shall specifically include an easement for the installation and maintenance of the underground irrigation system which shall be connected to the Marbrisa Community irrigation system when available. The Association shall be liable for the cost of all required replacement of sod (as the same shall be determined, from time to time, by the Association in its discretion) in all Common Areas and in areas of the Dwelling Units maintained by the Association hereunder. In the exercise of its discretion in this regard, the Association shall be governed by the principle that all sodded areas shall be fully maintained free from unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the Marbrisa Community.

Section 3.2 - Each Owner shall maintain in good condition and repair the interior of the Dwelling Unit and the party walls shared with other Owners and shall keep same in good, safe, clean, and neat condition. Each Owner shall maintain and keep in good condition and repair any wooden stairs which are part of the Dwelling Unit and shall keep the same in good, safe condition. In some instances, two (2) Owners may share a stair landing for their respective Dwelling Units. In such event, the shared stair landing shall be considered the same as a party wall and all covenants and restrictions contained herein regarding any use, maintenance and repairs of a party wall, shall to the extent applicable, apply to a shared stair landing. In the event the Owner fails to keep the Dwelling Unit or party wall in said condition, the Association shall have the right to mail a written notice to the property address or the last known address of the Owner, advising the Owner of the Dwelling Unit of failure to comply with the above provisions. Failure of the affected Owner to correct the violation(s) within thirty days of the date of mailing of the notice shall give the Association the right, but not obligation, to enter upon the Dwelling Unit and correct the violation, and such entry shall not be deemed a trespass. The cost and expense of the maintenance and repair necessitated by neglect, misuse or negligence of the Owner of the Dwelling Unit or his tenant shall be payable by such

Owner. The Association shall have the further right to assess the affected Owner for the full cost of any service or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Dwelling Unit is subject and said cost shall be a lien upon said Dwelling Unit of the same force and effect as the liens on Dwelling Units for assessments as provided for in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The obligation and responsibility for party walls and the maintenance thereof is more fully described in Article XIII "Party Wall Agreement".

Section 3.3 - In addition to its responsibility for maintenance of the Common Areas, the Association shall maintain a reserve account to resurface and restripe the parking areas and to paint the exterior of the buildings within Marbrisa Seaside Village. This responsibility is to promote consistency in the appearance of the buildings located within Marbrisa Seaside Village. All such work shall be performed at such times as the Association, in its sole discretion, determines the same to be necessary. In the event that the need for painting is caused through the willful or negligent acts of an Owner or the family, guests, tenants or invitees of the Owner of a Dwelling Unit, the cost of such painting shall be added to and become part of the assessment to which such Dwelling Unit is subject and such cost shall be a lien upon the Dwelling Unit of the same force and effect as the lien for assessments. The exterior coloration of each building housing Dwelling Units shall be uniform but coloration of individual buildings may be different. All other exterior maintenance of the Dwelling Unit shall be the responsibility of the Owner.

Section 3.4 - No trees, plants, shrubbery or landscaping effects of any kind shall be installed by any Owner without the prior written consent of the Association, except inside the confines of any walls of the Owner's property. The Association shall maintain the lawns, shrubbery and landscaping in the Common Areas and in the front, rear and side yards of the Dwelling Units including fertilizing, mowing, edging, sod replacement and trimming at such times as the Association, in its sole discretion, determines to be necessary. Each Dwelling Unit shall connect to the Marbrisa Community irrigation system when it is available. Courtyards and patio landscaping of an individual Dwelling Unit, if any, shall be deemed to be private areas with maintenance thereof being the responsibility of the individual Owner.

#### ARTICLE IV UTILITY/SERVICE EASEMENT

Section 4.1 - To provide for the adequate delivery of municipal services to Marbrisa Seaside Village, the Developer, for valuable consideration, does hereby grant, bargain and convey unto the Town of Indian River Shores, a Florida municipal corporation, its licensees, agents, successors and assigns, the right of ingress and egress and easements over, under, across and upon the Common Areas of Marbrisa Seaside Village for the purpose of furnishing all municipal services provided, franchised or contracted by the Town, including but not limited to, police protection, fire protection, water, sewer, garbage collection and inspection by Town Inspectors. Further, the Developer grants unto the Town of Indian River Shores, any provider of cable television service, natural gas, water, sewer, electricity, garbage collection and telephone service, the right of ingress and egress and easements over, under, across and upon all of the Common Areas of Marbrisa Seaside Village for the purpose of constructing, installing, maintaining, providing and servicing all of the utilities and all utility type services for Marbrisa Seaside Village.

Section 4.2 - The Developer and/or the Board of Directors of the Association reserve the right to grant such additional easements for (including but not limited to) irrigation, wells, pumps, electric, gas, water or other utility easement or to relocate any existing utility easement onto any portion of the property as the Developer and/or the Board of Directors of the Association shall deem necessary or desirable for the proper

operation and maintenance of Marbrisa Seaside Village or any portion thereof, or for the general health or welfare of the Owners. Notwithstanding any other clause of this Declaration, each Dwelling Unit and the Common Areas shall be subject to easements for public protection, garbage and trash removal, water and sewer system, electric and gas service, cable television, telephone and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Dwelling Unit or the Common Areas in furtherance of such easement.

#### ARTICLE V PROPERTY RIGHTS

Section 5.1 - Every Owner including the Owner's family, guests, tenants and invitees shall have a right and is hereby granted a perpetual non-exclusive easement of ingress and egress over and across the Common Areas including parking areas and of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Dwelling Unit subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas 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 2/3rds of the Members has been recorded except as may be provided otherwise herein.

Section 5.2 - Any Owner may delegate, in accordance with the By-Laws, the Owner's right of enjoyment to the Common Areas and facilities to the Members of the Owner's family, tenants, or contract purchasers who reside in Marbrisa Seaside Village.

#### ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 - Each Owner, whether the Owner is in possession of the Dwelling Unit, shall, by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to have covenanted and agreed to all the terms, covenants, conditions, restrictions and other provisions of this Declaration and to have agreed to pay promptly to the Association or its successors or assigns the following:

- (a) All monthly assessments or charges and,
- (b) All special assessments or charges for the purposes set forth in this Article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The monthly and special assessments (together with such interest thereon and the cost of collection including reasonable attorney's fees) shall be a continuing lien on the Dwelling Unit against which the assessment is made and shall also be the personal obligation of the person who was the Owner of such Dwelling Unit at the time when the assessment first became due and payable. Both monthly and special assessments established by the Board must be fixed at a uniform rate for all Dwelling Units. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Dwelling Unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorney's fees.

Section 6.2 - The assessments levied by the Association shall be used exclusively for the recreation, health, safety and welfare of the residents and for the improvement, maintenance, administration, operation, enhancement, enlargement, and operation of the Common Areas and other Association property including the cost of resurfacing and restriping parking areas, for the costs of painting the exterior of the building and cost of maintaining landscaping on Common Areas to be performed hereunder by the Association, to provide for the effective management, administration and operation of the Association; and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes (including special tax districts, if any), governmental assessments, common insurance premiums, construction of improvements, repairs, replacements, and acquisitions of additions to the Common Areas, and other Association property, payment of the cost of acquired labor, services, equipment, materials, management, and supervision necessary to carry out the authorized functions of the Association and for the payment of principal, interest and other charges connected with loans made to or assessed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages, if any, covering the Common Area. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years except as may be limited elsewhere herein. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to the extent which would violate the Association's non-profit status. The Association, however, shall maintain, establish and provide for an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and all other property which the Association is required to maintain, replace or repair hereunder. Such reserve fund shall be maintained out of the regular monthly assessments.

Section 6.3 - The initial regular monthly assessment is hereby set at a maximum of \$116.00 per month per Dwelling Unit. Dwelling Units owned by Developer shall not be subject to assessments, either regular or special. The assessment shall be due starting the first day of the first month after closing with the Developer. Such Owner shall commence paying the regular monthly assessment in force and effect on that date. The Developer shall determine the amount of the assessment until the Owners, excluding the Developer, have 75% of the votes in the Association or December 31, 1990, whichever occurs first, but Developer agrees that during such period the assessment shall not exceed \$174.00 per month per Dwelling Unit. After said event has occurred, regular monthly assessments shall be determined at the annual budget meeting of the directors of the Association. If a budget is adopted by the Board of Directors which requires an assessment against the Unit Owners exceeding One Hundred Fifteen (115%) percent of the assessment for the preceding year, the Board of Directors shall call a meeting of the members as provided in the By-Laws giving at least ten (10) days notice, at which meeting the budget must be approved by 75% of the voting members in attendance in person or by proxy. If the proposed budget is not approved, a substitute budget shall be adopted as may be provided in the By-Laws. At the time of conveyance of each Dwelling Unit from the Developer, the purchaser shall contribute the sum equal to two times the current monthly assessment to the Association as working capital. This working capital shall be collected at closing and delivered to the Association for its use to meet unforeseen expenditures or to acquire additional equipment or reserves deemed desirable. The working capital contribution is in addition to the monthly and special assessments.

Section 6.4 - Nothing herein shall prohibit the Owner of a Dwelling Unit from leasing or renting such Dwelling Unit. In that event, the Lessor may deliver his written proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as may be provided in the By-Laws.

**Section 6.5 - Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at highest rate of interest allowed by law from time to time until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the Dwelling Unit and other property of the Owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the Common Areas, by abandonment of the Dwelling Unit, by extended absence from the Community, or by or for any other reason.**

**Section 6.6 - The Association, upon written request of any Owner, shall furnish to a prospective purchaser, mortgagee or other authorized person a statement of the current status of the assessments on such Owner's Dwelling Unit. When executed by any officer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.**

**Section 6.7 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be paid or applied by the Association, at the discretion of the Board of Directors, towards the payment of any costs and expenses related to the purpose of the assessments set forth in Section 6.2. Revenue collected by the Association from an Owner of a Dwelling Unit may be co-mingled with monies collected from other Owners.**

**Section 6.8 - Although all funds and other assets of the Association and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to such funds and assets, except as an appurtenance to his Dwelling Unit. When an Owner ceases to be a member of the Association by reason of his divestment of his ownership interest in the Dwelling Unit, by whatever means that occurs, the Association shall not be required to account to that Owner for any share of the funds or assets of the Association.**

**Section 6.9 - In the event that any first mortgagee shall acquire title to any Dwelling Unit by virtue of foreclosure, judicial sale or a deed in lieu of foreclosure, then such person or entity who acquired title shall not be liable or obligated for the payment of any assessments which are in default and delinquent at the time title was acquired. Any first mortgagee, person or other entity acquiring title to a Dwelling Unit as contemplated in this provision shall be liable and obligated for such assessments as may accrue and become due subsequent to the date of acquisition of such title.**

**Section 6.10 - Recognizing that proper management and operation of the Common Area (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted the right of lien upon all real property within the Community and the present and future interests of each member of the Association in the Common Areas and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and any other right of lien created herein, and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees at trial and on appeal, which may be incurred by the Association in enforcing any such lien or the provisions of this Declaration.**

**Section 6.11 - Any lien established herein may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. Any lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may**

be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest on such payments or advances made, from time to time, computed at the highest legal rate of interest on all such payments or advances.

Section 6.12 - All persons, firms, corporations, and other entities, which shall acquire, by whatever means, any interest in the ownership of any Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance on a Dwelling Unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other entities shall acquire their rights, title and interest in and to said Dwelling Unit expressly subject to the lien rights provided herein.

Section 6.13 - Any liens created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Indian River County, Florida, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect for the maximum time allowed by law or until all sums secured by the lien have been fully paid whichever event occurs first. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon and any other right of lien, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by any officer of the Association. The claim of lien filed by the Association shall be subordinate to any lien, any other encumbrance or any claim of lien if the lien, encumbrance or claim of lien is recorded prior to the Association's claim of lien.

#### ARTICLE VII AMENDMENT, TERMINATION AND ENFORCEMENT

Section 7.1 - The Developer hereby reserves the right to amend, modify, rescind or terminate, in whole or in part these restrictions and this document as it, in its sole discretion, deems necessary or desirable so long as it is (a) Owner of seventy-five (75%) percent of the total proposed Dwelling Units in the Community, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Community. This right of amendment specifically includes without limitation the right to add more Dwelling Units to the property subject hereto or annex property to be subject to these restrictions.

Section 7.2 - In addition to the manner of amendment set forth in the preceding paragraph, the record Owners of seventy-five percent (75%) of Dwelling Units in Marbrisa Seaside Village (including the Developer) may amend, modify, rescind or terminate such provisions of this Document as they deem necessary or desirable:

Section 7.3 - In the event of amendment under Section 7.2, above, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting of the Association duly called and at which a quorum was present in person (or by proxy) and that at least seventy-five percent (75%) vote of the Owners voting approved the amendment modification or other action contemplated in Section 7.2. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Indian River County, Florida. It shall not be necessary for the Owners to join in any document to effectuate such amendment.

Section 7.4 - The Developer, the Association or any Owner may enforce these covenants and restrictions by any proceeding at law or in equity including but not limited to an action at law for damages, or a proceeding for injunctive relief. All costs of enforcement, including reasonable attorney's fees at trial and on appeal, shall be borne by the non prevailing party. Failure of any person or entity to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

**ARTICLE VIII  
USE OF COMMON PROPERTY**

Section 8.1 - The Common Areas as described herein, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Owners within the Community for the use of such Owners and the use of their families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of the Owners. By accepting any instrument of conveyance or by taking possession or occupancy of any Dwelling Unit in the Community, each person agrees to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all Common Area and recreational facilities now existing or which may hereafter be designated.

Section 8.2 - Any Common Area located within Marbrisa Seaside Village designated as a drainage retention area or any Common Area or part thereof designated as a drainage retention area on any final site plan approved by the Town of Indian Rivers Shores shall be preserved in its natural state. Any such drainage retention area may not be filled, altered, modified or changed in any way by Developer or the Association without the express prior consent of the Town of Indian River Shores.

**ARTICLE IX  
GARBAGE AND TRASH DISPOSAL**

Section 9.1 - No garbage, refuse or rubbish shall be deposited or kept on any Dwelling Unit except in a suitable container. A dumpster type receptacle may be located in the Common Area. If a dumpster type receptacle is located in the Common Area, the Association shall pay the cost of pickup and receptacle rental. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**ARTICLE X  
COVENANTS AGAINST PARTITION  
AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Section 10.1 - Recognizing that the full use and enjoyment of any Dwelling Unit within the Community is dependent upon the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interests of all of the Owners that the membership rights in the Common Areas be retained by the Owners of Dwelling Units, it is therefore declared that the membership rights of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall exist no right to transfer the membership rights in the Common Areas in any manner other than as an

appurtenance to and in the same transaction with, a transfer of title to or lease of the Dwelling Unit in the Community, provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the Common Areas to the Owners of Dwelling Units within Marbrisa Seaside Village for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a Dwelling Unit in Marbrisa Seaside Village shall include the membership rights in all Common Areas appurtenant to Marbrisa Seaside Village whether such membership rights shall have been described or referred to in the deed by which said Dwelling Unit is conveyed.

#### ARTICLE XI COVENANTS TO RUN WITH LAND

Section 11.1 - The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Dwelling Unit and any appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives, successors, and assigns of each Owner. This Declaration shall be binding and in full force and effect for a period of thirty years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument signed by seventy-five (75%) percent of the then record Owners of the Dwelling Units in Marbrisa Seaside Village is recorded containing the agreement of the Owners with respect to the alteration, change, modification or repeal, in whole or part, of the provisions of this Declaration. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions hereof which shall remain in full force and effect.

#### ARTICLE XII OPTIONS PRIOR TO TRANSFER OF ASSOCIATION RIGHTS

Section 12.1 - In each instance where this document grants to the Association certain rights, privileges, authority or options, said rights, privileges, authority or options shall be exercised exclusively by the Developer in the same manner as if the Developer had been named in each such instance instead of the Association until such time as the Developer is the Owner of less than twenty-five (25%) percent of the Dwelling Units in Marbrisa Seaside Village. Provided, however, the Developer, in its sole discretion, from time to time, prior to the date when it owns less than said twenty-five (25%) percent, may partially or fully relinquish any or all of its rights, privileges, authority or options in favor of that Association to be thereafter exercised exclusively by the Association. Notwithstanding the foregoing, or anything else contained herein to the contrary, the Developer shall transfer control of the Association to the Owners no later than the first of the following events to occur:

- a. Four (4) months after 90% of the total Dwelling Units in the Community have been conveyed to Owners; or
- b. Five (5) years after conveyance of the first Dwelling Unit.

#### ARTICLE XIII PARTY WALL AGREEMENT

Section 13.1 - Marbrisa Seaside Village will be improved by building thereon multi-unit structures consisting of 33 Dwelling Units separated by common walls unless additional property is made subject to this Declaration as provided herein. The center line of said common walls is the common boundary of the individually owned Dwelling Units and said common walls are referred to herein as party walls.



It is contemplated that the Dwelling Units will be individually owned and may at some future date be owned by different persons. Therefore, the following protective covenants and restrictions are hereby established, declared and prescribed which shall run with the land and shall be binding upon the Developer, its successors and assigns, and any persons having an interest whatsoever in individually owned Dwelling Units, their heirs, successors and assigns; said persons or Owners sometimes referred to herein collectively as "parties", and the Owner or Owners of one Dwelling Unit being referred to as the "party".

- (a) The walls between the Dwelling Units shall be party walls, and all Owners shall have the right to use the same jointly as hereinafter set forth. The term "use" shall and does include normal interior usage such as plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacements of the original structure materials forming said wall.
- (b) Any party removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the other party in the walls and shall save the other party harmless from all damage caused thereby to improvements then existing.
- (c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the party wall in proportion to such use except as otherwise provided herein. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the party wall shall restore it and if other Owners make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from others under any rule of law regarding liability for negligent acts or omissions.
- (d) Each Owner in a building grants to all other parties, a perpetual easement for necessary access to and from each individually owned Dwelling Unit, specifically including underground easements for water and sewer, easements for power, telephone, cable television and any other sub-feed lines installed either beneath the ground floor slab, through the attic space of any building or on or under any individually owned real property. Any expense occasioned by necessary access of authorized personnel of any utility companies serving the building will be shared equally by the parties. In the event that any portion of any structure as originally constructed or as a result of settlement or movement of the structure including any party wall, shall protrude over an adjoining unit, such structure or party wall shall not be deemed to be an encroachment upon the adjoining Dwelling Unit. Owners shall neither maintain any action for the removal of a party wall or projection nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that such Owner or Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or party wall.
- (e) As long as there shall be a mortgage or mortgages upon any of the parcels described above, the provisions of this paragraph shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of the other party's property by either party shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.
- (f) Each Owner shall keep his Dwelling Unit insured. Annually, each Owner shall submit a copy of the hazard insurance policy on his Dwelling Unit to the Board of Directors of the Association, providing proof of insurance equal to or better than the minimum coverage established for Dwelling Units, from time to time by the Board of Directors. In the event of any fire or other casualty which would cause the destruction (partial or complete) of any Dwelling Unit the Owner shall be required to restore his Dwelling Unit to its original state. In the event of a fire or other casualty causing total destruction of a building and all Dwelling Units therein there would be a like requirement to rebuild unless there is a unanimous decision by those effected, including any mortgagees, not to rebuild. If all effected agree not to rebuild, those Owners would be required to return the site of their building back to its natural

state by removing all debris, slabs and driveway and/or parking lots. Those effected Owners must then convey title to their Dwelling Unit to the Association. The Association budget would then be reviewed by the Board and adjustments therein made as appropriate.

- (g) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done promptly and in a workmanlike manner, and consent is hereby given to enter on adjacent property to effect necessary repairs and reconstruction. In the event of any dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of costs thereof, then, upon written request of one such Owner addressed to the Association, the matter shall be submitted to the Association Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.
- (h) Any and all additional easements shall be supplemental to this agreement and not in derogation of any covenants herein contained.
- (i) Painting of the individual buildings shall be done uniformly and at the same time for the entire building. The expense of such painting will be paid from a special reserve account that has been created by the Association for said painting. Any expense of painting above the balance in this special reserve shall be paid by special assessment.
- (j) In connection with Sub-Paragraph (g) above any repair and replacement of a party wall that is not occasioned by the negligence or willful acts of a party shall be done at the joint expense of the party wall Owners.
- (k) The cost of repair and replacement of a party wall shall be the sole expense of the party who is an Owner of the said facility if the said repair and/or replacement results from the negligence or willful acts of said Owner.
- (l) Any party who is an Owner of a party wall and who fails to pay his share of repair and/or replacement costs of such a party wall shall be subject, and his property shall be subject to the same lien provisions as are contained in Article VI hereof and in the By-Laws of the Association, and the party's liability for his share of repair or replacement costs shall be treated as an assessment under the said By-Laws.
- (m) In the event of maintenance, replacement and/or reconstruction of a party wall the same shall be performed in such a manner as to cause the maintenance, replacement and/or reconstruction of the party wall to be in the same manner and location as originally built. Nothing herein contained shall be construed to mean that such reconstruction may occur without being in compliance with the Town of Indian River Shores' code of ordinances.
- (n) The exterior maintenance of any party wall or other improvement as set out herein shall be controlled by this Declaration.

#### ARTICLE XIV DEVELOPER'S RIGHTS

Section 14.1 - It is acknowledged that the performance by the Association of its duties hereunder, and the exercise of its rights is for the benefit of the Owners subject to these restrictions as well as for the benefit of the Developer. Accordingly, if the Association shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, Developer, in its own name or in the name of the Association shall have the right, but not the obligation, to perform any of the Association's duties and to exercise any of the Association's rights arising out of or made necessary by the performance of such duties.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

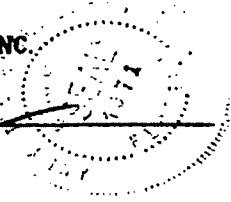
Suellen Pope  
Arlene Parson

WITNESSES:

Suellen Pope  
Arlene Parson

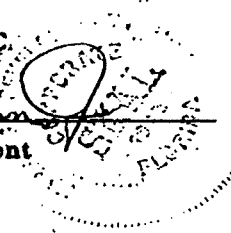
MARBRISA, A JOINT VENTURE  
By: BRANDYWINE ENTERPRISES, INC.

BY: Wayne G. Sanborn  
Wayne G. Sanborn, President  
Partner



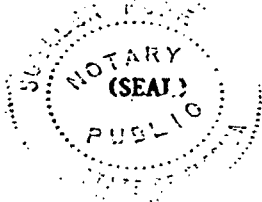
By: MARBRISA DEVELOPMENT, INC.

BY: Charles K. Brown, Jr.  
Charles K. Brown, Jr., President  
Partner



STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June 1988, by Wayne G. Sanborn as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation and Partner and by Charles K. Brown, Jr. as President of MARBRISA DEVELOPMENT, INC., a Florida Corporation and Partner on behalf of the respective corporations and on behalf of the partnership.



Suellen Pope  
Notary Public, State of Florida  
My commission expires: Notary Public, State of Florida  
My Commission Expires Dec. 14, 1991  
Bound Thru Troy Fair - Insurance Inc.

JOINDER AND CONSENT OF MORTGAGEE

Marbrisa Seaside Village

FLORIDA NATIONAL BANK, a National banking corporation, 801 North Orange Avenue, Orlando, Florida, hereinafter called the "Mortgagee", is the owner and holder of that certain Mortgage dated August 18, 1987, and recorded in Official Records Book 776, Page 1517, Public Records of Indian River County. The referenced Mortgage encumbers the lands described in the mortgage. The Mortgagee hereby consents to and joins in the Declaration of Covenants and Restrictions for Marbrisa Seaside Village and agrees that the lien of its Mortgage is subject, in all respects, to the Declaration.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by Mortgagee or the priority of the lien created thereby and the sole purpose of this joinder and consent is to acknowledge the consent and joinder of said Mortgagee to the Declaration as hereinabove provided.

EXECUTED this 9<sup>th</sup> day of June, 1988.

Witnesses:

Deana F. Walker

J. Oak

FLORIDA NATIONAL BANK

By: [Signature]  
Title: Sr. Vice President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Joinder of Mortgagee was acknowledged before me this 9<sup>th</sup> day of June, 1988, by Peter B. Babiarz as Sr. Vice President of Florida National Bank and (s)he acknowledged that (s)he executed the same on behalf of the corporation.

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 13, 1992  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**EXHIBIT "A"**  
**to the Covenants and Restrictions for Marbrisa Seaside Village**  
**Legal Description**

A parcel of land lying in Government Lot 4, Section 36, Township 31 South, Range 39 East, Indian River County, Florida, lying East of State Road A-1-A and more particularly described as follows: From the Northwest corner of Government Lot 4 run North 89° 31' 47" East along the North line of the aforesaid Government Lot 4 a distance of 969.34 feet to intersect with the East right-of-way line of State Road A-1-A and the Point of Beginning. From the Point of Beginning continue North 89° 32' 14" East along the North line of Government Lot 4 a distance of 572.79 feet to intersect with the approximate mean high water line; thence run South 23° 52' 03" East along the approximate mean high water line a distance of 221.54 feet; thence run South 65° 12' 31" West a distance of 363.06 feet; thence run North 24° 47' 29" West a distance of 27.00 feet; thence run South 65° 12' 31" West a distance of 155.29 feet to intersect with the aforesaid East right-of-way line of State Road A-1-A; thence run North 24° 47' 29" West along the East right-of-way line of State Road A-1-A a distance of 430.48 feet to the Point of Beginning.

STATE OF FLORIDA }  
COUNTY OF INDIAN RIVER }

I HEREBY CERTIFY that I have compared the foregoing with the original of which it purports to be a copy, and find it to be a true and correct copy.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of March 2018.

Sheila R Jensen  
Notary Public, State of Florida

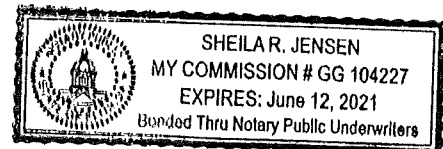


EXHIBIT "B"



I certify that the attached is a true and correct copy of the Articles of Incorporation of MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 23, 1987, as shown by the records of this office.

The document number of this corporation is N23141.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
23rd day of October, 1987.



A handwritten signature in cursive script, appearing to read "Jim Smith".

Jim Smith  
Secretary of State

CR2E022 (10-85)

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit, pursuant to Chapter 617 of the Florida Statutes.

FILED  
1991 OCT 23 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE 1  
NAME

1.1 The name of the corporation shall be MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC., a corporation not for profit, hereinafter referred to as "Association" or "Corporation."

ARTICLE 2  
PURPOSE AND OBJECTS

2.1 The purpose and objects of the Corporation shall be to administer the operation and management of Marbrisa Seaside Village, a single family cluster home community, which community is to be established by MARBRISA, a joint venture, upon real property in Indian River Shores, Indian River County, Florida, as described in the Declaration of Covenants and Restrictions for Marbrisa Seaside Village which community is within and part of the Marbrisa subdivision; to undertake the performance of the acts and duties incident to the administration, operation and management of the community, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration of Covenants and Restrictions for Marbrisa Seaside Village, which will be recorded in the Public Records of Indian River County, Florida; and to own, operate and lease land and facilities of every nature.

2.2 The Association shall make no distribution of income to its members, directors or officers, its business being conducted as a non-profit organization for the benefit of its members.

ARTICLE 3  
POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit, not in conflict with these Articles.

3.2 The Association shall have all the powers and duties set forth in these Articles and the applicable Declaration of Covenants and Restrictions except as limited by the laws of the State of Florida and all of the powers and duties reasonably necessary to operate the community pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the following:

a. To make and collect assessments against members, as owners, to defray the costs, expenses and losses of the Association and to use the proceeds of assessments in the exercise of its powers and duties.

b. To purchase insurance upon the Association property and insurance for the protection of the Association and its members.

c. To maintain, repair, replace, operate and manage the property of the Association, including the right to construct improvements after casualty, and to make further improvements of the Association property.

d. To contract for the management of the Association, and to delegate to such manager all of the powers and duties of the Association, except those which may be required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or membership of the Association. To employ personnel to perform the services required for proper operation of the Association.

e. To enforce the provisions of the governing Declaration of Covenants and Restrictions, these Articles of Incorporation, the By-Laws which may hereafter be adopted, and the rules and regulations governing the use of the Association property and the community as the same may hereafter be established. To make and amend reasonable rules and regulations regarding the community governed by this Association.

f. To acquire, hold, mortgage, pledge, improve, operate, maintain, sell, convey, lease, transfer, exchange, dedicate to public use or otherwise dispose of real and personal property in connection with the affairs of the Association; to enter into agreements of every nature, whereby the Association acquires memberships and other possessory use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the community; and to provide enjoyment, recreation or other use and benefit to the villa owners all as may be deemed by the Board of Directors to be in the best interests of the Association.

g. To exercise all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the governing Declaration of Covenants and Restrictions.

#### ARTICLE 4 QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

4.1 The members of the Association shall consist of the undersigned subscribers and such other persons as may, from time to time, be admitted to membership by the Board of Directors of the Association in accordance with the provisions of the By-Laws. Each villa owner shall automatically be a member of the Association upon acquiring title to any villa unit in the community.

#### ARTICLE 5 TERM OF EXISTENCE

5.1 The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statute, Chapter 617, as amended.

#### ARTICLE 6 PRINCIPAL OFFICE

6.1 The principal office of the Association shall be located at 345 North Woodland Boulevard, Suite 326, DeLand, Florida. The Association, however, may maintain offices and transact business in such other places within and without the State of Florida as may, from time to time, be designated by the Board of Directors.

#### ARTICLE 7 NAMES AND RESIDENCES OF SUBSCRIBERS

7.1 The names and residences of the subscribers to these Articles are as follows:

<u>Name</u>	<u>Address</u>
CHARLES E. BROWN JR.	24 Forest Creek Est. DeLand Springs, Florida.



WAYNE G. SANBORN

1114 Yorktown Place  
DeLand, Florida

KEVIN T. HASSEN

1014 East Michigan Avenue  
DeLand, Florida

**ARTICLE 8  
OFFICERS AND DIRECTORS**

8.1 The affairs of this Corporation shall be managed by a governing board called the Board of Directors who shall be elected at the annual meeting of the Association. Vacancies on the Board of Directors may be filled until the next annual meeting, in such manner as provided by the By-Laws. The Board of Directors shall consist of three (3) persons initially. The number of directors may be increased or decreased, from time to time, by By-Laws adopted, but it shall never be less than three (3). The officers shall be: A President, Vice President, Secretary and Treasurer. The officers shall be elected by the Board of Directors. The officers and board members shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the By-Laws of the Association.

**ARTICLE 9  
NAMES OF OFFICERS**

9.1 The names of the officers who are to serve until the election next following the filing of these Articles of Incorporation, pursuant to Florida Statutes Chapter 617, as amended, are as follows:

Name	Office
CHARLES K. BROWN JR.	President
WAYNE G. SANBORN	Vice President
KEVIN T. HASSEN	Secretary/Treasurer

**ARTICLE 10  
NAMES AND ADDRESSES OF DIRECTORS**

CHARLES K. BROWN JR.	24 Forest Creek Run DeLeon Springs, Florida
WAYNE G. SANBORN	1114 Yorktown Place DeLand, Florida
KEVIN T. HASSEN	1014 East Michigan Avenue DeLand, Florida

**ARTICLE 11  
REGISTERED AGENT**

11.1 Pursuant to the requirements of Florida Statute 617.023, BRANDYWINE ENTERPRISES, INC., 345 North Woodland Boulevard, Suite 326, DeLand, Florida, is designated as resident agent or registered agent.

**ARTICLE 12  
INDEMNIFICATION**

12.1 Every board member and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceedings to which he may

THIS INSTRUMENT IS NOT  
SUITABLE FOR MICROFILMING

**O.R. 801 PG 2688**

be party, or in which he may become involved by reason of his being or having been a member of the Board of Directors or officer except in such cases wherein the board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the board member or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement or reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such board member or officer may be entitled.

**ARTICLE 13  
AMENDMENTS TO ARTICLES OF INCORPORATION**

13.1 Any amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the board members, or by the members of the Corporation owning a majority of the villa units, whether meeting as members or by instruments in writing signed by them.

13.2 Upon any amendments to these Articles being proposed by the Board of Directors or members, such proposed amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed amendments.

13.3 The Secretary of the Corporation shall give to each member written or printed notice of such meeting, stating the time and place of the meeting, and reciting the proposed amendments in reasonably detailed form. Such notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid.

13.4 Any member may, by written waiver of notice signed by such member, waive such notice. Such waiver, when filed with the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

13.5 At such meeting, the amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five percent of the villa units in order for such amendment to become effective. Thereupon, such amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida. Upon registration of such amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Indian River County, Florida, within ten (10) days from the date on which the same are so registered.

13.6 At any meeting held to consider such amendments of these Articles, the written vote of any Association member 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 Association Secretary at or prior to such meeting.

**ARTICLE 14  
BY-LAWS**

14.1 The By-Laws of this Corporation may be made, altered or rescinded, from time to time, in whole or in part, as set forth in the By-Laws.

**O. R. 801 PG 2689**

THIS INSTRUMENT IS NOT  
SUITABLE FOR MICROFILMING

ARTICLE 15  
MISCELLANEOUS

15.1 A membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the villa unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the Corporation in accordance with the governing Declaration of Covenants and Restrictions, and the vote may not be divided between plural owners of a single membership, except as may otherwise be provided in the Declaration of Covenants and Restrictions for Marbrisa Seaside Village or the By-Laws.

15.2 The members of this Association shall be subject to all of the terms, conditions, restrictions and covenants contained in the Declaration of Covenants and Restrictions for Marbrisa Seaside Village, these Articles of Incorporation, and the By-Laws, including subject to assessments for the costs and expenses of the Association. The By-Laws of the Association may not change or alter this provision.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 20<sup>th</sup> day of OCTOBER, 1987.

Charles K. Brown Jr.  
Charles K. Brown Jr.

Wayne G. Sanborn  
Wayne G. Sanborn

Kevin T. Hassen  
Kevin T. Hassen

STATE OF FLORIDA:  
COUNTY OF VOLUSIA:

I HEREBY CERTIFY that on this day, before me, a notary public authorized in the State and County named above to take acknowledgements, personally appeared CHARLES K. BROWN JR., WAYNE G. SANBORN and KEVIN T. HASSEN, to me known to be the persons described in and who acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of OCTOBER, 1987.

Walter Pope  
NOTARY PUBLIC, State of Florida

(SEAL:

My commission expires:

Notary Public, State of Florida  
My Commission Expires Dec. 14, 1987  
Bonded thru 1987 Fall: insurance, fee

ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED CORPORATION, having been named to accept service of process for the above stated corporation, at the place designated in Article 11 herein, hereby accepts to act in this capacity and agrees to comply with the provisions of Florida Statutes relative to keeping open said office.

BRANDYWINE ENTERPRISES, INC.

By:   
President

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF INDIAN RIVER }

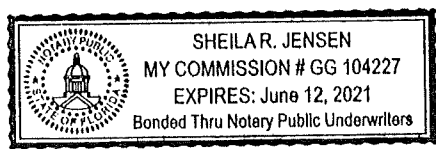
I HEREBY CERTIFY that I have compared the foregoing with the original of which it purports to be a copy, and find it to be a true and correct copy.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of

March, 2018

  
Notary Public, State of Florida

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



## EXHIBIT "C"

### BY-LAWS

#### OF

### MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC.

#### ARTICLE I. IDENTITY

These are the By-Laws of MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, having overall management and administrative responsibilities for Marbrisa Seaside Village and particularly the Common Areas contained therein. The Association is not a condominium association subject to the Condominium Act.

##### 1.1 Principal office.

The principal office of the Association shall be at 8301 North A-1-A, Indian River Shores, Florida, 32963 or at such other place as may be designated by the Board of Directors.

##### 1.2 Fiscal year.

The Association fiscal year shall be the calendar year.

##### 1.3 Seal.

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

##### 1.4 Definitions.

For convenience, these By-Laws shall be referred to as the "By-Laws"; the articles of incorporation of the Association as the "Articles"; and the declaration of covenants and restrictions as the "Declaration". The other terms used in these By-Laws shall have the same definitions and meaning as those set forth in the Declaration and the Articles, unless provided to the contrary in these By-Laws, or unless the context otherwise requires. Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

#### ARTICLE II. MEETINGS OF MEMBERS AND VOTING

##### 2.1 Annual meeting.

The annual meeting of members shall be held in the month of March of each year on the date within such month and at the place and time determined by the Board of Directors. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

##### 2.2 Special meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least ten (10%) percent of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting and the business conducted at any special meeting shall be limited to the matters stated in the notice for it.

##### 2.3 Notice of annual meeting.

Written notice of the annual meeting shall be mailed to each member at least fourteen (14) days and not more than sixty (60) days before the annual meeting. A certificate of mailing signed by the Association Secretary shall be submitted as proof of the mailing. Members may waive notice of the annual meeting.

##### 2.4 Notice of special meetings, generally.

Notice of special meetings shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes

for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten (10) days or more than thirty (30) days before the date of the meeting, either personally or by first class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association. A certificate of mailing signed by the Association Secretary shall be submitted as proof of the mailing.

**2.5 Quorum.**

Except as otherwise provided herein, the presence of a majority of the members shall constitute a quorum whether such member is present in person or by proxy.

**2.6 Majority vote.**

In any meeting of members, each Dwelling Unit shall have one voting interest, provided the member is in good standing. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all members for all purposes unless the Declaration, the Articles, or these By-Laws require a larger percentage of vote, in which case that larger percentage shall control. A member in good standing means that the Owner/Member has paid all assessments to the Association that are due and owing as of the time of the vote or other action by the member and that the Owner/Member is in substantial compliance with the Declaration. The Board of Directors or any membership committee appointed by the Board shall determine the member's status.

**2.7 Membership-designation of voting member.**

Persons or entities shall become members of the Association on the acquisition of fee title to a Dwelling Unit. Membership shall be terminated when a person or entity no longer owns a Dwelling Unit. There shall be only one vote per each Dwelling Unit. If a Dwelling Unit is owned by more than one natural person, any record owner of the Dwelling Unit may vote in person or by proxy, provided that there shall be no more than one vote per Dwelling Unit. In the case of conflict among the Owners of the Dwelling Unit, the vote for that Dwelling Unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. In the case of property owned as a tenancy by the entirety, either spouse may cast the vote or each spouse may cast one-half vote, notwithstanding anything herein to the contrary. Ballots may be cast for Dwelling Units owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the Secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership. A proper certificate hereunder shall be valid until revoked or until superseded by a subsequent certificate.

**2.8 Proxies; Powers of Attorney.**

Votes may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the member executing it. The proxy shall be signed by the Owner or Owners (if more than one) or by the appropriate officer of a corporation or partner of a partnership or other designated person mentioned in 2.7, or the duly authorized attorney in fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the

Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a member, properly executed and granting such authority, may exercise the voting interest of that Dwelling Unit. If the proxy expressly provides, any proxy holder may appoint in writing a substitute to act in his place. If no such provision is made, substitution is not authorized.

**2.9 Adjourned meetings.**

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place in the Marbrisa community as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

**2.10 Waiver of notice.**

Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

**2.11 Action by members without a meeting.**

Members may take action by written agreement without a meeting, as long as written notice is given to the member in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. The decision of a majority of the members, or a larger percentage vote as otherwise may be required by the Declaration, the Articles or these By-Laws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

**2.12 Minutes of meetings.**

The minutes of all meetings of members shall be kept in a book available for inspection by members or their authorized representatives, including mortgagees of Owners and board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven years. Members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

**2.13 Order of business.**

The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Call to order.
- (b) Election of a chairman of the meeting, unless the president is present, in which case he shall preside.
- (c) Calling of the roll, certifying of proxies, determination of a quorum.
- (d) Proof of a notice of the meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of committees.
- (h) Appointment of inspectors of election.
- (i) Determination of number of directors.
- (j) Election of directors.
- (k) Unfinished business.
- (l) New business.
- (m) Adjournment.

**ARTICLE III. DIRECTORS**

**3.1 Number and qualifications.**

The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. Directors

need not be members of the Association, provided however, that once there are 20 members in addition to the Developer, 1/3 of the Board must be members of the Association other than the Developer. Once the Developer relinquishes control of the Association, nothing contained herein shall prohibit requiring all Board members to be members. The number of directors shall always be an odd number. The number of directors, however, shall never be less than three. No director (except those elected by the Developer) shall continue to serve on the Board after he ceases to be an Owner or an officer or partner of a corporate or partnership Owner.

### 3.2 Election of directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes. Each member shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the members, a nominating committee of not less than three nor more than five members shall be appointed by the Board of Directors and the committee shall nominate one person for each directorship to be filled. Nominations for additional directorships created at the meetings shall be made from the floor. Other nominations also may be made from the floor.

### 3.3 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members at any annual meeting and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

### 3.4 Vacancies.

Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members, irrespective of the length of the remaining term of the vacating director.

### 3.5 Removal.

Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all members. A special meeting of the members to recall a member or members of the Board of Directors may be called by ten (10%) percent of the members giving notice of the meeting as required by these By-Laws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

### 3.6 Disqualification and resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any board member elected by the members who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board of Directors automatically, effective when accepted by the Board. Any board member more than thirty (30) days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board of Directors.

### 3.7 Organizational meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten days after their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice.



**3.8 Regular meetings.**

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three days before the day named for the meeting with the notice of each meeting posted conspicuously in the Marbrisa community at least 48 hours before the meeting except in an emergency.

**3.9 Special meetings.**

Special meetings of the Board of Directors may be called by the President and, in his absence, by the vice president, and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of each meeting shall be posted conspicuously in the Marbrisa community at least 48 hours before the meeting except in an emergency.

**3.10 Waiver of notice.**

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

**3.11 Quorum.**

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

**3.12 Adjourned meetings.**

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

**3.13 No proxy.**

There shall be no voting by proxy at any meeting of the Board of Directors.

**3.14 Joinder in meeting by approval of minutes.**

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

**3.15 Meetings open to members.**

Meetings of the Board of Directors shall be open to all members of the Association to attend and observe. No member, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. Notice of any meeting of the Board whereat the budget or assessments are to be considered for any reason shall contain a statement to that effect.

**3.16 Presiding officer.**

The presiding officer at Board meetings shall be the president or, in his absence, the vice president, and in his absence, the directors present shall designate any one of their number to preside.

**3.17 Minutes of meetings.**

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members or their

authorized representative including mortgagees of members and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

**3.18 Compensation.**

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

**3.19 Order of business.**

The order of business at meetings of directors shall be:

- (a) Calling of roll.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers (as appropriate).
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

**3.20 Presumed assent.**

A director present at any Board meeting at which action or any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such actions or abstains from voting because of an asserted conflict of interest.

**3.21 Attendance by conference telephone.**

When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by board members and by any members present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

**ARTICLE IV. POWERS AND DUTIES  
OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Declaration, the Articles and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents or employees. The powers and duties of the Board shall include, but shall not be limited to, the following:

**4.1 Maintenance, management and operation of the Association property.** The Board of Directors shall be responsible for the maintenance, management and operation of the Association property and Common Areas and may enter into contracts for discharging this responsibility.

**4.2 Contract, sue or be sued.**

The Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all members concerning matters of common interest, including but not limited to the Common Area and commonly-used facilities.

**4.3 Right of access.**

The Association has the irrevocable right of access to each Dwelling Unit during reasonable hours as necessary for the maintenance, repair or replacement as provided in the Declaration or for making emergency repairs necessary to prevent damage to the Common Areas or to another Dwelling Unit or Units.

**4.4 Make and collect assessments.**

**4.5 Lease, maintain, repair and replace the Common Areas.**

**4.6 Lien and foreclosure for unpaid assessments.**

The Association has a lien on each Dwelling Unit for any

unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Dwelling Unit at the foreclosure sale and to hold, lease, mortgage or convey it.

**4.7 Purchase Dwelling Unit.**

In addition to its right to purchase Dwelling Units at a lien foreclosure sale, the Association generally has the power to purchase Dwelling Units and to acquire, hold, lease, mortgage and convey them. The Association has the power to acquire title to property or interests therein or otherwise hold property for the use and benefit of its members.

**4.8 Grant or modify easements.**

The Association, without the joinder of any Owner, may grant, modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the Common Areas.

**4.9 Adopt rules and regulations.**

The Association may adopt and amend, from time to time, reasonable rules and regulations for the use of Association property and the Common Areas including parking and any recreational facilities serving or within the Community owned by the Association.

**4.10 Maintain official records.**

The Association shall maintain all of the records of the Association, where applicable, pursuant to and as set forth in Article 17 hereof.

**4.11 Obtain insurance.**

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, its property, and the Common Areas.

**4.12 Furnish financial reports to members.**

**4.13 Provide certificate of unpaid assessment.**

Any Owner, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the Owner's Dwelling Unit.

**4.14 Contract for maintenance of the Common Areas.**

**4.15 Pay taxes or assessments against the Common Areas or Association property.**

**4.16 Pay costs of utility services rendered to the Association property and not billed directly to individual Owners.**

**4.17 Employ personnel.**

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Association and may retain those professional services that are required for those purposes.

**4.18 Repair or reconstruct improvements after casualties.**

**4.19 Impose fines.** The Board of Directors may impose fines on Owners in such reasonable sums as they may deem appropriate, not to exceed \$50.00 for violation of the Declaration, these By-laws or lawfully adopted rules and regulations by members or their guests or tenants. See Section 7.9 hereof.

**ARTICLE V. OFFICERS**

**5.1 Executive officers.**

The executive officers of the Association shall be a president, who shall be a director, vice president, who shall be a director, a treasurer and a secretary and such other officers as the Board may from time to time, create by resolution. The officers

shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the directors. A person may hold more than one office except that the president may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors, from time to time, shall elect the officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

**5.2 President.**

The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of president of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he may deem appropriate. He shall preside at all meetings of the Board.

**5.3 Vice president.**

The vice president shall exercise the powers and perform the duties of the president in the absence or disability of the president. He also shall assist the president and exercise those other powers and perform those other duties as shall be prescribed by the directors.

**5.4 Secretary.**

The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required hereunder. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors.

**5.5 Treasurer.**

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

**5.6 Compensation.**

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a director as an employee of the Association or preclude the contracting with a director for the management of the Association.

**ARTICLE VI. FISCAL MANAGEMENT**

**6.1 Board adoption of budget.**

The Board of Directors shall adopt a budget for the Association in advance of each fiscal year at a meeting of the Board called for that purpose at least thirty (30) days before the end of each fiscal year. A copy of the adopted budget shall be furnished to the members at the annual meeting of members.

**6.2 Budget requirements.**

The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association.
- (b) Management fees.

- (c) Maintenance.
- (d) Taxes on Association property.
- (e) Insurance.
- (f) Security provisions.
- (g) Other expenses.
- (h) Operating capital.
- (i) Reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost for such reserve item. Reserves must be included in the proposed annual budget, but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required. If a meeting of members has been called to determine to provide no reserves or reserves less than required and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

#### 6.3 Notice of budget meeting.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the members not less than fourteen days before the meeting at which the budget will be considered. If a budget adopted by the Board of Directors requires an assessment against members in any fiscal year exceeding 115% of the previous year's assessments, the Board shall call a special meeting of members within 30 days and shall be called on not less than 10 days written notice to each member. If the proposed budget is not approved as provided in the Declaration at the special meeting, the members shall consider and enact a substitute budget by not less than a majority vote of the members. If at the special meeting, a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board shall go into effect as scheduled. Provisions for reasonable reserves for repair and replacement of Association property, nonrecurring expenses and assessments for the betterment of Association property shall be excluded from the computation in determining whether assessments exceed 115% of the previous year's assessment.

#### 6.4 Alternative budget adoption by members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the members at a meeting of the members or in writing. If the proposed budget is approved by the members at the meeting or by a majority of all members in writing, the budget shall be adopted.

#### 6.5 Accounting records and reports.

The Association shall maintain accounting records in Indian River County, according to good accounting practices after the Developer no longer controls the Board of Directors. The records shall be open to inspection by members or their authorized representatives including mortgagees of Owners at reasonable times. The records shall include, but are not limited to: (a) accurate, itemized and detailed record of all receipts and expenditures, (b) a current account and a monthly, bi-monthly or quarterly statement of the account for each Owner, designating the name and current mailing address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due, (c) all audits, reviews, accounting statements and financial reports of the Association, and (d) all contracts for work to be performed.

#### 6.6 Depository.

The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only checks or other withdrawal instruments signed by those persons as are authorized by the directors.

**6.7 Fidelity bonding.**

If so decided by the Board, each officer and director of the Association who controls or disburses its funds shall be bonded by a fidelity bond in such principal sum as determined by the Board. The cost of bonding shall be at the expense of the Association.

**ARTICLE VII. ASSESSMENTS AND COLLECTION**

**7.1 Assessments, generally.**

Assessments shall be made against the Owners monthly. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

**7.2 Special assessments.**

The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment, as determined by the Board of Directors, shall be set forth in a written notice of such assessment sent or delivered to each Owner. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners.

**7.3 Charges for other than common expenses.**

Charges by the Association against individual members for other than assessments shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than assessments may be made only after approval of a member or when expressly provided for in the Declaration. These charges may include, without limitation, charges for the use of the Common Areas or recreation facility, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

**7.4 Liability for assessments.**

Each member, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Owner. The Owner shall be liable for all unpaid assessments due and payable up to the time of the transfer of title. A first mortgagee or other purchaser of a Dwelling Unit who obtains title by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit, or who obtains title as a result of a deed given in lieu of foreclosure, together with his successors and assigns, shall not be liable for the share of assessments attributable to the Dwelling Unit or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded before the recording of the foreclosed mortgage. The unpaid share of assessments are common expenses collectible from all of the members, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by abandonment of the Dwelling Unit for which the assessments are made.

**7.5 Assessments, amended budget.**

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

**7.6 Collection: Interest, application of payment.**

Assessments and installments on them, if not paid when they

become due, shall bear interest at the highest lawful rate until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

**7.7 Lien for assessment.**

The Association has a lien on each Dwelling Unit for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records of Indian River County. No such claim of lien (after the claim of lien has been recorded) shall continue to be effective for a period longer than the maximum time allowed by law, unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney fees which are due and which may accrue after recording of the claim of lien and before entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on a Dwelling Unit recorded before it.

**7.8 Collection: suit, notice.**

The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Owner of its intention to foreclose its lien before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Owner or by certified mail, return receipt requested, addressed to the Owner at the last known address.

**7.9 Fines.**

Before levying a fine pursuant to 4.19, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- A. a statement of the date, time and place of the hearing;
- B. a statement of the provisions of the Declaration, these Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and
- C. a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Upon the levying of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected member, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Dwelling Unit.

**VIII. ASSOCIATION CONTRACTS, GENERALLY**

Any contracts made by the Association must be fair and reasonable. All contracts for the operation, maintenance or management of the Association or property serving the members, made by the Association, must not be in conflict with the powers and duties of the Association or the rights of the members. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- A. Specification of the services, obligations, and responsibilities of the service provider.

- B. Specification of costs for services performed.
- C. An indication of frequency of performance of services.
- D. Specification of minimum number of personnel to provide the services contracted for.
- E. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

#### ARTICLE IX. COMPLIANCE AND DEFAULT

##### 9.1 Violations, notice, actions.

In the case of a violation (other than the nonpayment of an assessment) by a member of any of the provisions of the Declaration, the Articles, these By-Laws or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

(a) File an action to recover for its damages on behalf of the Association or on behalf of other members.

(b) File an action for injunctive relief requiring the offending member to take or desist from taking certain actions.

(c) File an action for both damages and injunctive relief.

An Owner may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Declaration, the Articles, these By-Laws or the rules and regulations. The foregoing action may be taken in addition to the Association's right to impose fines under 4.19 and 7.9 of these Bylaws.

##### 9.2 Attorney's fees.

In any action brought pursuant to the provisions of 9.1, the prevailing party is entitled to recover reasonable attorneys' fees and costs.

#### ARTICLE X. ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the Association among members, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's final decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article 9 above.

#### ARTICLE XI. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.



ARTICLE XII. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, the Articles or these By-Laws.

ARTICLE XIII. RULES AND REGULATIONS

13.1 Board may adopt.

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations as provided in 4.9.

13.2 Posting and furnishing copies.

A copy of any rules and regulations adopted by the Board of Directors, and any amendments to existing rules and regulations, shall be furnished to each member. No rule, regulation or amendment shall become effective until thirty (30) days after adoption, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on adoption.

13.3 Reasonableness test.

Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, safety, welfare, happiness and peace of mind of the members and uniformly applied and enforced.

ARTICLE XIV. BY-LAWS DEEMED AMENDED

These By-Laws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of any applicable law as the same may exist from time to time.

ARTICLE XV. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest: (a) the Declaration; (b) the Articles; (c) these By-Laws; and (d) the rules and regulations.

ARTICLE XVI. AMENDMENTS

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

16.1 Notice.

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

16.2 Adoption.

An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third of the members of the Association. The amendment shall be adopted if it is approved by not less than two-thirds of the members of the Association.

16.3 Limitation.

No amendment shall be made that is in conflict with the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of Dwelling Units without their consent.

16.4 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws. The certificate shall identify the book and first page of the Public Records where the Declaration is recorded and shall be executed by the president or vice president and attested by the

secretary of the Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Indian River County.

**16.5 Format.**

Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended.

**XVII. ASSOCIATION OFFICIAL RECORDS.**

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- A. A photocopy of the recorded Declaration and all amendments thereto.
- B. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- C. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- D. A copy of the current rules of the Association.
- E. A book or books containing the minutes of all meetings of the Association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than seven years.
- F. A current roster of all members, their mailing addresses, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Dwelling Unit's ownership, together with a copy of any mortgage thereon and any satisfaction of that mortgage.
- G. All current insurance policies of the Association.
- H. All current copy of any management agreement, or other contract to which the Association is a party or under which the Association or the members have an obligation or responsibility.
- I. The accounting records required in Paragraph 6.5.
- J. Voting proxies, which shall be maintained for a period of one year from the date of the meeting for which the proxy was given.

The official records of the Association shall be maintained in Indian River County after the Developer no longer controls the Board of Directors and shall be open to inspection by any member or the authorized representative including mortgagees of any Owner at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of: (a) any condemnation or casualty loss that affects Dwelling Unit securing its mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Dwelling Unit on which it holds the mortgage; (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of mortgage holders.

**XVIII. RESTRICTION ON AND REQUIREMENTS FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS**

**18.1 Where contained.**

Restrictions on the use, maintenance and appearance of the

Dwelling Units shall be as stated in the Declaration. No amendments to such restrictions shall be contained elsewhere than in the Declaration and may be adopted other than in the manner prescribed in and required by the Declaration.

**18.2 Tests for validity of restrictions.**

Restrictions contained in the Declaration and any amendments duly made as required therein shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

The foregoing were adopted as the By-Laws of Marbrisa Seaside Village Owners Association, Inc., on the 27th day of October, 1987.

**MARBRISA SEASIDE VILLAGE OWNERS  
ASSOCIATION, INC.**

**BY: /S/CHARLES K. BROWN, JR. \_\_\_\_\_  
President**

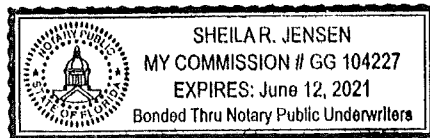
**Attest: /S/KEVIN T. HASSEN \_\_\_\_\_  
Secretary**

STATE OF FLORIDA }  
COUNTY OF INDIAN RIVER }

I HEREBY CERTIFY that I have compared the foregoing with the original of which it purports to be a copy, and find it to be a true and correct copy.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of March 2018.

Sheila R. Jensen  
Notary Public, State of Florida



10.50

**CERTIFICATE OF AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS OF  
MARBRISA SEASIDE VILLAGE**

The undersigned, being the President and Secretary of MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a meeting of all of the owners of Dwelling Units in MARBRISA SEASIDE VILLAGE, duly held the 20th day of March, 1997, in accordance with the requirements of Florida law, and the By-laws of the Association, recorded at Official Record Book 801, beginning at Page 2692, of the Public Records in and for Indian River County, Florida, not less than seventy-five percent (75%) of the property owners affirmatively voted to amend Article II by adding subsections 2.7 and 2.8 as follows:

**ARTICLE II  
ASSOCIATION**

Section 2.7 - No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any Lot, or within a Dwelling Unit; provided, however, domesticated cats, birds, fish and/or one (1) domesticated dog may be kept provided such pets are not kept, bred or maintained for any commercial purposes. When outside, all pets shall be kept on leash or under the Owner's restraint and maintained in such a manner that they do not constitute an annoyance or nuisance to residents of the Community. The Board of Directors of the Association may order the removal from the Community of any unauthorized animal and any pets authorized herein which constitute an annoyance or nuisance or which are not kept under restraint and shall have the right to adopt and to enforce reasonable rules and regulations regarding such pets.

Section 2.8 - Leases.

*C. McKinnon & McKinnon*

OR 14796142

(a) All leases shall be in writing and shall be for an initial term of no less than one (1) month. No Dwelling Unit shall be leased under separate leases for more than three times during any twelve month period.

(b) No livestock, poultry, animals, or pets of any kind shall be raised, bred, or kept on any lot, or within a Dwelling Unit during the term of any lease of the Dwelling Unit.

IN WITNESS WHEREOF, the undersigned President and Secretary of MARBRISA SEASIDE VILLAGE OWNER'S ASSOCIATION, INC., have executed this Certificate of Amendment to MARBRISA SEASIDE VILLAGE Declaration of Covenants and Restrictions this 4<sup>th</sup> day of April, 1997.

MARBRISA SEASIDE VILLAGE OWNERS ASSOCIATION, INC.

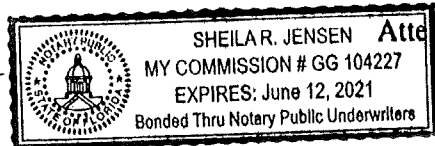
STATE OF FLORIDA }  
COUNTY OF INDIAN RIVER }

I HEREBY CERTIFY that I have compared the foregoing with the original of which it purports to be a copy, and find it to be a true and correct copy.

By: Charles L. Haynes  
President

WITNESS my hand and official seal in the County and State last aforesaid, this 2<sup>nd</sup> day of March, 2018

Sheila R. Jensen  
Notary Public, State of Florida

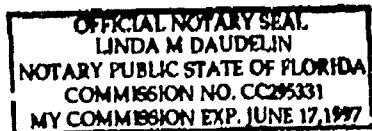


Secretary

(SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1997, by Charles L. Haynes and Martin D. Weller, who are personally known to me or who have produced \_\_\_\_\_ as identification.



Linda M. Daudelin  
Notary Public  
My commission expires:

DR1147PG1143

## **EXHIBIT C**

- 1.** Declaration of Covenants and Restrictions for Marbrisa Seaside Village recorded in Official Records Book 801, Page 2669, Public Records in and for Indian River County, Florida.
- 2.** Amendment to Declaration of Covenants and Restrictions for Marbrisa Seaside Village recorded in Official Records Book 1147, Page 1142, Public Records in and for Indian River County, Florida.

**EXHIBIT D**

**DIRECTOR'S AFFIDAVIT**

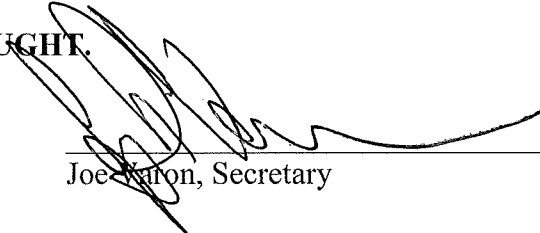
**DIRECTOR'S AFFIDAVIT**

STATE OF Connecticut,  
COUNTY OF Fairfield ) ss.

BEFORE ME, the undersigned authority, personally appeared Joe Varon, and upon his oath, deposes and says as follows:

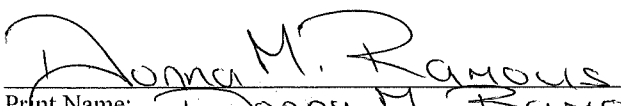
1. That affiant is a Director and the Secretary of Marbrisa Seaside Village Owners Association, Inc.
2. That the Board of Directors of Marbrisa Seaside Village Owners Association, Inc. caused the Statement of Marketable Title Action and a Notice of Meeting of Board of Directors at which the preservation of the Association's Covenants and Restrictions were voted upon by the Members of the Board of Directors stating the meeting time and place to be mailed or hand delivered to the Members of the Association not less than seven (7) days prior to such meeting.

**FURTHER AFFIANT SAYETH NAUGHT.**

  
\_\_\_\_\_  
Joe Varon, Secretary

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Joe Varon, who is personally known to me or who has produced his CT Drivers License as identification, who did take an oath, and acknowledged before me that he executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid, this 20<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Print Name: Donna M. Ramous  
Notary Public, State of Connecticut  
My Commission Expires: 5/31/22 (Affix Seal)

