

This instrument prepared by and  
should be returned to:

Gene S. Boger, Esq.  
TAYLOR & CARLS, P.A.  
850 S. Concourse Parkway  
Suite 105  
Maitland, Florida 32751  
(407) 660-1040

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**NOTICE OF PRESERVATION OF DECLARATIONS OF RESTRICTIONS**

**THIS NOTICE** is being recorded pursuant to Section 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents (hereinafter referred to as "Declarations of Restrictions"), copies of which are attached hereto as Composite Exhibit "A":

Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida and Resolution Approving The Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated February 1, 1991 and October 31, 1990, respectively, and recorded on February 21, 1991 in Official Records Book 3591, Page 1388, Public Records of Volusia County, Florida.

Certificate Of First Amendment to The Restated And Consolidated Declaration of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated June 22, 2000 and recorded on July 3, 2000 in Official Records Book 4566, Page 4639, Public Records of Volusia County, Florida.

Certificate Of Second Amendment To The Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated February 16, 2001 and recorded on March 9, 2001 in Official Records Book 4654, Page 4913, Public Records of Volusia County, Florida.

Certificate of Third Amendment to Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated September 17, 2001 and recorded on September 27, 2001 in Official Records Book 4749, Page 4185, Public Records of Volusia County, Florida.

Certificate of Fourth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated July 10, 2002 and recorded on July 24, 2002 in Official Records Book 4900, Page 1908, Public Records of Volusia County, Florida.

Certificate of Fifth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated September 19, 2002 and recorded on October 4, 2002 in Official Records Book 4939, Page 4293, Public Records of Volusia County, Florida.

Certificate of Sixth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated January 15, 2004 and recorded on January 29, 2004, in Official Records Book 5249, Page 4609, Public Records of Volusia County, Florida.

The property affected by this Notice is described as follows:

PELICAN BAY, PHASE I, UNIT I, as recorded in Map Book 36, Page 64, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE I, UNIT II, as recorded in Map Book 36, Page 66, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE I, UNIT II REPLAT, as recorded in Map Book 36, Page 126, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE I, UNIT III, as recorded in Map Book 36, Page 69, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE I, UNIT IV, as recorded in Map Book 36, Page 11, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE II, as recorded in Map Book 37, Page 7, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE III, UNIT I, as recorded in Map Book 37, Page 44, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE III, UNIT II, as recorded in Map Book 37, Page 50, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE IV, UNIT I, as recorded in Map Book 37, Page 127, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE IV, UNIT II, as recorded in Map Book 38, Page 36, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE IV, UNIT III, as recorded in Map Book 37, Page 132, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE IV, UNIT III REPLAT, as recorded in Map Book 42, Page 157, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE IV, UNIT IV, as recorded in Map Book 40, Page 40, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE V, UNIT I, as recorded in Map Book 38, Page 101 and Map Book 40, Page 161, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE V, UNIT I REPLAT as recorded in Map Book 40, Page 161, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE V, UNIT II, as recorded in Map Book 38, Page 31, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE V, UNIT III REPLAT, as recorded in Map Book 53, Page 106, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE VI, UNIT I, as recorded in Map Book 40, Page 11, Public Records of Volusia County, Florida;

PELICAN BAY, PHASE VI, UNITS II and III, as recorded in Map Book 43, Page 48, Public Records of Volusia County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the parcel owners is Pelican Bay Homeowners Association of Daytona Beach, Inc., a Florida not-for-profit corporation, c/o Frank Hoehn, 101 Sea Hawk Drive, Daytona Beach, FL 32119 (hereinafter "Association").

Attached hereto as Exhibit "B" is an affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.08(1)(b), Florida Statutes, was mailed to the parcel owners at least seven (7) days prior to the Board of Directors Meeting where the Board of Directors approved the preservation of the Declarations of Restrictions.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declarations of Restrictions was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at the Board of Directors Meeting held on September 20, 2007.

EXECUTED at Daytona Beach, Volusia County, Florida, on this 23 day of October 2007.

WITNESSES:

PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC.

Cathy Miller  
Print Name: Cathy Miller  
Rita A. Tauser  
Print Name: RITA A. TAUSER

By: [Signature]  
LARRY RILEY, President  
Address: \_\_\_\_\_

Cathy Miller  
Print Name: Cathy Miller  
Rita A. Tauser  
Print Name: RITA A. TAUSER

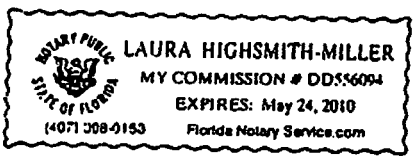
Attest: [Signature]  
Print Name: FRANK HOEHN, Secretary  
Address: \_\_\_\_\_

Instrument# 2008-004 # 4  
Book: 6177  
Page: 2631

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 23 day of October, 2007, by LARRY RILEY and FRANK HOEHN, as the President and Secretary, respectively, of PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC., a Florida not-for-profit corporation, who (check one)  are personally known to me or  produced (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 23 day of October, 2007.



Laura Miller  
Notary Public - State of Florida  
Print Name: Laura Miller  
Commission No.: DD556094  
My Commission Expires: May 24, 2010

Pe1001 not1

**PELICAN BAY  
MASTER DECLARATIONS  
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RESOLUTION APPROVING THE RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR PELICAN BAY, VOLUSIA COUNTY, FLORIDA

WHEREAS, in 1988, the PELICAN BAY HOMEOWNERS ASSOCIATION, INC. (hereafter "Association") instituted litigation against BAY LAND, INC. (hereafter "Bay Land") relating to several contested issues; and

WHEREAS, in order to terminate the subject litigation, the parties entered into a SETTLEMENT AND DISMISSAL STIPULATION in August of 1989, which stipulation was filed in the official Court file; and

WHEREAS, paragraph 13 of the subject stipulation provides as follows:

13. Plaintiff will prepare and submit to Defendant for approval an amended declaration of covenants and restrictions for the Pelican Bay Subdivision. So long as the declaration is reasonably acceptable to Defendant and does not present any disadvantage to the development of Defendant's remaining lots in Pelican Bay, Defendant agrees to exercise its reserved amendment power under the declaration and record such amendment. Defendant shall have the right to a resolution from the board of Plaintiff approving the amended covenants and restrictions and requesting Defendant to enact and record the same.

WHEREAS, pursuant to the said stipulation, Association has prepared an amended declaration and has submitted the same to Bay Land for execution and recording in the Public Records, which amended declaration does not substantially change the character, nature or general scheme of development of Pelican Bay; and

WHEREAS, Bay Land has requested a resolution from the Board of Directors of Association officially approving the amended covenants and restrictions and requesting Bay Land to enact and record the same; and

WHEREAS, at its meeting held on August 23, 1990, this matter was discussed and voted on by the said Board of Directors of the Association;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PELICAN BAY HOMEOWNERS ASSOCIATION, INC. AS FOLLOWS:

The Board of Directors of the Pelican Bay Homeowners Association, Inc., hereby approves the RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY, VOLUSIA COUNTY, FLORIDA, finds that the same does not substantially change the character, nature or general scheme of development of Pelican Bay, and requests that Bay Land enact and record the same in the Public Records of Volusia County, Florida.

THIS RESOLUTION WAS PASSED AND ADOPTED AT A MEETING OF THE BOARD OF DIRECTORS OF THE PELICAN BAY HOMEOWNER ASSOCIATION, INC., on the 23rd day of August, 1990.

(CORPORATE SEAL)

PELICAN BAY HOMEOWNERS  
ASSOCIATION, INC.

By: Dick Davis  
Dick Davis, President

ATTEST:

Kathy Money  
Kathy Money, Secretary

RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY,  
VOLUSIA COUNTY, FLORIDA

and

RESOLUTION APPROVING THE RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY,  
VOLUSIA COUNTY, FLORIDA

CLERK CIRCUIT COURT  
VOLUSIA CO. FL

91 FEB 21 PM 3:27

All as prepared by:

Robert L. Taylor, Esquire  
Curry, Taylor & Carls  
255 E. Robinson Street, Suite 445  
Orlando, Florida 32801  
(407) 423-1171

FILED IN  
RECORD VCRIF.

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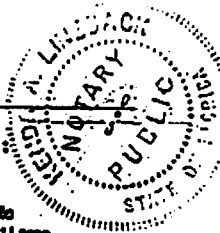
3591 1990  
VOLUSIA

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this day personally appeared Dick Davis and Kathy Money, President and Secretary respectively, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Notary Public  
My Commission Expires:



Notary Public  
State of Florida at Large  
My Commission Expires:  
September 23, 1994

This instrument prepared by: Robert L. Taylor, Esquire  
Curry, Taylor & Carls  
225 E. Robinson Street, Suite 445  
Orlando, Florida 32801  
(407) 423-1171

RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY, VOLUSIA COUNTY, FLORIDA

This Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida, (hereinafter referred to as the "Declaration"), made this 21 day of February, 1991, by Bay Land, Inc. (hereinafter referred to as "Developer"), the successor developer to Pelican Bay, Incorporated, a Florida corporation, with its principal mailing address as Post Office Box 964, Ormond Beach, Volusia County, Florida 32175;

W I T N E S S E T H:

WHEREAS, Pelican Bay is a residential subdivision located in Volusia County, Florida, consisting of multiple subparts referred to as Phases and Units, and

WHEREAS, notwithstanding these multiple subparts, Pelican Bay was created so that there would be a uniform scheme of covenants and restrictions which would be applicable to all of Pelican Bay with one Master Homeowners' Association being responsible for the enforcement of the same, and

WHEREAS, the scheme commenced with the recording of the "Declaration of Covenants and Restrictions, Pelican Bay, Incorporated, Volusia County, Florida, and Notice of Provisions of Pelican Bay Homeowners Association, Inc." (hereinafter referred to as the "Original Declaration") which was placed of record on October 31, 1979, at Official Records Book 2119, page 102, of the Public Records of Volusia County, Florida, and

WHEREAS, as additional subparts were added and amendments made, amended and supplemental declarations were recorded which had the effect of continuing the uniform scheme for Pelican Bay but which also had the effect of causing great confusion due to the number of such amendments and supplements, and

WHEREAS, in order to alleviate this confusion it is necessary to adopt this restated and consolidated declaration, and

WHEREAS, it is also necessary to make minor amendments to the Original Declaration as amended and supplemented so as to

bring the same into conformance with the actual operation of the development and more efficiently operate Pelican Bay, and

WHEREAS, the Developer reserved unto itself the right to amend the Original Declaration so long as such amendment does not substantially change the character, nature or general scheme of development of Pelican Bay, and

WHEREAS, nothing in this document substantially changes the character, nature or general scheme of the development of Pelican Bay but merely clarifies, consolidates and updates the same in furtherance of the Developer's intent for Pelican Bay;

NOW THEREFORE, this Declaration is made, filed and recorded by Bay Land, Inc., as 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, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date it is recorded in the Public Records of Volusia County, Florida.

## ARTICLE I

### DEFINITIONS

The following words and terms when used in this Declaration and any supplemental declaration shall have the following meanings, unless the context shall clearly indicate otherwise:

A. "Master Association" shall mean the Pelican Bay Homeowners Association, Inc., a/k/a Pelican Bay Homeowners Association of Daytona Beach, Inc., a Florida corporation not for profit, and its successors and assigns.

B. "Board of Directors", unless otherwise stated, shall refer to the Board of Directors of the Master Association.

C. "Developer" shall mean and refer to Pelican Bay, Incorporated, a dissolved Florida corporation, Bay Land, Inc., a Florida corporation, which is the successor developer, and their successors. This term shall also refer to the developer of a

particular Phase or Unit in Pelican Bay if the context so dictates.

D. "Common Areas" shall mean those tracts of land described on Exhibit "B" attached hereto, together with any improvements thereon which are conveyed to the Master Association and designated on the plats or deeded as "common areas" for the Master Association. The term "common areas" shall also include any tangible personal property acquired by the Master Association if such property is designated as such by the Master Association. All common areas are to be devoted to and intended for the common use and enjoyment of the members of the Master Association, their families, guests, persons occupying dwelling units on a guest or tenant basis, and visiting members of the general public (but only to the extent designated on the plats or authorized by the Board of Directors of the Master Association) subject to the fee schedules and operating rules adopted by the Master Association.

E. "Lot" shall mean and refer to any plot of land, improved or unimproved, shown upon any recorded subdivision map or plat of property in Pelican Bay with the exception of the Common Areas. In the case of a condominium made subject to this Declaration, the "lots" therein shall be the individual condominium units thereof and not the parcel(s) of real property upon which the condominium is constructed. For purposes of condominiums, the term "lot" shall refer to all condominium units reflected on a recorded Declaration of Condominium whether or not the subject units have been constructed.

F. "Dwelling Unit" shall mean any single-family or multi-family residential unit, including any condominium unit constructed upon any lot for which a certificate of occupancy has been issued by the appropriate governmental agency.

G. "Architectural Review Committee" shall mean a committee appointed by the Board of Directors of the Master Association in accordance with the terms of Article III hereof.



H. "Declaration" shall mean this Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida.

I. "Original Declaration" shall mean the "Declaration of Covenants and Restrictions, Pelican Bay, Incorporated, Volusia County, Florida, and Notice of Provisions of Pelican Bay Homeowners Association, Inc." which was recorded at Official Records Book 2119, Page 102, Public Records of Volusia County, Florida.

J. "Pelican Bay" shall mean the Planned Development as approved by the City of Daytona Beach, Florida, by Ordinance recorded at Official Records Book 2084, Page 1383, the total area of which is reflected on Exhibits "A" and "K" hereof.

K. Official Records ("O.R.") Books and Pages shall always refer to the Public Records of Volusia County, Florida.

## ARTICLE II

### HISTORY OF PELICAN BAY

In order for this declaration to be understood, it is necessary to trace the history of each Phase and Unit which has been made a part of Pelican Bay. This history includes information as to how each area became part of Pelican Bay, whether there is another sub-association for that area, and a list of those recorded documents that have been superseded and those that are still in effect for that area.

Section 2.1 Phase I, Unit I (Sandpiper Condominium). Phase I, Unit I, is now known as Sandpiper Lakes Condominium (hereinafter "Sandpiper"). Sandpiper was made a part of Pelican Bay by way of the Original Declaration with the specific restrictions relating thereto found in Article III thereof. In addition to the Original Declaration, Sandpiper has its own Declaration of Condominium which creates a condominium association. This is not affected in any way by this Declaration. The effect of this documentation is that the Master Association enforces the Original Declaration as superseded by this Declaration and the condominium association enforces the

Declaration of Condominium. Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the condominium association are:

O.R. <u>Book</u>	<u>Page</u>
2187	1

and all amendments thereto.

Section 2.2 Phase I, Unit II (The Towns I). Phase I, Unit II, is now known as "The Towns I" but was originally referred to as the Patio Homes Unit. This area was made a part of Pelican Bay by way of the Original Declaration with the specific restrictions relating thereto found in Article XI thereof. In addition to the Master Association, the Developer created a sub-association named "Pelican Bay Patio-Homes Homeowners Association, Inc." to provide for the maintenance of the common areas within Phase I, Unit II (see Section 11.21 and Exhibits "E" and "F" of the Original Declaration). Later, by way of supplemental declarations recorded at O.R. Book 2174, Page 515; Book 2174, Page 543; Book 2235, Page 1103; and Book 2576, Page 1104, the Developer renamed the sub-association as "The Towns I Homeowners Association, Inc." and created a new additional set of restrictions which applied only to Phase I, Unit II (Phase IV, Unit I, was later added to and consolidated with Phase I, Unit II). These new restrictions were enforceable only by the sub-association. The effect of this documentation is that the Master Association enforces the Original Declaration as

superseded by this Declaration and the sub-association enforces the restrictions that were created by the above-described supplemental declarations.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2143	1889
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the sub-association are:

O.R. <u>Book</u>	<u>Page</u>
2174	515
2174	543
2235	1103
2576	1104

and all amendments thereto.

Section 2.3 Phase I, Unit III (Single Family). Phase I, Unit III, is an area containing single family detached homes. This area was made part of Pelican Bay by way of the Original Declaration with the specific restrictions relating thereto found in Article II thereof. The Master Association has exclusive power to enforce this Declaration in this area. This Declaration supersedes in its entirety the Original Declaration as to Phase I, Unit III.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1436
2509	1760

2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase I, Unit III, which are not superseded by this Declaration.

Section 2.4 Phase I, Unit IV (Golf Villas). Phase I, Unit IV, is now known as the "Golf Villas". This area was made part of Pelican Bay by way of the Original Declaration with the specific restrictions relating thereto found in Article X thereof. In addition to the Master Association, the Developer created a sub-association named "Pelican Bay Villas Homeowners Association, Inc." to provide for the maintenance of the common areas within Phase I, Unit IV (see Section 10.21 and Exhibits "G" and "H" of the Original Declaration). Later, by way of a supplemental declaration recorded at O.R. Book 2426, Page 892, the Developer added two new provisions creating a sub-association Architectural Review Committee in addition to the Master Association Architectural Review Committee and purportedly granting to the sub-association the power to enforce the specific Phase I, Unit IV, restrictions contained in the Original Declaration. The effect of this documentation, therefore, is to allow a dual right of enforcement by the Master Association and sub-association as to those matters in Article III hereof and those matters specific to Phase III, Unit I, found in Article IV hereof, and a two-tiered architectural review system. All of these rights have been incorporated into this Declaration.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

<u>O.R.</u>	<u>Page</u>
2119	102
2276	1436
2426	892
2509	1760
2517	969
2707	276

the Developer attached as an exhibit to the supplemental declaration new specific restrictions for this area. In addition, a sub-association named "Pelican Bay Cluster Homeowners Association, Inc." was created by the supplemental declaration to provide for the maintenance of the common areas within the Cluster Home Unit (see Section 1.21 and Exhibits "D" and "E" of the supplemental declaration recorded at O.R. Book 2201, Page 1431).

It is apparent from the Articles of Incorporation that the Developer intended for both the Master Association and the sub-association to have the power to enforce the specific restrictions for Phase III, Unit I; however, only the Master Association was granted architectural review power. Therefore, except for architectural review, the effect of this documentation, is to allow a dual right of enforcement by the Master Association and sub-association as to those matters in Article III hereof and those matters specific to Phase III, Unit I, found in Article IV hereof.

Those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2201	1431
2215	1413
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase III, Unit I, which are not superseded by this Declaration.

Section 2.7 Phase III, Unit II (Single Family). Phase III, Unit II, is a single family detached home area that was made part of Pelican Bay and subject to the Original Declaration by way of two supplemental declarations recorded at O.R. Book 2201,

2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase I, Unit IV, which are not superseded by this Declaration.

Section 2.5 Phase II (Single Family). Phase II is a single family detached home area that was made part of Pelican Bay by way of two supplemental declarations recorded at O.R. Book 2179, Page 602, and O.R. Book 2208, Page 1761. Both of these documents make Phase II subject to the Original Declaration and specifically subject to Article II thereof. Therefore, this area is subject only to the jurisdiction of the Master Association just as is Phase I, Unit III.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

<u>O.R.</u> <u>Book</u>	<u>Page</u>
2119	102
2179	602
2208	1761
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase II which are not superseded by this Declaration.

Section 2.6 Phase III, Unit I (Village on the Green/Clusters). Phase III, Unit I, is now known as "Village on the Green". This area was made part of Pelican Bay and subject to the Original Declaration by way of two supplemental declarations recorded at O.R. Book 2201, Page 1431, and O.R. Book 2215, Page 1413. Since this was a new style of development, the above supplemental declarations could not refer to specific restrictions contained in the Original Declaration. Therefore,

Page 1431, and O.R. Book 2215, Page 1413. These two declarations make Phase III, Unit II, subject to the specific single family restrictions contained in Article II of the Original Declaration. The Master Association has the exclusive power to enforce this Declaration in this area. This Declaration supersedes in its entirety the Original Declaration and the two above-described supplemental declarations.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2201	1431
2215	1413
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase III, Unit II, which are not superseded by this Declaration.

Section 2.8 Phase IV, Unit I (New Patio Homes/The Towns).

Phase IV, Unit I, is now known as the "New Patio Homes" or "The Towns". This area was made part of Pelican Bay and subject to the Original Declaration by way of a supplemental declaration recorded at O.R. Book 2235, Page 1058. This area was then made a part of "The Towns" development along with Phase I, Unit II, by way of a supplemental declaration recorded at O.R. 2235, Page 1106. The effect of this documentation is that Phase IV, Unit I, is bound by the same documents as Phase I, Unit II, and is also controlled by the sub-association named "The Towns I Homeowners Association, Inc." in the same fashion as Phase I, Unit II.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2235	1058
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the sub-association are:

O.R. <u>Book</u>	<u>Page</u>
2174	515
2174	543
2235	1106
2573	1208
2576	1104

and all amendments thereto.

Section 2.9 Phase IV, Unit II (Golf Villas). Phase IV, Unit II, is now known as "Golf Villas". This area was made part of Pelican Bay and subject to the Original Declaration by way of a supplemental declaration recorded at O.R. Book 2235, Page 1058. This specifically made Phase IV, Unit II, subject to the restrictions contained in Article X of the Original Declaration and part of the Golf Villas development. Therefore, Phase IV, Unit II, is bound by the same restrictions as Phase I, Unit IV.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2235	1058
2276	1436
2426	892
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376



There are no recorded documents relating to Phase IV, Unit II, which are not superseded by this Declaration.

Section 2.10 Phase IV, Unit III (Palma Del Sol). Phase IV, Unit III, is now known as "Palma Del Sol". This area was made part of Pelican Bay and subject to the Original Declaration by way of a supplemental declaration recorded at O.R. Book 2235, Page 1058. This document named this area "Pelican Island" and set up a complete set of restrictions along with a sub-association known as The Pelican Island Homes Homeowners Association. In 1984, however, the Developer completely changed the scheme for this area and renamed the same "Palma Del Sol". This was accomplished by way of a supplemental declaration recorded at O.R. Book 2655, Page 1983. In this new scheme, a new sub-association (The Palma Del Sol Homeowner's Association, Inc.) was created and a whole new set of restrictions was put into place with the sub-association having the exclusive power and right to enforce the same. At the same time that these new restrictions were created, the Developer again stated that the area was still subject to the Master Declaration and the Master Association. The effect of this documentation is that the Master Association enforces the Original Declaration as superseded by this Declaration and the sub-association enforces the restrictions that were created by the supplemental declaration that was recorded at O.R. Book 2655, Page 1983.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2235	1058
2276	1436
2509	1760
2517	969
2655	1983*
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

155 400  
11.11.11  
\*(to the extent that the same affects areas  
other than this area)

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the sub-association are:

O.R. <u>Book</u>	<u>Page</u>
2655	1983*

\*(to the extent that it only affects this area)  
and all amendments thereto.

Section 2.11 Phase IV, Unit IV (St. Andrews Highlands).  
Phase IV, Unit IV, is now known as "St. Andrews Highlands". This area was made part of Pelican Bay and subject to the Original Declaration by way of a supplemental declaration recorded at O.R. Book 2276, Page 1423. This document specifically made Phase IV, Unit IV, part of the Patio Homes Area along with Phase I, Unit II, and Phase IV, Unit I. Later, however, a restated declaration was recorded at O.R. Book 2628, Page 671, which released this area from the Patio Homes scheme and created a new scheme called "St. Andrews Highlands" with a complete set of restrictions and a sub-association with the power to enforce the same. While the restated declaration purports to totally supersede the Original Declaration except for assessments, architectural review, and road maintenance, it is apparent that the intent is that the Master Association should have general control in Phase IV, Unit IV. The effect of this documentation is that the Master Association has enforcement rights of this Declaration for Phase IV, Unit IV, and the sub-association has enforcement rights of the aforementioned restated declaration for Phase IV, Unit IV.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1423
2276	1436
2509	1760
2517	969
2707	276
2720	1746

2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the sub-association are:

O.R.	
<u>Book</u>	<u>Page</u>
2628	671

and all amendments thereto.

Section 2.12 Phase V, Unit I (Multiple Developments).

Phase V, Unit I, is a multiple development area with three separate sub-areas known as "Ranchettes", "Mallard Cove" and "Islandia". Originally, all of Phase V was made part of Pelican Bay and subject to the Original Declaration by way of a supplemental declaration recorded at O.R. Book 2276, Page 1428. Phase V, Unit I, was to be a single family area subject to the terms of Article II of the Original Declaration. However, by a series of supplemental declarations, the scheme was changed as below described. The changes are as follows:

A. "Ranchettes". By way of a supplemental declaration recorded at O.R. Book 2350, Page 627, the Developer changed all of Phase V, Unit I, into a duplex area called the Ranchettes lots. The Ranchettes had their own restrictions which were attached as an exhibit to the subject supplemental declaration. In addition, the Developer created a sub-association named "The Pelican Bay Ranchettes Homeowners Association, Inc." to provide for the maintenance of the common areas within Phase V, Unit I (see Section 2.1 and Exhibits "C" and "D" of the supplemental declaration recorded at O.R. Book 2350, Page 627). While the said declarations do not so provide, it is apparent from the Articles of Incorporation that the Developer intended for both the Master Association and the sub-association to have the power to enforce the specific restrictions for the Ranchettes area; however, only the Master Association was granted architectural review power. The effect of this documentation, therefore, is to

allow a dual right of enforcement by the Master Association and sub-association as to those matters in Article III hereof and those matters specific to the Ranchettes in Article IV hereof.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1428
2276	1436
2350	627
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase V, Unit I (Ranchettes) which are not superseded by this Declaration.

B. "Mallard Cove". In 1986, the Developer took some lots from the Ranchettes area and re-platted the same as single family lots known as "Mallard Cove". By supplemental declarations recorded at O.R. Book 2794, Page 1477; O.R. Book 2848, Page 483; and O.R. Book 3025, Page 1038, the Developer reaffirmed that Mallard Cove was fully subject to the Original Declaration but at the same time set up a new set of restrictions along with a sub-association named "Mallard Cove Homeowners Association, Inc." to enforce the same. The effect of this documentation is that the Master Association fully enforces this new Declaration in Mallard Cove and the sub-association fully enforces the restrictions contained in the above-described supplemental declarations in Mallard Cove, each with its own architectural review power.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1428
2276	1436

2350	627
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the sub-association are:

O.R.	
<u>Book</u>	<u>Page</u>
2794	1477
2848	483
3025	1038

and all amendments thereto.

C. "Islandia". In 1987, the Developer took additional land from the Ranchettes area and created another single family area known as "Islandia". By supplemental declaration recorded at O.R. Book 3019, Page 1114, the Developer specifically took this property away from the Ranchettes and made the same subject only to the Original Declaration for single family areas. Later, by second supplemental declaration recorded at O.R. Book 3152, Page 1833, the scheme was changed to create a sub-association named "Islandia Homeowners Association, Inc." with assessment rights and the right to enforce both the provisions of the Master Declaration and the new provisions contained in that supplement. The architectural review process, however, was specifically left with the Master Association. This supplemental declaration also contained the following paragraph:

Priority. In the event of conflict between any of the terms or provisions contained herein, and any of the terms and provisions contained in either the Master Declaration or Ordinance No. 86-353, the terms and provisions contained in the Master Declaration and in Ordinance No. 86-353 shall control."

The effect of this documentation is that the Master Association enforces the Original Declaration as superseded by this Declaration and the sub-association exercises all powers that were created by the above-described supplemental declaration.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. Book	Page
2119	102
2276	1428
2276	1436
2350	627
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3019	1114
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents relating to Phase V, Unit I (Islandia), which are not superseded by this Declaration and shall therefore remain in effect and be enforced by the sub-association are:

O.R. Book	Page
3152	1833

and all supplements and amendments thereto.

Section 2.13 Phase V, Unit II (Westgate). Phase V, Unit II, is commonly known as "Westgate Condominium"; however, not all of the same has been developed. This area was made part of Pelican Bay and subject to the Original Declaration (Article III thereof) by way of a supplemental declaration recorded at O.R. Book 2276, Page 1428. Because this area is a condominium, it has its own declaration and condominium association. This Declaration will have no effect on these. The effect of this documentation is that the Master Association enforces the Original Declaration as superseded by this Declaration and the condominium association will enforce the Declaration of Condominium. At the time that the remainder of Phase V, Unit II, is developed, there may be additional declarations and sub-associations.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1428
2276	1436
2350	627
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the condominium association are:

O.R. <u>Book</u>	<u>Page</u>
2322	875

and all amendments thereto.

Section 2.14 Phase V, Unit III (Eastgate). Phase V, Unit III, is commonly referred to as the Eastgate Condominium area, but the land is vacant at this time. This area was made part of Pelican Bay and subject to the Original Declaration (Article III thereof) by way of a supplemental declaration recorded at O.R. Book 2276, Page 1428. When this area is developed, it presumably will have its own declaration and sub-association. This Declaration will have no effect on these. The effect of this documentation is that the Master Association now enforces the Original Declaration as superseded by this Declaration in this area.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1428
2276	1436
2350	627
2509	1760

2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

There are no recorded documents relating to Phase V, Unit III, which are not superseded by this Declaration.

Section 2.15 Phase VI, Unit I (Hawks Landing). Phase VI, Unit I, is now known as "Hawks Landing at Pelican Bay Condominium" (hereinafter "Hawks Landing"). Hawks Landing was made part of Pelican Bay and subject to the Original Declaration by way of two supplemental declarations recorded at O.R. Book 2375, Page 1061, and O.R. Book 2561, Page 1991. In addition to the Original Declaration, Hawks Landing has its own Declaration of Condominium which creates a condominium association. This is not affected in any way by this Declaration. The effect of this documentation is that the Master Association enforces the Original Declaration as superseded by this Declaration and the condominium association enforces the Declaration of Condominium.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1436
2375	1061
2509	1760
2517	969
2561	1991
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376

Those recorded documents which are not superseded by this document and shall therefore remain in effect and be enforced by the condominium association are:

O.R. <u>Book</u>	<u>Page</u>
2448	1470



and all amendments thereto.

Section 2.16 Phase VI, Units II and III (Single Family). Original Phase VI, Units II and III, were consolidated into Phase VI, Unit II, and became a single family detached home area that was made part of Pelican Bay by way of a supplemental declaration recorded at O.R. Book 3417, Page 756. This document makes Phase VI, Unit II, subject to the Original Declaration and specifically subjects the land to Article II thereof. Therefore, this area is subject only to the jurisdiction of the Master Association just as is Phase I, Unit III.

Therefore, those recorded documents which are restated and consolidated into this document and which are totally superseded hereby are as follows:

O.R. <u>Book</u>	<u>Page</u>
2119	102
2276	1436
2509	1760
2517	969
2707	276
2720	1746
2742	943
2994	642
3039	1288
3067	1600
3190	1151
3200	376
3417	756

There are no recorded documents relating to Phase VI, Unit II, which are not superseded by this Declaration.

Section 2.17 Remaining Land. As reflected in Article XII hereof, a portion of Pelican Bay has not yet been made subject to this Declaration. The same may or may not be added to Pelican Bay at the discretion of the Developer.

ARTICLE III

GENERAL RESTRICTIVE COVENANTS

THE FOLLOWING RESTRICTIVE COVENANTS SHALL APPLY TO ALL OF PELICAN BAY AND SHALL BE ENFORCED BY THE MASTER ASSOCIATION:

Section 3.1 USE, OCCUPANCY, LEASING AND BUILDING REQUIREMENTS.

A. Use. Except for the use of a lot for the Master Association office, and except for recreational land as reflected

in the PUD documents, and except for the use of a lot in a particular subdivision of Pelican Bay for recreational or community use for that subdivision after prior written approval of the Master Association, no residential lot or dwelling unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, even professional office use of any portion of any dwelling or house. The Master Association may further define the term "residential" by Rule and Regulation adopted pursuant to the power granted elsewhere herein.

B. Occupancy. No dwelling unit shall be occupied by more than two (2) persons for each bedroom in the dwelling unit.

C. Leasing/Rental Requirements.

(1) Term. No lease or rental of a dwelling unit shall be for a period of less than ninety (90) days.

(2) No Partition. No dwelling unit may be divided or subdivided into a smaller unit, nor may less than the whole dwelling unit be leased, rented or otherwise transferred.

(3) Standards. In the event of a lease or rental of a dwelling unit, said lease must contain a provision stating that "The tenant and all persons in the dwelling unit by virtue of that tenancy must comply with and be bound by all the covenants, conditions, provisions and terms of this Declaration and also Rules and Regulations promulgated hereunder, and a breach thereof shall be a breach of the lease and terminate the tenant's rights thereunder." All Owners and the Master Association shall be deemed to be third party beneficiaries of such provision and are hereby appointed Agent of the Owner for purposes of enforcing the terms of the lease. Every lease or tenancy shall be deemed to include said provision even if it is not specifically set forth therein.

Section 3.2 ARCHITECTURAL REVIEW COMMITTEE.

A. Developer's Rights. See Section 13.3 hereof for specific developer rights which temporarily affect this section.

B. Duties and Powers. No building, fence, wall or structure of any type including, but not limited to, dwelling units, pools, decks, game and play structures and equipment, and propane gas tanks (hereinafter "structure") shall be commenced, erected on, maintained, placed upon, altered or permitted to remain in Pelican Bay, nor shall, any exterior addition to or change or alteration to a building or structure be made, unless and until the owner submits the plans, elevations, site clearing plans, and specifications showing the nature, kind, shape, color, height, materials and location of the same and such plans and specifications have been reviewed and approved by the Architectural Review Committee as hereinafter provided. The Architectural Review Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

The Board of Directors of the Master Association shall have the right to promulgate construction and other architectural standards (Residential Planning Criteria) which may then be utilized when planning new construction or alterations to existing buildings and structures and for submitting said plans for approval. Said Residential Planning Criteria may be amended from time to time by the Board of Directors.

C. Number and Term. The Architectural Review Committee shall be composed of not less than three (3) nor more than seven (7) persons. The members of the Committee shall be appointed by the Board of Directors of the Master Association. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Review Committee, the

Board of Directors of the Master Association shall promptly appoint a successor member. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors of the Master Association.

D. Application, Action and Appeal.

(1) Application. All applications for Architectural Review Committee action shall be filed in writing on a form promulgated by the Master Association. The application must be delivered to the Master Association by certified mail or by personal delivery. The time periods provided below shall not commence until the application is so delivered nor shall the Architectural Review Committee be bound to act on the subject application until such delivery.

(2) Sub-Associations. Some areas of Pelican Bay have sub-associations that must review all architectural matters. To the extent that this exists, the Architectural Review Committee will not commence its review, nor will the below defined time period commence until written proof is submitted with the application that the sub-association has approved the proposed subject change.

(3) Approval and Disapproval. The Architectural Review Committee shall indicate any approval or disapproval of the matters required to be acted upon by them by a written instrument served upon the owner and all interested parties, identifying the proposed building or structure. If the matter is disapproved, the notice of disapproval must be served personally or by certified mail and the reasons for such disapproval must be given.

(4) Appeal. The decision of the Architectural Review Committee may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of the Master Association and the Board shall take action on such appeal and either approve or disapprove the decision of the Architectural Review Committee within two weeks after the receipt of said

appeal to the Board of Directors, and the action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the Architectural Review Committee is final.

(5) Failure to Act. If the Architectural Review Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made to the Master Association and after a floor plan, elevation, site clearing plan and abbreviated specifications (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Review Committee.

(6) Other Restrictions. The Board of Directors shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other restrictions involving, for instance, Multi-Family Structures, and restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, sight distance at intersections, utility connections, driveway construction, and such other restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Board of Directors to promulgate and enforce such Residential Planning Criteria. Once the Board of Directors promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the said Board modifies, changes or promulgates new restrictions.

Section 3.3 TEMPORARY STRUCTURES. No structure of a temporary nature or character, including, but not limited to, a

trailer, house trailer, mobile home, motor home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the Architectural Review Committee for use during construction only.

Section 3.4     PARKING.

A.    On-Street Parking.    Only automobiles, passenger vans, and trucks of up to 3/4 ton designation may be parked on the street for up to six (6) consecutive hours during any twenty-four (24) hour period.    (This paragraph shall not apply to vehicles in Pelican Bay for the purposes of performing services for, or delivering goods to, residents of Pelican Bay.) No other vehicle of any type including, but not limited to, automobiles, passenger vans, and trucks of over 3/4 ton designation, and recreational vehicles, boats and trailers, and trailers may be parked on the street (including the unpaved right-of-way thereof) at any time.

B.    On-Lot Parking.    No house trailer, mobile home, motor home, camper, recreational vehicle or other similar vehicle, nor any truck or van of over 3/4 ton designation, boat, boat and trailer, or trailer alone, shall be parked for any period of time in excess of ten (10) consecutive hours during any twenty-four (24) hour period or stored or otherwise permitted to remain on any lot except in a garage attached to the dwelling unit.

C.    Commercial Vehicles.    Except for vehicles in Pelican Bay for the purposes of performing services for, or delivering goods to, residents of Pelican Bay, no commercial vehicle shall be parked in Pelican Bay at any time except within a garage attached to the dwelling unit.    For purposes of this section, "commercial vehicles" shall mean any automobile, truck or other vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity or to which has been added a cabinet box, platform, rack or other equipment

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for the purpose of carrying goods other than the personal effects of the passengers.

D. Parking Standards. No vehicle of any type shall be parked on any area of a lot not approved by the Architectural Review Committee for such purpose, nor shall any vehicle be parked in any way so as to obstruct pedestrian traffic on sidewalks in any area within Pelican Bay.

Section 3.5 REPAIR OF VEHICLES. There shall be no major repair performed on any motor vehicle or boat on any lot except within an enclosed area.

Section 3.6 [RESERVED FOR FUTURE USE]

Section 3.7 PETS AND ANIMALS. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the owner's lot and shall not be permitted to roam free in the neighborhood. All governmental requirements relating to animals shall also apply to Pelican Bay.

Section 3.8 SIGNS. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except one approved sign giving the name of the occupant of the residence located on said lot and one approved sign advertising the premises for sale. All signs shall be approved by the Architectural Review Committee. The Board of Directors shall have the right to promulgate sign standards from time to time which will then be utilized for the review and approval of proposed signs. No sign shall be permitted in any common area without the prior written approval of the Board of Directors of the Master Association.

Section 3.9 OBNOXIOUS AND OFFENSIVE ACTIVITY. No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private or public nuisance.

Section 3.10 FENCES AND WALLS. No wall, fence, or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Review Committee. The height of fences and walls so approved shall not exceed six feet. Fences and walls shall also contain gates at a location, configuration and width which is consistent with access to the lot for any purposes related to utility or drainage easement maintenance, access to common areas and exercise of common area maintenance functions. The Architectural Review Committee shall have authority to prescribe fence, wall and gate requirements.

Section 3.11 SEWERAGE DISPOSAL. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any lot.

Section 3.12 DRIVEWAYS. No driveway shall be constructed, maintained, altered or permitted to exist on any lot if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot. All driveways must be approved by the Architectural Review Committee in accordance with Section 3.2 hereof.

Section 3.13 UNDERGROUND UTILITIES. The owner or builder shall assume and pay as and when the same shall become due the costs of installation and maintenance of the underground utility system from primary utility lines.

Section 3.14 TREE REMOVAL. Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the Architectural Review Committee. All requests for approval of tree removal shall be submitted to the Architectural Review Committee along with a plan showing generally the location of such tree(s).

Section 3.15 TREE REPLACEMENT. Anyone violating the provisions of Section 3.14 will be required to replace such trees with trees of like size and condition within thirty days after



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demand by the Architectural Review Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Review Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation collectable as provided elsewhere herein. The owner grants to the Architectural Review Committee, its agents, and employees, an easement of ingress and egress over and across said lot to enable it to comply with Section 3.14 and this Section.

Section 3.16 ANTENNAE. No one shall be permitted to install or maintain any outside television or radio antennae, satellite dish antennas, masts, aerials or other tower for the purpose of audio or visual reception or transmission.

Section 3.17 CLOTHESLINES. No clotheslines or other external clothes drying devices shall be permitted in the front or side yards, and all such devices must be screened from view from the street, adjoining lots, and golf course.

Section 3.18 ABOVE-GROUND POOLS. No above-ground pools shall be allowed in Pelican Bay except for children's wading pools that do not exceed two (2) feet in depth.

Section 3.19 EASEMENTS. As stated on the plats for the various Phases and Units in Pelican Bay, there have been established easements for the installation, construction, maintenance and repair of the common areas, streets, drainage, utility services and transmission or distribution of communication and other like services within and outside of Pelican Bay. These easements shall be established by one or more of the following methods, to wit:

(a) Plat - By a specific designation of an easement on the recorded plats;

(b) Deed to Property - By a reservation or specific statement providing for an easement in the deed of conveyance of a given lot, or

(c) Specific Instrument - By a separate instrument to be subsequently recorded by the Developer or the Association.

Section 3.20 CONDITION OF BUILDING AND GROUNDS. It shall

be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. The Board of Directors shall have the right to promulgate rules and standards concerning the provisions of this section. This restriction shall apply before, during and after construction.

Section 3.21 GARBAGE AND TRASH. No lot shall be used or

maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

All residents must use the garbage and trash disposal devices (i.e. cans, plastic bags, etc.) approved by the City of Daytona Beach or the Master Association, whichever entity shall have jurisdiction. These devices must not be placed out for collection nor allowed to remain out after collection except during the times set by the Master Association from time to time.

Section 3.22 MAINTENANCE OF PREMISES. In the event an

owner of any lot or dwelling unit shall fail to maintain the lot and the improvements situated thereon in a manner satisfactory to the Board of Directors or if, in the opinion of the Board, the owner shall be in violation of Sections 3.20 or 3.21 hereof, then the Master Association, after approval by two-thirds (2/3) of the total votes which can be cast by the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The entry on such lot for such purposes shall not constitute a trespass. The cost of such repairs or maintenance

shall be added to and become part of the assessment to which the lot is subject.

Section 3.23 MOTORCYCLES. Motorcycles or other motor powered or non-motor powered vehicles of any type, with the exception of those approved by the Master Association, shall not be operated over or across the nature trails, common areas, or recreational areas in any phase of Pelican Bay.

Section 3.24 USE OF WATER AREAS. All water areas were created to be in compliance with water retention ordinances. No swimming or wading is permitted, and no watercraft are to be allowed in these water areas with the exception of service craft required to maintain the waterways and retention areas. No homeowner, resident, or other person may alter, block, divert, modify or in any way change the waterways and/or retention areas. In addition, no water may be removed from the water areas for irrigation purposes without the prior written permission of the Master Association.

Section 3.25 CONSTRUCTION BONDS. Except for lots owned by Bay Land, Inc., or any entity legally affiliated with Bay Land, Inc., all owners and builders shall be required to post a cash bond in an amount to be set by the Master Association before any construction shall commence on any lot in Pelican Bay. The subject bond shall be posted to insure and secure all clean up and damage costs that may arise as a result of said construction. Said bond shall in no way release the owner or builder from the obligation to pay for any costs or damages that exceed the amount of the said bond.

#### ARTICLE IV

##### SPECIFIC RESTRICTIVE COVENANTS

In addition to the general restrictions contained in Article III hereof which apply throughout Pelican Bay, the following additional restrictions shall apply to the Phases and Units specified below. Both the Master Association and, where applicable, the named sub-association shall have the right to enforce this Article IV.

Section 4.1 Phase I, Unit I (Sandpiper Condominium).

A. Multi-Family Residential Use. No lot shall be used for any purpose except for multi-family residential structures or for community or recreational facilities or structures.

Section 4.2 Phase I, Unit II (The Towns I).

A. Development Standards. There shall be permitted to be constructed attached residential buildings of not more than two stories in height, each containing not more than four separate living units.

B. Easements. It is the intention to have the lots in the Towns Unit developed in four (4) unit clusters. The individual lots within each cluster would be contiguous, but would be surrounded by common area to be owned as part of the common area of the Pelican Bay Patio-Homes Homeowners Association. Accordingly, in addition to the easements of support and maintenance prevailing as to party walls generally, the following additional easements are hereby established and reserved:

(1) An easement in favor of each individual property owner in a cluster over and upon so much of the front and rear yard areas of the adjacent individual property owners within the cluster as shall be reasonably necessary for ingress and egress from the individual residential unit.

(2) An easement in favor of each individual residence in the cluster over and upon so much of the front and rear yard areas of the adjacent residences as shall be reasonably necessary for the construction and subsequent maintenance, reconstruction and repair of that portion of the wall and roof of any adjacent individual owner within the cluster.

(3) An easement in favor of each individual resident owner over the common area owned by the Pelican Bay Patio-Homes Homeowners Association for ingress and egress and for utilities shall be necessary, said easement for ingress and egress and for utilities shall be generally designated on the plat of record.

(4) Anything else herein to the contrary notwithstanding, each unit owner shall be responsible in

exercising the easement rights reserved in the foregoing paragraphs above to use due care to avoid damage or injury to the improvements and landscaping upon the subservient lot, and shall be responsible to repair immediately and without cost or expense to the owner of the subservient lot any damage to the improvements or landscaping on the subservient lot which may result from the exercise of the easement rights granted hereinabove. In the event that any owner in the exercise of such easement rights shall fail to fulfill the obligations imposed by this paragraph, such unit owner shall be liable and responsible for all costs incurred in the enforcement of the obligation in favor of the subservient lot, including reasonable attorneys' fees.

Section 4.3 Phase I, Unit III (Single Family).

A. Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence which shall not exceed 35 feet in height and an attached garage for not less than two cars.

B. Setback and Size Restrictions. All front, side and rear setback and lot line construction restrictions in the single family area shall be as prescribed in the Planned Unit Development Agreement between the Developer and the City of Daytona Beach, Florida. No residence shall contain less than 1,600 square feet of enclosed living area, nor shall any residence contain less than 2,000 square feet of total area covered by roof (including attached garages and porches). All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-size automobiles.

Section 4.4 Phase I, Unit IV (Golf Villas).

A. Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence which shall not exceed 35 feet in height and an attached garage for not less than two cars.

B. Setback and Size Restrictions. All front, side and rear setback and lot line construction restrictions in the Villas Unit shall be as prescribed for Villas in the Planned Unit Development Agreement between the Developer and the City of Daytona Beach, Florida. All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-sized automobiles.

C. Sub-Association. To provide for the maintenance of the common area within Phase I, Unit IV, and any improvements thereon, and to enforce those portions of the Declaration which are applicable thereto, a non-profit corporation known as "The Pelican Bay Villas Homeowners Association, Inc., hereinafter referred to as the "Villas Homeowners Association" has been organized, and said Villas Homeowners Association shall manage and maintain the common areas including Parcel "A" as designated on the plat of Phase I, Unit IV, in accordance with the terms, provisions and conditions of this Declaration, the Articles of Incorporation, and the Bylaws of the said Villas Homeowners Association which are attached hereto and made a part hereof as Exhibits "C" and "D", respectively. The owner or owners of each lot in Phase I, Unit IV, shall automatically become members of the Villas Homeowners Association upon acquisition of an ownership interest and title to any lot in its appurtenant undivided interest in the common area and the membership of such owner shall terminate automatically upon such owner being divested of such ownership interest in title to such lot, regardless of the means by which such ownership may be divested. No person, firm, or corporation holding any lien, mortgage or other encumbrance upon any lot shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Villas Homeowners Association or to any of the rights, privileges, or duties of such membership, provided, however, that nothing herein shall be construed as prohibiting the membership in the Villas Homeowner Association of a mortgagee who acquires title to a lot either by foreclosure or by voluntary conveyance

from its mortgagor or his successor. In the management and maintenance of the common area and to exercise other duties and powers provided hereunder, the said Villas Homeowners Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the common area as the board of directors of the Villas Homeowners Association may deem to be in the best interest of its members.

D. Power to Assess. The Villas Homeowners Association shall have the power to assess each member for the actual and estimated expense of administration of the Villas Homeowners Association; the actual and estimated expense of maintenance of the common area, including the maintenance of adequate public liability insurance. No assessments shall be made for any capital improvement or improvements within any one year if the cost of such capital improvement would increase the annual assessment by more than 25% over the previous year unless such increased assessment be approved by 80% of the membership. Each lot owner within the Villas Homeowners Association shall bear his pro rata share of the total expenses. The initial assessment shall begin on January 1, 1980, and shall be at the rate of \$10.00 per lot per year. This assessment shall remain in effect until the Villas Homeowners Association establishes a budget and sets the assessments in accordance with this Declaration, the Articles of Incorporation of the Villas Homeowners Association, and the By-Laws of the Association.

E. Assessments Generally.

(1) Setting Budget and Assessments. After the first year, assessments shall be determined from the annual budget which shall be prepared by the Board of Directors and approved by the Villas Homeowners Association at its annual meeting. The assessment may be increased upon approval of 60% of the membership at any subsequent regular or special meeting but only

upon recommendation of the Board and notice of the recommendation to all members given ten days prior to said meeting, provided, however, that nothing herein shall preclude the Board of Directors from declaring and causing to be levied an emergency assessment not to exceed one year's regular assessment, and such emergency assessment may be levied without notice to the membership or any meeting of the membership.

(2) Due Dates. Assessments shall be paid on or before January 15 of each year. Assessments not paid on or before the date due are delinquent and shall bear interest at the rate of 18% per annum until paid. In addition, delinquency in payment shall immediately authorize the filing of a claim of lien for the enforcement of payment as hereinafter provided.

(3) No Waiver of Payment. There shall be no exemption from payment of any assessment or installation thereof by waiver of the use of the common property, abandonment or extended absence from the property, or for any other reason.

(4) Excess Assessments. Any excess in assessed revenue at the end of the fiscal year shall be credited against the assessment for the following year.

(5) Subordination of Assessment. In the event that any person, firm, or corporation shall acquire title to any lot and its appurtenant undivided interest in the common property by virtue of any foreclosure or judicial sale, or in the event that a first mortgagee shall acquire the title by deed from its mortgagor or his successors, such person, firm, corporation or first mortgagee shall not be liable and obligated for the payment of any assessment or assessments which were in default and delinquent at the time it acquires its title. Any assessment for which the party so acquiring title shall not be liable shall be absorbed and payable to all owners of all lots as an expense of the Villas Homeowners Association, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the



enforcement or collection of such payment by means other than foreclosure.

(6) Lien Rights. Recognizing that proper management and operation of the common area and the improvements thereto result in benefit to all members of the Villas Homeowners Association by protection of the investment of each member, the Villas Homeowners Association is hereby granted a lien upon each lot and each parcel hereafter created within an accepted lot, and the interest of each member in the common area to secure and assessment hereafter levied as described above. Each owner shall be liable for, and their lien shall also secure, the cost and expenses, including attorneys' fees, which may be incurred by the Villas Homeowners Association in enforcing this lien. This lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted shall further secure such advances for taxes and payments on superior mortgages, liens or encumbrances which may be required to be advanced by the Villas Homeowners Association. The Villas Homeowners Association shall be entitled to interest at the rate of 18% per annum on all such advances. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or encumbrance thereon, are hereby placed on notice of the lien granted to the Villas Homeowners Association and shall, except as otherwise herein set forth, acquire such interest expressly subject to this lien.

(7) Use of Assessments. All monies collected by the Villas Homeowners Association shall be treated as the separate property of said Villas Homeowners Association and such monies may be applied by the Villas Homeowners Association to the payment of any expense of operating and maintaining the common area, or to the proper undertaking of any act or duty imposed upon it by virtue of this Declaration or any of the Articles of Agreement, Articles of Incorporation and By-Laws of said Villas Homeowners Association, and the monies for any assessment paid to

the Villas Homeowners Association by any owner of a lot may be commingled with monies paid to the Villas Homeowners Association by owners of other lots. Although all funds and other assets of the Villas Homeowners Association, and any profits derived therefrom shall be held for the benefit of the members of the Villas Homeowners Association, no member of the Villas Homeowners Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his lot. When an owner of a lot shall cease to be a member of the Villas Homeowners Association by reason of divestment of his ownership of such lot, by whatever means, Villas Homeowners Association shall not be required to account to such owner for any share of the funds or the assets of the Villas Homeowners Association.

F. Architectural Review Committee

(1) Establishment. The Villas Homeowners Association is hereby authorized to establish an Architectural Review Committee to review proposed building or structures (including the plans and specification for same) as to the quality of workmanship and materials, harmony of external design and location of the building or structure with comparison to existing buildings or structures, the location of the building or structure with respect to the topography, vegetation and the finished grade or elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, or construction, including considerations based exclusively on aesthetic factors.

(2) Number and Term. The Architectural Review Committee established by The Villas Homeowners Association shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three-year terms by the Board of Directors of The Villas Homeowners Association and in the event of death, resignation, inability to serve or other vacancy in the office of any member of the Architectural Review Committee, the Board of

Directors of The Villas Homeowners Association shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced.

(3) Decisions/Appeal/Master Association. The Architectural Review Committee shall indicate any disapproval of the matters required to be acted upon by them, by a written instrument filed with the Secretary of the Board of Directors of The Villas Homeowners Association and served personally or by certified mail upon the owner and all other interested parties identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Review Committee may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of The Villas Homeowners Association and the Board shall take action on such appeal and either approve or disapprove the decision of the Committee within two (2) weeks after receipt of said appeal to the Board and the action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the Committee shall be final. If the Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application for its approval, then it shall be conclusively presumed that the plans as submitted have been approved by the Architectural Review Committee.

Approval by the Architectural Review Committee for The Villas Homeowners Association shall be a condition precedent to the lot owner's application to the Architectural Review Committee for the Master Association and shall not relieve the lot owner from obtaining approval of the Architectural Review Committee for the Master Association.

(4) Walls, Etc. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Review Committee.

G. Enforcement Rights. The Villas Homeowners Association shall have the power and right to enforce, by any proceeding at

law or in equity, the provisions of Article III hereof and this Section 4.4 and all rules and regulations promulgated thereunder. This right to enforce exists contemporaneously with the rights to enforce these same provisions which are held by the Master Association.

If any of the covenants, restrictions, easements, obligations, conditions, and rules and regulations imposed on Phase I, Unit IV, by Article III or this Section 4.4 are violated or broken or violated by an owner (or a party occupying the lot with the owner's permission or consent) then such person violating the said restrictions shall be liable to The Villas Homeowners Association for reasonable attorney's fees incurred by the Association in enforcing said restrictions or correcting such violation or default. In order to insure to the Association the payment of reasonable attorney's fees, the Association is authorized to file a Claim of Lien against the lot and to enforce the same in accordance with the procedure established under the Covenants and Restrictions for the enforcement of unpaid assessments.

Section 4.5 Phase II (Single Family). Phase II is subject to the same restrictions as apply to Phase I, Unit III, as contained in Section 4.3 hereof.

Section 4.6 Phase III, Unit I (Village on the Green/Cluster).

A. Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence which shall not exceed 35 feet in height and an attached garage for not less than two cars.

B. Setbacks/Garages. All front, side and rear setback and lot line construction restrictions in the Cluster Unit shall be as prescribed for the Cluster Unit in the Planned Unit Development Agreement between the Developer and the City of Daytona Beach, Florida. All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-sized automobiles.

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C. Sub-Association. To provide for the maintenance of the common area within Phase III, Unit I, and any improvements thereon, and to enforce those portions of the Declaration which are applicable thereto, a non-profit corporation known as "The Pelican Bay Cluster Homeowners Association, Inc., hereinafter referred to as the "Cluster Homeowners Association" has been organized, and said Cluster Homeowners Association shall manage and maintain the common areas as designated on the plat of Phase III, Unit I, in accordance with the terms, provisions and conditions of this Declaration, the Articles of Incorporation, and the Bylaws of the said Cluster Homeowners Association which are attached hereto and made a part hereof as Exhibits "E" and "F", respectively. The owner or owners of each lot in Phase III, Unit I, shall automatically become members of the Cluster Homeowners Association upon acquisition of an ownership interest and title to any lot in its appurtenant undivided interest in the common area and the membership of such owner shall terminate automatically upon such owner being divested of such ownership interest in title to such lot, regardless of the means by which such ownership may be divested. No person, firm, or corporation holding any lien, mortgage or other encumbrance upon any lot shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Cluster Homeowners Association or to any of the rights, privileges, or duties of such membership, provided, however, that nothing herein shall be construed as prohibiting the membership in the Cluster Homeowners Association of a mortgagee who acquires title to a lot either by foreclosure or by voluntary conveyance from its mortgagor or his successor. In the management and maintenance of the common area and to exercise other duties and powers provided hereunder, the said Cluster Homeowners Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the common area as the

board of directors of the Cluster Homeowners Association may deem to be in the best interest of its members.

D. Power to Assess. The Cluster Homeowners Association shall have the power to assess each member for the actual and estimated expense of administration of the Cluster Homeowners Association; the actual and estimated expense of maintenance of the common area, including the maintenance of adequate public liability insurance. No assessments shall be made for any capital improvement or improvements within any one year if the cost of such capital improvement would increase the annual assessment by more than 25% over the previous year unless such increased assessment be approved by 80% of the membership. Each lot owner within the Cluster Homeowners Association shall bear his pro rata share of the total expenses. The initial assessment shall begin on January 1, 1980, and shall be at the rate of \$10.00 per lot per year. This assessment shall remain in effect until the Cluster Homeowners Association establishes a budget and sets the assessments in accordance with this Declaration, the Articles of Incorporation of the Cluster Homeowners Association, and the By-Laws of the Association.

E. Assessments Generally.

(1) Setting Budget and Assessments. After the first year, assessments shall be determined from the annual budget which shall be prepared by the Board of Directors and approved by the Cluster Homeowners Association at its annual meeting. The assessment may be increased upon approval of 60% of the membership at any subsequent regular or special meeting but only upon recommendation of the Board and notice of the recommendation to all members given ten days prior to said meeting, provided, however, that nothing herein shall preclude the Board of Directors from declaring and causing to be levied an emergency assessment not to exceed one year's regular assessment, and such emergency assessment may be levied without notice to the membership or any meeting of the membership.

(2) Due Dates. Assessments shall be paid on or before January 15 of each year. Assessments not paid on or before the date due are delinquent and shall bear interest at the rate of 18% per annum until paid. In addition, delinquency in payment shall immediately authorize the filing of a claim of lien for the enforcement of payment as hereinafter provided.

(3) No Waiver of Payment. There shall be no exemption from payment of any assessment or installation thereof by waiver of the use of the common property, abandonment or extended absence from the property, or for any other reason.

(4) Excess Assessments. Any excess in assessed revenue at the end of the fiscal year shall be credited against the assessment for the following year.

(5) Subordination of Assessment. In the event that any person, firm, or corporation shall acquire title to any lot and its appurtenant undivided interest in the common property by virtue of any foreclosure or judicial sale, or in the event that a first mortgagee shall acquire the title by deed from its mortgagor or his successors, such person, firm, corporation or first mortgagee shall not be liable and obligated for the payment of any assessment or assessments which were in default and delinquent at the time it acquires its title. Any assessment for which the party so acquiring title shall not be liable shall be absorbed and payable to all owners of all lots as an expense of the Cluster Homeowners Association, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.

(6) Lien Rights. Recognizing that proper management and operation of the common area and the improvements thereto result in benefit to all members of the Cluster Homeowners Association by protection of the investment of each member, the Cluster Homeowners Association is hereby granted a lien upon each lot and each parcel hereafter created within an accepted lot, and

the interest of each member in the common area to secure and assessment hereafter levied as described above. Each owner shall be liable for, and their lien shall also secure, the cost and expenses, including attorneys' fees, which may be incurred by the Cluster Homeowners Association in enforcing this lien. This lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted shall further secure such advances for taxes and payments on superior mortgages, liens or encumbrances which may be required to be advanced by the Cluster Homeowners Association. The Cluster Homeowners Association shall be entitled to interest at the rate of 18% per annum on all such advances. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or encumbrance thereon, are hereby placed on notice of the lien granted to the Cluster Homeowners Association and shall, except as otherwise herein set forth, acquire such interest expressly subject to this lien.

(7) Use of Assessments. All monies collected by the Cluster Homeowners Association shall be treated as the separate property of said Cluster Homeowners Association and such monies may be applied by the Cluster Homeowners Association to the payment of any expense of operating and maintaining the common area, or to the proper undertaking of any act or duty imposed upon it by virtue of this Declaration or any of the Articles of Agreement, Articles of Incorporation and By-Laws of said Cluster Homeowners Association, and the monies for any assessment paid to the Cluster Homeowners Association by any owner of a lot may be comingled with monies paid to the Cluster Homeowners Association by owners of other lots. Although all funds and other assets of the Cluster Homeowners Association, and any profits derived therefrom shall be held for the benefit of the members of the Cluster Homeowners Association, no member of the Cluster Homeowners Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership



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interest therein, except as an appurtenance to his lot. When an owner of a lot shall cease to be a member of the Cluster Homeowners Association by reason of divestment of his ownership of such lot, by whatever means, Cluster Homeowners Association shall not be required to account to such owner for any share of the funds or the assets of the Cluster Homeowners Association.

F. Architectural Review. All architectural review in Phase III, Unit I, shall be performed by the Master Association pursuant to Article III hereof.

G. Enforcement Rights. The Cluster Homeowners Association shall have the power and right to enforce, by any proceeding at law or in equity, the provisions of Article III hereof and this Section 4.6 and all rules and regulations promulgated thereunder. This right to enforce exists contemporaneously with the rights to enforce these same provisions which are held by the Master Association.

If any of the covenants, restrictions, easements, obligations, conditions, and rules and regulations imposed on Phase III, Unit I, by Article III or this Section 4.6 are violated or broken or violated by an owner (or a party occupying the lot with the owner's permission or consent) then such person violating said restrictions shall be liable to the Cluster Homeowners Association for reasonable attorney's fees incurred by the Association in enforcing said restrictions or correcting such violation or default. In order to insure to the Association the payment of reasonable attorney's fees, the Association is authorized to file a Claim of Lien against the lot and to enforce the same in accordance with the procedure established under the Covenants and Restrictions for the enforcement of unpaid assessments.

Section 4.7 Phase III, Unit II (Single Family). Phase III, Unit II, is subject to the same restrictions as apply to Phase I, Unit III, as contained in Section 4.3 hereof.

Section 4.8 Phase IV, Unit I (New Patio Homes/The Towns).

Phase IV, Unit I, is subject to the same restrictions as apply to Phase I, Unit II, as contained in Section 4.2 hereof.

Section 4.9 Phase IV, Unit II (Golf Villas). Phase IV,

Unit II, is subject to the same restrictions as apply to Phase I, Unit IV, as contained in Section 4.4 hereof.

Section 4.10 Phase IV, Unit III (Palma Del Sol).

Maintenance Obligations of the Master Association. The

Master Association shall be responsible for the maintenance and operation of the private street, being Sea Hawk Drive, shown on the plat of Palma Del Sol, and those portions of the common areas shown on the plat that have been improved for the purpose of providing ingress and egress and parking for all lands within the area. The Master Association shall maintain such areas in good order and repair, and shall provide such services as part of the regular assessments levied against all lots within the overall Pelican Bay development pursuant to Article V of this Declaration.

Section 4.11 Phase IV, Unit IV (St. Andrews Highlands).

A. Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than buildings designed for residential use and private garages.

B. Maintenance of Common Areas. All streets, roads and retention areas within Phase IV, Unit IV, shall be maintained by the Master Association; all other common areas in Phase IV, Unit IV, shall be maintained by the sub-association:

Section 4.12 Phase V, Unit I.

A. "Ranchettes".

(1) Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence sharing a common wall or walls with one residence on an adjacent lot. No dwelling or residence shall exceed 35 feet in height and all dwellings and residences shall have an attached garage for not less than two (2) cars.

(2) Setback and Size Restrictions. All front, side and rear setback and lot line construction restrictions in the subdivision shall be as prescribed for the Two Family Ranchettes residences in the Planned Unit Development Agreement between the Developer and the City of Daytona Beach, Florida. No individual dwelling unit shall contain less than 1,300 square feet of enclosed living area, exclusive of garages and porches. All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-sized automobiles.

(3) Sub-Association. To provide for the maintenance of the common area within the Ranchettes area of Phase V, Unit I, and any improvements thereon, and to enforce those portions of the Declaration which are applicable thereto, a non-profit corporation known as "The Pelican Bay Ranchettes Homeowners Association, Inc.", hereinafter referred to as the "Ranchettes Homeowners Association" has been organized, and said Ranchettes Homeowners Association shall manage and maintain the common areas as designated on the plat of the Ranchettes area of Phase V, Unit I, in accordance with the terms, provisions and conditions of this Declaration, the Articles of Incorporation, and the Bylaws of the said Ranchettes Homeowners Association which are attached hereto and made a part hereof as Exhibits "G" and "H", respectively. The owner or owners of each lot in the Ranchettes area of Phase V, Unit I, shall automatically become members of the Ranchettes Homeowners Association upon acquisition of an ownership interest and title to any lot in its appurtenant undivided interest in the common area and the membership of such owner shall terminate automatically upon such owner being divested of such ownership interest in title to such lot, regardless of the means by which such ownership may be divested. No person, firm, or corporation holding any lien, mortgage or other encumbrance upon any lot shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Ranchettes Homeowners Association or to any of the rights,

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privileges, or duties of such membership, provided, however, that nothing herein shall be construed as prohibiting the membership in the Ranchettes Homeowner Association of a mortgagee who acquires title to a lot either by foreclosure or by voluntary conveyance from its mortgagor or his successor. In the management and maintenance of the common area and to exercise other duties and powers provided hereunder, the said Ranchettes Homeowners Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the common area as the board of directors of the Ranchettes Homeowners Association may deem to be in the best interest of its members.

(4) Power to Assess. The Ranchettes Homeowners Association shall have the power to assess each member for the actual and estimated expense of administration of the Ranchettes Homeowners Association; the actual and estimated expense of maintenance of the common area, including the maintenance of adequate public liability insurance. No assessments shall be made for any capital improvement or improvements within any one year if the cost of such capital improvement would increase the annual assessment by more than 25% over the previous year unless such increased assessment be approved by 80% of the membership. Each lot owner within the Ranchettes Homeowners Association shall bear his pro rata share of the total expenses. The initial assessment shall begin on January 1, 1980, and shall be at the rate of \$10.00 per lot per year. This assessment shall remain in effect until the Ranchettes Homeowners Association establishes a budget and sets the assessments in accordance with this Declaration, the Articles of Incorporation of the Ranchettes Homeowners Association, and the By-Laws of the Association.

(5) Assessments Generally.

(a) Setting Budget and Assessment. After the first year, assessments shall be determined from the annual

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budget which shall be prepared by the Board of Directors and approved by the Ranchettes Homeowners Association at its annual meeting. The assessment may be increased upon approval of 60% of the membership at any subsequent regular or special meeting but only upon recommendation of the Board and notice of the recommendation to all members given ten days prior to said meeting, provided, however, that nothing herein shall preclude the Board of Directors from declaring and causing to be levied an emergency assessment not to exceed one year's regular assessment, and such emergency assessment may be levied without notice to the membership or any meeting of the membership.

(b) Due Dates. Assessments shall be paid on or before January 15 of each year. Assessments not paid on or before the date due are delinquent and shall bear interest at the rate of 18% per annum until paid. In addition, delinquency in payment shall immediately authorize the filing of a claim of lien for the enforcement of payment as hereinafter provided.

(c) No Waiver of Payment. There shall be no exemption from payment of any assessment or installation thereof by waiver of the use of the common property, abandonment or extended absence from the property, or for any other reason.

(d) Excess Assessments. Any excess in assessed revenue at the end of the fiscal year shall be credited against the assessment for the following year.

(e) Subordination of Assessment. In the event that any person, firm, or corporation shall acquire title to any lot and its appurtenant undivided interest in the common property by virtue of any foreclosure or judicial sale, or in the event that a first mortgagee shall acquire the title by deed from its mortgagor or his successors, such person, firm, corporation or first mortgagee shall not be liable and obligated for the payment of any assessment or assessments which were in default and delinquent at the time it acquires its title. Any assessment for which the party so acquiring title shall not be liable shall be absorbed and payable to all owners of all lots as an expense of

the Ranchettes Homeowners Association, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.

(f) Lien Rights. Recognizing that proper management and operation of the common area and the improvements thereto result in benefit to all members of the Ranchettes Homeowners Association by protection of the investment of each member, the Ranchettes Homeowners Association is hereby granted a lien upon each lot and each parcel hereafter created within an accepted lot, and the interest of each member in the common area to secure and assessment hereafter levied as described above. Each owner shall be liable for, and their lien shall also secure, the cost and expenses, including attorneys' fees, which may be incurred by the Ranchettes Homeowners Association in enforcing this lien. This lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted shall further secure such advances for taxes and payments on superior mortgages, liens or encumbrances which may be required to be advanced by the Ranchettes Homeowners Association. The Ranchettes Homeowners Association shall be entitled to interest at the rate of 18% per annum on all such advances. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or encumbrance thereon, are hereby placed on notice of the lien granted to the Ranchettes Homeowners Association and shall, except as otherwise herein set forth, acquire such interest expressly subject to this lien.

(g) Use of Assessments. All monies collected by the Ranchettes Homeowners Association shall be treated as the separate property of said Ranchettes Homeowners Association and such monies may be applied by the Ranchettes Homeowners Association to the payment of any expense of operating and

maintaining the common area, or to the proper undertaking of any act or duty imposed upon it by virtue of this Declaration or any of the Articles of Agreement, Articles of Incorporation and By-Laws of said Ranchettes Homeowners Association, and the monies for any assessment paid to the Ranchettes Homeowners Association by any owner of a lot may be comingled with monies paid to the Ranchettes Homeowners Association by owners of other lots. Although all funds and other assets of the Ranchettes Homeowners Association, and any profits derived therefrom shall be held for the benefit of the members of the Ranchettes Homeowners Association, no member of the Ranchettes Homeowners Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his lot. When an owner of a lot shall cease to be a member of the Ranchettes Homeowners Association by reason of divestment of his ownership of such lot, by whatever means, the Ranchettes Homeowners Association shall not be required to account to such owner for any share of the funds or the assets of the Ranchettes Homeowners Association.

(6) Architectural Review Committee. All architectural review in the Ranchettes area of Phase V, Unit I, shall be performed by the Master Association pursuant to Article III hereof.

(7) Enforcement Rights. The Ranchettes Homeowners Association shall have the power and right to enforce, by any proceeding at law or in equity, the provisions of Article III hereof and this Section 4.12(A) and all rules and regulations promulgated thereunder. This right to enforce exists contemporaneously with the rights to enforce these same provisions which are held by the Master Association.

If any of the covenants, restrictions, easements, obligations, conditions, and rules and regulations imposed on the Ranchettes area of Phase V, Unit I, by Article III or this Section 4.12(A) are violated or broken or violated by an owner (or a party occupying the lot with the owner's permission or

consent) then such person violating said restrictions shall be liable to the Ranchettes Homeowners Association for reasonable attorney's fees incurred by the Ranchettes Homeowners Association in enforcing said restrictions or correcting such violation or default. In order to insure to the Ranchettes Homeowners Association the payment of reasonable attorney's fees, said Association is authorized to file a Claim of Lien against the lot and to enforce the same in accordance with the procedure established under the Covenants and Restrictions for the enforcement of unpaid assessments.

(8) Easements.

(a) Establishment. As is or will be stated on the plat for the Ranchettes, there have been established easements for the installation, construction, maintenance and repair of the common areas, streets, drainage, utility services and transmission or distribution of communication and other like services within and outside of this area. These easements shall be established by one or more of the following methods, to wit:

(i) Plat. By a specific designation of an easement on the recorded plat of this area,

(ii) Deed to Property. By a reservation or specific statement providing for an easement in the deed of conveyance of a given lot in this area, or

(iii) Specific Instrument. By a separate instrument to be subsequently recorded by the Developer or the Association.

The Developer reserves to itself, its successors and its assigns, the right to grant new utility or drainage easements or modify existing utility or drainage easements from time to time on property still owned by it at the time of the grant or modification if Developer determines in the exercise of its discretion that the grant or modification will not be injurious to neighboring properties.

(b) No Structures in Easement. Within any easement, no structure, vegetation, or other material shall be



placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or change the direction, retard, or obstruct the flow of drainage channels in the easement areas provided, however, that a residence shall be permitted to remain on any property containing a drainage or utility easement after the residence has been constructed on such easement property without the builder's actual knowledge of the encroachment on easement property, and such residence shall not be deemed to be in violation of the covenants and easements contained in this Declaration, and no suit or liability will arise because of such encroachment.

(c) Relocation of Easement. In the event the construction of a residence on property containing a drainage or utility easement makes the installation or maintenance of utilities or drainage facilities on the easement property unreasonably difficult, Developer may relocate said easements in the areas whose ownership the Developer has retained at the time of such relocation.

(d) Architectural Review Committee. In no event shall the Architectural Review Committee have any liability for any approval of building or lot plans regardless of whether the plans would indicate that an encroachment on property over or on which an easement runs will occur.

(e) Easement Maintenance Requirements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority is responsible.

(f) Duty of Care. Each lot owner shall be responsible in exercising any of the easement rights reserved or granted in these restrictive covenants to use due care to avoid damage or injury to the improvements and landscaping upon the subservient lot and shall be responsible to repair immediately and without cost or expense to the owner of the subservient lot any damage to the improvements or landscaping on the subservient lot which may result from the exercise of the easement rights

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granted herein. In the event that any owner in the exercise of such easement rights shall fail to fulfill the obligations imposed by this paragraph, such owner shall be liable and responsible for all costs incurred in the enforcement of the obligations in favor of the subservient lot, including reasonable attorneys' fees.

(9) Party Walls. Each owner of a segment of a party wall (that is, any wall or walls, any segment(s) or portion(s) of which are common to another dwelling unit) agrees with the owner of the adjoining segment as follows:

(a) Cost of Maintenance. The cost of the maintenance of said wall shall be borne equally by all owners of segments of the party wall.

(b) Alterations. In the event the party wall is at any time extended either in depth, length, or height, any expenses thereof shall be borne equally by the respective parties. No changes or alterations shall be made in a party wall that would weaken the wall in any way or interfere with the respective parties' use thereof as a party wall. No alterations or changes shall be made in any party wall without the written consent of the adjoining owner, the Architectural Review Committee and of any person, firm or corporation holding any lien, mortgage, or other encumbrance upon any lot upon which any portion of the party wall to be altered is located.

(c) Repair and Rebuild. In the event that it shall be necessary at any time to repair or rebuild a party wall or any portion thereof, the cost of the repairing and/or rebuilding and thereafter maintaining the wall shall be borne equally by the respective parties sharing the wall, provided that if one party's negligent or intentional act damages a party wall that party shall bear the entire cost of repair or rebuilding necessitated by such negligent or intentional act.

(10) Roof Easements. It is the intention of the Developer to improve the lots with attached dwellings in one and two story duplex clusters. Accordingly, in addition to the

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easements of support and maintenance prevailing as to party walls generally, there is hereby established and reserved an easement in favor of certain residences over and upon adjacent residences for roofs overhanging adjacent lots and for necessary and subsequent maintenance, reconstruction and repair of that portion of any roof which extends over the side lot lines of the adjacent residences. In addition, there is hereby established and reserved an easement in favor of two story residences, over so much of the roofs of adjacent residences as shall be reasonably necessary, for the construction, reconstruction, maintenance and repair of the second story non-party walls of the two story residences and those portions of the roofs of two story residences which extend over the side lot lines of the adjacent residences.

(11) Driveway Easements. Each lot shares a concrete driveway with an adjacent lot, each such driveway being approximately nine feet on either side of the boundary line separating the lots. Each lot shall carry appurtenant thereto a cross-easement for ingress and egress to that lot over the entire 18 foot wide driveway. No fences or other structures or objects shall be erected or permitted to remain which impede the full use of the entire driveway for ingress and egress to any lot it serves. No lot owner shall park or permit to be parked that owner's or that owner's guests', invitees', or licensees', motor vehicle(s) on any part of a driveway located on an adjacent lot. This cross-easement is for ingress and egress purposes, not for parking, and neither lot owner sharing a driveway may obstruct the portion of the driveway not owned by him without the express consent of the adjacent lot owner. In the event that any such concrete driveway becomes damaged, or deteriorates into a state of disrepair, then either lot owner having an easement over said driveway may make reasonable repairs to correct such damage or deterioration, and each owner of the lots that said driveway serves shall bear equally the cost of repairs, provided that if a driveway is damaged by the negligent or intentional act of one of

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the lot owners or that owner's guests, licensees, or invitees, then that lot owner shall bear the sole cost of repairing damage caused by that negligent or intentional act.

(12) General Obligations. The owners of each lot and dwelling unit shall have the following obligations and responsibilities to each owner of, an attached residence, which obligations shall constitute covenants running with the land:

(a) Maintenance of Exterior of Residence. Each owner shall maintain and keep in good repair the exterior of his residence, including specifically so much of the walls (exterior and that portion of the party wall or walls) and of the roof as are located within the boundaries of such owner's lot. In addition, to the extent that easements exist on adjacent lots for the location, maintenance and repair of a portion of an owner's residence, the owner shall be responsible for the maintenance of that portion of his residence on the adjacent lot or lots. In an owner fails to maintain diligently and to repair promptly any portion of his dwelling, and, as a result of such failure, there is damage to the person or the property of the owner of the attached dwelling, or to the person or property of his family, tenants, or guests, then the defaulting owner shall be liable and responsible for all such damage, and for any costs incurred in the collection thereof, including reasonable attorneys' fees.

(b) Exterior Trim. No owner shall install shutters, awnings or other decorative exterior trim, other than the replacement of such items as were included in the original construction and small exterior decorations such as address plates, name plates, decorative decals or hangings, covering not more than 4 square feet of any facade.

(c) Exterior Paint and Color. Each owner shall cooperate with his neighbor or neighbors in the painting of the trim and the exterior so that the architectural integrity of the building shall be maintained. No owner shall change the color scheme of the exterior of his dwelling without the prior written

consent of each owner with whom a party wall is shared and the prior written consent of the Architectural Review Committee.

B. "Mallard Cove".

(1) Development Standards. No lot shall be used for any purpose except residential single family use. Single family use includes use by a single person, a group of persons related by consanguinity, marriage or adoption, a group of non-related persons provided that if the persons are not related that there shall be no more than two persons in a two-bedroom dwelling or three persons in a three bedroom dwelling. No dwelling or residence shall exceed 35 feet in height and all dwellings and residences shall have an attached garage for not less than two cars.

(2) Setbacks. All residential structures shall be located on the lot to comply with the following setback lines: front setback line - 25 feet; side setback lines - 7-1/2 feet (interior side lines), 20 feet (corner side lines); rear setback lines - 0 feet.

C. "Islandia".

(1) Development Standards. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence. No residence shall exceed two stories, limited to a maximum of 35 feet in height and all residences shall have an attached garage for not less than two cars.

(2) Setback and Size Restrictions. All front, side and rear setback, lot line construction restrictions and square footage requirements shall be as set forth in the Amendment to the Pelican Bay R-PUD Agreement approved by the City of Daytona Beach, Ordinance No. 86-353, as the same may be construed and/or amended from time to time by agreement between the Developer and/or its successor in title to the real property and the City of Daytona Beach. Applicable setback, lot line and square footage requirements are as follows:

Minimum Building Setbacks

<u>FRONT</u>	<u>INTERIOR SIDE</u>	<u>SECONDARY STREET SIDE (CORNER/LOT)</u>	<u>REAR</u>
20' from road R.O.W.	Interior side yard to be a minimum of 3.6 feet. Maintain a minimum of 15 feet side to side building separation.	15'	0'

Minimum Living Area per Residence

1280 square feet

Percentage of Lot Covered by Buildings

10-20% of lot area

(3) Representative to the Master Association. The President of the sub-association or, in his absence, the Vice-President or, in the absence of both, the Secretary, shall represent the Members of the sub-association in all matters relating to the Master Association and shall be entitled to cast the votes of the eligible members of the sub-association on all matters coming before the Master Association on which the sub-association's membership is entitled to vote.

(a) Voting Representative. On all matters where a vote of the sub-association's membership is permitted, the voting representative shall cast the total votes of all members of the sub-association as he deems appropriate, except on the following matters:

(i) the election of directors of the Master Association;

(ii) any proposal for a capital improvement to the Master Association Property which would require a special assessment against the members of more than twice the regular monthly assessment;

(iii) the institution of litigation, other than for collection of assessments or for the enforcement of, and/or damages for violation of, specific covenants contained in the Master Declaration or any amendment thereof or any supplementary Declaration;

(iv) any matter where the Master Association documents require the polling of individual members of sub-associations; and

(v) where, by a majority of the total votes authorized to be cast by all members of the Master Association, the Master Association at a duly called meeting directs the polling of individual members of sub-associations.

(b) How Votes are Cast. On all matters specified in subparagraph (a) (i) through (v) above, the voting representative shall cast the votes of the sub-association's membership in the numbers that they are recorded at a duly held meeting of the sub-association at which such matter is considered.

Section 4.13 Phase V, Unit II (Westgate). Phase V, Unit II, is subject to the same restrictions as apply to Phase I, Unit I, as contained in Section 4.1 hereof.

Section 4.14 Phase V, Unit III (Eastgate). Phase V, Unit III, is subject to the same restrictions as apply to Phase I, Unit I, as contained in Section 4.1 hereof.

Section 4.15 Phase VI, Unit I (Hawks Landing). Phase VI, Unit I, is subject to the same restrictions as apply to Phase I, Unit I, as contained in Section 4.1 hereof.

Section 4.16 Phase VI, Units II and III (Single Family). Phase VI, Units II and III, are subject to the same restrictions as apply to Phase I, Unit III, as contained in Section 4.3 hereof.

#### ARTICLE V

##### MASTER ASSOCIATION

Section 5.1 Pelican Bay Homeowners Association, Inc., and effect of Amendment at O.R. Book 3200, page 376. To effectively provide for the administration of the common areas by the owners of lots in Pelican Bay and for the enforcement of the terms of this Declaration, Pelican Bay Homeowners Association, Inc., a/k/a Pelican Bay Homeowners Association of Daytona Beach, Inc., a non-profit Florida corporation ("Master Association"), has been

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created. The Master Association shall operate and manage the common areas, assist in the enforcement of the 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 said Master Association, as amended by the document recorded in O.R. Book 3200, page 376. True and complete copies of the Articles of Incorporation and By-Laws of the Master Association are attached hereto as Exhibits "I" and "J", respectively, and such documents are made a part hereof. Anything else stated herein notwithstanding, the recorded document which is found at O.R. Book 3200, page 376, has the effect of establishing changes in the composition of the Board of Directors of the Master Association. This document is attached as part of Exhibits "I" and "J" and is an integral part of this document.

Section 5.2 Members. The owner of each lot in Pelican Bay as described on Exhibit "A", and future units of Pelican Bay when filed by the Developer, shall automatically become members of the Master Association upon his, her or their acquisition of an ownership interest in title to any lot. The membership of such owner shall terminate automatically at the time that such owner is divested of such ownership interest or title to such lot, regardless of the means by which such ownership may have been divested.

Section 5.3 Non-Members. No person, corporation, or other business entity holding any lien, mortgage, or other encumbrance upon any lot shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the Master 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 Master Association of a person, corporation, or other business entity which acquires title to a lot either by



foreclosure or by voluntary conveyance from a mortgagor, his successor or assign.

Section 5.4 Duties and Powers. In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Master 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 of the Master Association may from time to time deem appropriate and in the best interests of the Master Association.

#### ARTICLE VI

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot 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 covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Master Association or its successors or assigns the following:

(a) Regular Assessments. All regular assessments or charges and,

(b) Emergency Assessments. All emergency assessments or charges for the purposes set forth in Section 6.2. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The regular and emergency assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable

attorney's fees) shall be the joint and several obligation of each grantee and grantor for any and all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts so paid by the grantee. In the case of joint ownership of a residential lot, each owner shall be individually, jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 6.2 Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties and to provide services which the Master Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repairs, replacements, and to acquire additions to the Common Areas, payment of the costs of labor, services, equipment, materials, management, and other supervision necessary to carry out the authorized functions of the Master Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized functions, including the payment of mortgages covering the Common Area and Property at the time of conveyance to the Master Association as a pre-condition to use of such facilities. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Master Association exceed its expenses and reasonable reserves to an extent which would violate the Master Association's non-profit status.

Section 6.3 Developer Obligation. See Article XIII hereof for Developer's duties, rights and obligations.

Section 6.4 Due Date of Assessments. The regular assessments described herein shall be paid on an annual basis, in

advance, and each year's full assessment shall be due and payable on January 1 of each year.

Section 6.5 Setting of Assessments. The Board of Directors shall fix the amount of the regular annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Master Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. The regular annual assessment may be increased beyond that set by the Board upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Master Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting.

Section 6.6 Emergency Assessment. Nothing herein shall be construed to preclude the Board of Directors of the Master Association from fixing and levying an emergency assessment in an amount not to exceed one-twelfth of that year's regular annual assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Master Association.

Section 6.7 Effect of Non-Payment. Assessments which are not paid within thirty (30) days after the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at eighteen (18%) percent per annum from due date until paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Master Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the lot 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 lot, by extended absence

from the subdivision or by or for any other reason, except as provided in Section 6.3.

Section 6.8 Estoppel Notice. The Master Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot. When executed by an agent or officer of the Master Association, the statement shall be binding on the Master Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments. The Owner requesting the certificate shall pay to the Master Association a reasonable sum to cover the costs of examining the records and preparing the certificate, which sum shall be set by the Board of Directors from time to time.

Section 6.9 Segregation of Funds. All revenue collected by the Master Association shall be segregated, held and used as the separate property of the Master Association, and such revenue may be applied by the Master Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas as provided for in Section 6.2 hereof.

Section 6.10 Members' Rights to Funds. Although all funds and other assets of the Master Association, and any profits derived therefrom, shall be held for the benefit of the members of the Master Association, no member of said Master Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot. When an owner of a lot shall cease to be a member of the Master Association by reason of the divestment by him of his ownership of said lot, by whatever means that occurs, the Master Association shall not be required to account to said owner for any share of the funds or assets of the Master Association.

Section 6.11 Lien Rights. Recognizing that proper management and operation of the common area and property

(including improvements thereto) result in benefit to all members of the Master Association, the Master Association is hereby granted a lien upon all real property within Pelican Bay and the interests of each member of the Master Association in the common area and property and improvements thereto, to secure the prompt payment of each and every assessment made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Master Association in enforcing this lien or the provisions of this Declaration.

Section 6.12 Enforcement Rights. The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The 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 Master Association in order to protect its interests, and the Master Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances. In addition, the Master Association may bring an action at law against the owner(s) personally obligated to pay the assessments. These rights are cumulative and the bringing of one cause shall not preclude the filing of the other. In either event, the non-paying owner shall pay for the cost of bringing the suit, including reasonable attorneys' fees therefor.

Section 6.13 Notice of Lien Rights. All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot are hereby placed on notice of the lien rights granted to the Master Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot expressly subject to the lien rights provided herein.

1155

Section 6.14 Filing of Lien. The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Volusia 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 until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Master Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Master Association. The claim of lien filed by the Master Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Master Association's claim of lien.

Section 6.15 Taxable Year. Effective January 1, 1988, the taxable year of Pelican Bay Homeowner's Association, Inc., shall be the calendar year.

#### ARTICLE VII

##### AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or, in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Pelican Bay Subdivision. On December 31, 1990, the Developer shall transfer to the Master Association its power to amend this Declaration. This transfer need not be in writing

but shall automatically occur by virtue of the stipulation which is attached hereto as Exhibit "L".

In addition to the manner of amendment set forth in the preceding paragraph, the record owners of at least fifty-one percent (51%) of lots in all Phases and Units of Pelican Bay which are now or shall hereafter become subject to this Declaration may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Master Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called pursuant to the notice requirements contained in the Articles of Incorporation and By-Laws of the Pelican Bay Homeowners Association, Inc., and at which a quorum was present in person (or by proxy) and that at least fifty-one percent (51%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

Notwithstanding the above, if there is an omission or error herein which results in this Declaration not properly and correctly restating and consolidating all declarations, amendments and supplements into this document, then the Board of Directors of the Master Association may correct the error or omission and record the same without the need of approval from either the Developer or any lot owner.

#### ARTICLE VIII

##### USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described, 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 of lots lying within Pelican Bay, as described on attached Exhibit "A" and any future unit of Pelican Bay hereinafter when filed in the Public Records

of Volusia County, Florida, pursuant to Article XIII hereof, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, including ingress and egress, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in Pelican Bay as described on attached Exhibit "A" or any future unit of Pelican Bay hereafter filed in the Public Records of Volusia County, Florida, each such person does agree to abide by and comply with this Declaration and with all rules and regulations promulgated by the Master Association now in effect or which may hereafter be adopted, it being understood that the compliance with this Declaration and with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Developer. It is the responsibility of the Master Association to maintain all streets, drainage facilities, common areas, common landscaping and common lighting which it owns or for which it is given maintenance obligations elsewhere herein.

#### ARTICLE IX

##### COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within Pelican Bay 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 in the common areas be retained by the owners of lots and 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 other manner than as



an appurtenance to, and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in Pelican Bay; 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 lots or dwelling units within the subdivision for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Pelican Bay shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE X

COVENANTS TO RUN WITH LAND

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 lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) percent of the then record owners of the lots in Pelican Bay is recorded containing an agreement of the said owners repealing this Declaration.

ARTICLE XI

ENFORCEMENT OF COVENANTS AND RESTRICTIONS

Section 11.1 Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors and the Architectural Review Committee of the Master Association. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds

for immediate legal or equitable action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

Section 11.2 Rights to Enforce/Attorneys' Fees. The Master Association, the applicable sub-associations (when permitted by Article VI hereof), and any owner of a lot shall have the power and right to enforce this Declaration and all rules and regulations adopted hereunder. In keeping with the authority of the Master Association to enforce the foregoing covenants and restrictions, the Master Association shall recover its costs, expenses and attorneys' fees incurred with respect to the enforcement of the Covenants and Restrictions. If any member of the Master Association violates the Covenants and Restrictions contained herein or promulgated hereunder and the Master Association incurs expenses, costs and attorneys' fees or is required to bring an action at law or in equity with respect to such violation, then the violating member shall be liable to the Master Association for such costs, expenses and attorneys fees. If the sum so due the Master Association is not paid, then the same shall constitute a lien on all property owned by the violating member in the Pelican Bay Subdivision, Volusia County, Florida. The Master Association shall have the authority to enforce this lien by the 'claim of lien' and foreclosure procedures outlined in Article VI hereof. In addition, the Master Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting owners.

Section 11.3 Enforcement of Rules and Regulations. The provision for recovery of expenses, costs and attorneys' fees and the lien foreclosure enforcement created in Section 11.2 hereof shall further be applicable to and available to the Master Association for enforcement of its duly adopted and promulgated Rules and Regulations.

Section 11.4 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master

Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

A. Notice. The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

B. Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Master Association Members to a special hearing panel.

C. Penalties. The Board of Directors (if its or such panel's findings are made against the Owner) may impose fines against the lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of

assessments as set forth herein and may be collected either by lien foreclosure or by personal judgment.

F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

H. Non-Owners. A fine pursuant to this Section shall be assessed against the Owner of a lot which the violator occupies or was visiting at the time of the violation, whether or not the violator is an Owner of that lot, or, this violation is by an agent, tenant, employee, family member, guest, invitee, contractor, subcontractor or materialman.

Section 11.5 Resale Restrictions. No Owner may sell or convey his interest in a lot unless all sums due the Master Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Master Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Master Association a reasonable sum to cover the costs of examining records and preparing the certificate, which sum shall be set by the Board of Directors from time to time.

Section 11.6 Rule Making Power. The Master Association shall adopt and promulgate Rules and Regulations in furtherance of the authority represented by this Article including, without limitation, Rules and Regulations prescribing procedures for enforcement of the Covenants and Restrictions and the Rules and Regulations.

Section 11.7 No Waiver of Rights. The failure of the Master Association, any applicable sub-association, or any Unit Owner to enforce any provision of this Declaration or any Rules adopted hereunder shall not constitute a waiver thereof or any other provision of this Declaration. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

## ARTICLE XII

### ADDITIONS TO EXISTING PELICAN BAY PROPERTY.

Section 12.1 Additional Phases and Units. As reflected in Article II (Section 2.17), there remains additional land which was approved by the City of Daytona Beach to be part of Pelican Bay which has not yet been made subject to this Declaration. This additional land is described on attached Exhibit "K". The Developer, from time to time, may, in its discretion, cause this additional land to become subject to this Declaration, but, under no circumstances shall Developer be required to make such additions and until such time as such additions are made, the additional property owned by Developer shall in no way be affected by or become subject to the Declaration.

Section 12.2 Developer Requirements. The additional property to be added to the existing Pelican Bay and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the existing Pelican Bay property with reasonable portions of said real property set aside for roads, open space green belt areas and other common facilities as may be designated on such plats.

Section 12.3 Method of Addition. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to existing property which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain

such complementary additions as may be necessary to reflect the different character, if any, of the additions to existing property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

#### ARTICLE XIII

##### SPECIAL RIGHTS AND DUTIES OF DEVELOPER

Notwithstanding any other provisions contained in this Declaration, the following provisions shall apply:

Section 13.1 Non-Transfer of Rights. Except to the extent permitted by Article VII and Section 13.4 hereof, all rights of a "developer" held by Bay Land, Inc., shall be non-transferable.

Section 13.2 Payment of Assessments. Effective August 1, 1989, Bay Land, Inc., will pay to the Master Association an annual assessment amount equal to \$170.00 for each platted lot owned by Bay Land, Inc., and for each condominium unit owned by Bay Land, Inc., for which condominium unit a certificate of occupancy has issued, which assessment shall be payable in monthly installments.

Section 13.3 Architectural Review Committee. The Architectural Review Committee described in Article III of this Declaration shall consist of five members, three of which shall be appointed by the Master Association and two of which shall be appointed by Bay Land, Inc. The Architectural Review Committee shall remain so constituted until Bay Land, Inc., has sold all of its remaining property within the Pelican Bay Subdivision and, at such time, Bay Land, Inc., shall have no further participation in the Architectural Review Committee. In addition, the representatives of Bay Land, Inc., shall have veto power over the decisions of the Architectural Review Committee, which decisions affect land owned by Bay Land, Inc. The representatives of Bay Land, Inc., shall not have veto power over decisions of the Architectural Review Committee affecting land not owned by Bay Land, Inc. If Bay Land, Inc., sells its assets or stock to a

person or entity which is not affiliated with Bay Land, Inc., such transferee shall not have any veto power over Architectural Review Committee decisions.

Section 13.4 Amendment Rights. On December 31, 1990, Bay Land, Inc., shall transfer unto the Master Association all of its reserved power to amend the covenants and restrictions.

Section 13.5 Sign Rights. Notwithstanding any contrary terms of the Declaration, the Developer shall have the right to place, install and maintain signs on property owned by the Developer or on the common areas depicted on the various plats all within Pelican Bay. The general purpose of the signs shall include but not be limited to, the identification and promotion of sales of dwelling units within the various phases of Pelican Bay.

Section 13.6 Settlement and Dismissal Stipulation. Attached to this Declaration as Exhibit "L" is a copy of a Settlement and Dismissal Stipulation entered into by and between the Master Association and Bay Land, Inc., which stipulation sets forth rights, duties and obligations of both parties. The terms of this stipulation are incorporated into this Declaration.

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

WITNESSES:

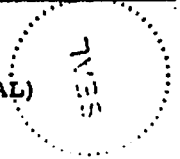
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BAY LAND, INC.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

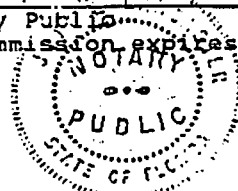


STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by \_\_\_\_\_ and \_\_\_\_\_, President and Secretary, respectively, of Bay Land, Inc., a Florida corporation, on behalf of said corporation.

BH-1  
PELICAN BAY

Notary Public  
My commission expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 3  
1993 BY GENERAL LING.

CONSENT AND JOINDER

The undersigned, who holds a mortgage encumbering a portion of the real property described herein, hereby executes this instrument to evidence the fact that it consents to the terms and conditions of this document.

SECURITY FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Shelley W. Hanson

By: Chila J. [Signature]  
Vice President

[Signature]

Attest: Frank A. [Signature]  
Asst. Secretary

(Corporate Seal)



LIST OF EXHIBITS TO BE ATTACHED TO DECLARATION

- Exhibit "A" - Legals of all Existing Phases and Units
- Exhibit "B" - Legals of all Common Areas
- Exhibit "C" - Articles of Incorporation of The Pelican Bay Villas Homeowners Association, Inc., and amendments thereto
- Exhibit "D" - By-Laws of The Pelican Bay Villas Homeowners Association, Inc., and amendments thereto
- Exhibit "E" - Articles of Incorporation of The Pelican Bay Cluster Homeowners Association, Inc.
- Exhibit "F" - By-Laws of The Pelican Bay Cluster Homeowners Association, Inc., and amendment thereto
- Exhibit "G" - Articles of Incorporation of Pelican Bay Ranchettes Homeowners Association, Inc.
- Exhibit "H" - By-Laws of Pelican Bay Ranchettes Homeowners Association, Inc.
- Exhibit "I" - Articles of Incorporation of Pelican Bay Homeowners Association, Inc.
- Exhibit "J" - By-Laws of Pelican Bay Homeowners Association, Inc.
- Exhibit "K" - Legals of Remaining Pelican Bay Land to be Added to Development
- Exhibit "L" - Settlement and Dismissal Stipulation

THE ABOVE LISTED EXHIBITS ARE ADDITIONS TO THE DECLARATION.

THIS SET OF EXHIBITS IS NOT INCLUDED WITH THIS DOCUMENT BUT IS AVAILABLE, UPON REQUEST, AT A COST OF \$30.00 PER SET FROM PELICAN BAY HOMEOWNER'S OFFICE. PLEASE ALLOW FIVE DAYS FOR COPYING.

A COPY IS AVAILABLE IN THE HOMEOWNER'S OFFICE FOR REVIEW AT ANY TIME DURING BUSINESS HOURS.

EXHIBIT "A"

FIRST AMENDMENT TO  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA

1. Section 3.4-C is amended as follows:

C. Commercial Vehicles. Except for vehicles in Pelican

Bay for the purposes of performing services for, or delivering

goods to, residents of Pelican Bay, no commercial vehicle shall be

parked in Pelican Bay at any time except within a garage attached

to the dwelling unit. For purposes of this section, "commercial

vehicles" shall mean any automobile, truck or other vehicle form

of motorized or non-motorized vehicle which contains lettering

or advertising thereon or which is used in or identified with a

business or commercial activity or to which has been added a

cabinet box, platform, rack or other equipment for the purpose of

carrying goods other than the personal effects of the passengers.

2. Section 3 of Exhibits I and J is amended as follows:

3. In accordance with the purpose, the Board of Directors

of the Association shall be comprised of nine (9) members. These

members shall be elected by and shall represent the following

described sections of the Pelican Bay Subdivision.

(a) [no change]

(b) [no change]

(c) [no change]

(d) [no change]

(e) [no change]

(f) [no change]

(g) [no change]

(h) Section 8. Westgate at Pelican Bay Condominium area,

platted as Pelican Bay, Phase V, Unit II, of record in Map book 30 at Page 31

of the Public Records of Volusia County, Florida and Cypress Cove, platted

as Cypress Cove at Pelican Bay in Map Book 45, Page 119 of the Public

Records of Volusia County, Florida.

(i) [no change]

**CODING:** Additions to text are indicated by **bold underline**;  
deletions by **strikeout**.

EXHIBIT "A"

SECOND AMENDMENT TO  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA

1. Section 3.4-B is amended as follows:

B. On-Lot Parking. No house trailer, mobile home, motor home, camper, recreational vehicle or other similar vehicle shall be parked or stored or otherwise permitted to remain on any lot for any period of time in excess of sixteen (16) consecutive hours during any twenty-four (24) hour period, nor shall any truck or van of over 3/4 ton designation, boat, boat and trailer, or trailer alone, shall be parked or stored or otherwise permitted to remain on any lot for any period of time in excess of ten (10) consecutive hours during any twenty-four (24) hour period, or stored or otherwise permitted to remain on any lot except in a garage attached to the dwelling unit. The Board of Directors shall have the right to promulgate standards and procedures from time to time for the purpose of determining the duration of any such parking or storage.

**CODING:** Additions to text are indicated by bold underline; deletions by strikethrough.

EXHIBIT "A"

THIRD AMENDMENT TO  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA

1. Section 3.4-A is amended as follows:

A. On-Street Parking. Only automobiles, and passenger vans, and or trucks of up to 3/4-ton designation having an overall length of 230" or less and a wheelbase of 140" or less may be parked on the street for up to six (6) consecutive hours during any twenty-four (24) hour period. (This paragraph shall not apply to vehicles in Pelican Bay for the purposes of performing services for, or delivering goods to, residents of Pelican Bay.) No other vehicle of any type including, but not limited to, automobiles, passenger vans, and or trucks of over 3/4-ton designation having an overall length in excess of 230" and/or a wheelbase in excess of 140", and recreational vehicles, boats and trailers, and trailers may be parked on the street (including the unpaved right-of-way thereof) at any time.

CODING: Additions to text are indicated by bold underline; deletions by strikethrough.

2. Section 3.4-B is amended as follows:

B. On-Lot Parking. No house trailer, mobile home, motor home, camper, recreational vehicle, boat, boat and trailer, trailer alone, or other similar vehicle or trailer shall be parked or stored in excess of sixteen (16) consecutive hours during any twenty-four (24) hour period, nor shall any truck or van of over-3/4-ton designation having an overall length in excess of 230" and/or a wheelbase in excess of 140", boat-boat-and-trailer, or-trailer alone, be parked or stored or otherwise permitted to remain on any lot for any period of time in excess of ten (10) consecutive hours during any twenty-four (24) hour period, except in a garage attached to the dwelling unit. The Board of Directors shall have the right to promulgate standards and procedures from time to time for the purpose of determining the duration of any such parking or storage.

Petrol 8/14/01 B: CAB/aw

CODING: Additions to text are indicated by bold underline; deletions by strikethrough.

EXHIBIT "A"

FOURTH AMENDMENT TO  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA

A new Section 5.5 is added to read as follows:

Section 5.5 Installation or Placement of Improvements in  
Common Areas and the Maintenance Thereof. Notwithstanding  
any other provisions contained herein, including, but not limited to  
Article I, Section D, Section 5.4, Section 6.2, Article VIII, and Article  
XII, no improvements may be placed or installed in or on the  
common areas without the Master Association's prior written  
consent, irrespective of whether such common areas presently exist  
or are later added in accordance with Article XII hereof. As a  
condition of permitting such placement or installation, the Master  
Association may, but need not always, require the party or entity  
installing such improvements or the appropriate sub-community  
association to maintain, repair and replace such improvements.

EXHIBIT "A"

FIFTH AMENDMENT TO  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR

PELICAN BAY, VOLUSIA COUNTY, FLORIDA

Existing Section 3.4, PARKING, is hereby deleted and a new Section 3.4, PARKING, is hereby adopted to read as follows:

Section 3.4 PARKING & USE OF RECREATIONAL VEHICLES

A. Vehicles Defined. For purposes of this Section the term "Vehicle" shall include, but not be limited to, automobiles, trucks, vans, passenger vans, house trailers, mobile homes, campers, recreational vehicles, boats, trailers or trailers alone, whether or not motorized.

B. On-Street Parking. Subject to the limitations provided for in subparagraphs B(i) and B(ii) below, Vehicles may be parked on the paved areas of the Pelican Bay rights-of-ways, provided however, no such Vehicle may be parked for more than six (6) consecutive hours during any twenty-four (24) hour period.

(i) Large Vehicles. Notwithstanding the above, no Vehicle that has dual rear wheels, has an overall length of more than 250", has a height of more than 81", has a width of more than 93", and/or has a wheelbase of more than 150" may be parked anywhere on the Pelican Bay rights-of-ways (including the unpaved right-of-way thereof) at any time.

(ii) Recreational Vehicles. Notwithstanding the above, no house trailer, mobile home, motor home, camper recreational vehicles, boats and trailers, and trailers alone may be parked anywhere on the Pelican Bay rights-of-ways (including the unpaved right-of-way thereof) at any time.

\* (iii) Recreational Vehicles. Notwithstanding the above, no house trailer, mobile home, motor home, camper recreational vehicles, boats and trailers, and trailers alone may be parked anywhere on the Pelican Bay rights-of-ways (including the unpaved right-of-way thereof) at any time.



**C. Off-Street Parking.** Subject to the limitations provided for in subparagraphs C(i) and C(ii) below, Vehicles may be parked on those paved portions of Lots that are designed and constructed for the parking of Vehicles. **(i) Large Vehicles.** Notwithstanding the above, no Vehicle that has dual rear wheels, has an overall length of more than 250", has a height of more than 8'1", has a width of more than 93", and/or has a wheelbase of more than 150" may be parked or stored or otherwise permitted to remain on any Lot for any period of time in excess of ten (10) consecutive hours during any twenty-four (24) hour period, except in a garage attached to the dwelling unit.

**(ii) Recreational Vehicles.** Notwithstanding the above, the parking and storage of house trailers, mobile homes, motor homes, campers, recreational vehicles, boats, boats and trailers, trailers alone, or other similar vehicles or trailers are subject to the following restrictions:

- a. No such Recreational Vehicles may be parked or stored or otherwise permitted to remain on any Lot for any period of time in excess of sixteen (16) consecutive hours during any twenty-four (24) hour period each time it is brought into Pelican Bay.
- b. No such Recreational Vehicles may be parked or stored or otherwise permitted to remain on any Lot more than ten (10) times during any month.
- c. Such Recreational Vehicles may only be parked on the Lot owned or resided in by the Owner of the Recreational Vehicle, except that a Recreational Vehicle operated by a bona fide guest of the owner or resident may park such vehicle on that owner's or resident's lot for a period of not more than ten (10) consecutive hours during any twenty-four (24) hour period each time it is brought into Pelican Bay. [Any Recreational Vehicle owned by a

- guest of the owner or resident must be removed from that owner's or resident's lot by midnight each day and will not be admitted to park on the owner's or resident's lot before 8:00 a.m. each day.)
- d. The above restrictions apply to individual Recreational Vehicles and not to the Lots themselves. Therefore, if an Owner of a Recreational Vehicle has residency rights in multiple Lots, they may still not exceed the above parking/storage restrictions by moving subject Recreational Vehicle from Lot to Lot.
- e. Under no circumstances and at no time may anyone be allowed to use a Recreational Vehicle while it is located in Pelican Bay for any temporary or permanent residential purposes, including but not limited to sleeping and cooking.
- D. **Commercial Vehicles**. No commercial vehicle shall be parked in Pelican Bay at any time except within a garage attached to the dwelling unit. For purposes of this section, "commercial vehicles" shall mean any form of motorized or non-motorized vehicle which contains lettering or advertising thereon or which is used in or identified with a business or commercial activity or to which has been added a cabinet box, platform, rack or other equipment for the purpose of carrying goods other than the personal effects of the passengers.
- E. **Parking Standards**. No Vehicle of any type shall be parked on any area of a Lot not approved by the Architectural Review Committee for such purpose, nor shall any Vehicle be parked in any way so as to obstruct pedestrian traffic on sidewalks in any area within Pelican Bay.
- F. **Additional Parking Rules**. The Board of Directors shall have the right to promulgate additional rules, standards and procedures from time to time for the purpose of implementing this Section, including, but not limited to the promulgation of a more comprehensive list of Vehicles and Commercial

Book: 4939  
Page: 429B  
Illinois II, Illinois  
Village County, Clerk of Court

Vehicles and the promulgation of standards to determine the duration of any parking or storage requirements otherwise provided for in this Section.  
G. Exception. Nothing in this Section 3.4 shall prohibit vehicles in Pelican Bay for the sole and limited purposes of performing services for, or delivering goods to, residents of Pelican Bay.

Period: 1/1/2015  
0/1/2015 by RL1

This instrument prepared by and  
should be returned to:

Robert L. Taylor, Esquire  
TAYLOR & CARLS, P.A.  
850 Concourse Parkway South  
Suite 105  
Maitland, Florida 32751  
(407) 660-1040

**CERTIFICATE OF SIXTH AMENDMENT TO THE  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA**

THIS IS TO CERTIFY THAT the following is the Sixth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida (hereinafter referred to as "Declaration"), which was duly adopted pursuant to Article VII of the Declaration by the Board of Directors of the Master Association, as that term is defined in the Declaration, at a meeting of the Board held on November 15, 2004. The original Restated and Consolidated Declaration is recorded in Official Records Book 3591 Page 1388, and has previously been amended in Official Records Book 4566, Page 4639; Official Records Book 4654, Page 4913; Official Records Book 4749, Page 4187; Official Records Book 4900, Page 1908; and Official Records Book 4939, Page 4293 all of the Public Records of Volusia County, Florida:

Section 5.1 of Article V, of the Restated and Consolidated Declaration of Covenants and Restrictions For Pelican Bay, Volusia County, Florida, as recorded at Official Records Book 3591, Page 1391, Public Records of Volusia County, Florida, is hereby deleted and a new Section 5.1 of Article V, "Master Association" is hereby created to read as follows:

**ARTICLE V**

**MASTER ASSOCIATION**

5.1. Pelican Bay Homeowners Association, Inc.

A. Creation of Association:

To effectively provide for the administration of the common areas in Pelican Bay and for the enforcement of the terms of this Declaration, Pelican Bay Homeowners Association, Inc., a not-for-profit Florida corporation ("Master Association"), has been created. The Master Association shall operate and manage the common areas, enforce the restrictions and covenants contained herein and all rules, regulations and standards established in accordance with the Declaration 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 said Master Association, all as

previously amended and as further amended hereby. Copies of the original Articles of Incorporation and By-Laws of the Master Association are attached to the Restated and Consolidated Declaration as Exhibits "I" and "J", however, they are inferior to and are hereby amended to the extent necessary to comply with the provisions found in this Article 5.

**B. Association to be Governed by a Board of Directors; Membership Requirements:**  
The affairs of the Association shall be governed by a Board of Directors (hereinafter "Master Board"), each of whom shall be a Member of the Association. In the case of a Member which is not a natural person, any corporate director, officer, partner, trust officer, or managerial employee of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time.

**C. Establishment of Neighborhoods; Representative Form of Board Membership and Duty to Represent the Whole Community:**

For purposes of this Article, Pelican Bay is divided into the sixteen (16) Neighborhoods listed on Exhibit "A", attached hereto, and made a part hereof.

Board Membership shall be representative in form, with each Neighborhood listed on attached Exhibit "A" (hereinafter "Neighborhood" or "Neighborhoods") having the right to elect their own Master Board representative, or by allowing multiple Neighborhoods to share a Master Board representative, all as more fully addressed below.

Notwithstanding, the representative form of election, all board members owe a fiduciary duty to represent all members of the Master Association.

**D. Number of Directors; Entitlement to Directorships:**

The Master Board shall consist of a minimum of nine (9) and a maximum of sixteen (16) Master Board Members with the exact number of Master Board Members to be determined as follows:

**1. Existing Number of Board Members:**

On the date of this amendment, the Board consists of Nine (9) members, with each member representing the Neighborhood or group of Neighborhoods reflected on attached Exhibit "B". Unless and until this number and composition is changed as provided for below, the Board shall remain at nine (9) members and they shall continue to represent the Neighborhood or group of Neighborhoods reflected on attached Exhibit "B".

**2. Changes in Board Membership/Method of Determination:**

Each Neighborhood has the right to have its own Master Board Member or to share a Master Board Member with a group of Neighborhoods, however, such decision must be made in the following fashion:

a. Not more often than once each calendar year, any Neighborhood or group of Neighborhoods which wishes to change the fashion that it is represented on the Master Board must announce such decision to the Master Board. Such announcement must be made in writing on a form to be promulgated and amended by the Master Board, from time to time.

b. The Master Board shall then have sixty (60) days to review the announcement and determine if the Neighborhood or group of Neighborhoods meet all of the criteria contained in subsection E below.

c. If the Neighborhood or group of Neighborhoods meet all of such criteria, the Master Board shall advise it of such, and the Neighborhood or group of Neighborhoods shall select its own Neighborhood's Master Board Member in the fashion provided for below, which Neighborhood's Master Board Member shall be immediately seated upon the receipt by the Master Association of the notice required in subsection E below.

d. If the Neighborhood or group of Neighborhoods do not meet all of such criteria, the Master Board shall notify the Neighborhood or group of Neighborhoods of such fact, which notification shall inform the Neighborhood or group of Neighborhoods of the deficiencies that must be cured to meet the said criteria. If the deficiencies are not cured, the Neighborhood or group of Neighborhoods will not be permitted to elect its own Neighborhood's Master Board Member.

**E. Selection Of Master Board Members, Notification of Action to Master Board:**

The Master Board Members shall not be directly elected by the Members. Instead, Directors (hereinafter "Neighborhood's Master Board Member") shall be elected, selected or appointed (hereinafter "selected" or "selection") annually by each individual Neighborhood or by a group of Neighborhoods in the following fashion:

**1. Requirement for Neighborhood Associations:**

Each Neighborhood or group of Neighborhoods must have a viable Neighborhood Association whose membership consists of all Members who reside in that Neighborhood Association. For purposes of this section, it is not required that the Neighborhood Association be incorporated, but it is required that each such Neighborhood Association have written By-Laws. All such corporate or non-corporate documentation, as amended from time to time, must be deposited with the Master Board.

**2. Equal Opportunity to Serve on Neighborhood Board:**

The governing documents for all Neighborhood Associations must contain requirements that will insure that all Members who live in that Neighborhood or group of Neighborhoods have a fair and equal opportunity to be elected to the Board of Directors of the Neighborhood Association (hereinafter "Neighborhood Board").

**3. Selection of Neighborhood's Master Board Member From Among Neighborhood Board; Announcement to Master Board:**

If the above requirements are met, the Neighborhood Boards shall select, from among

themselves, the person who will serve as the Neighborhood's Master Board Member for that Neighborhood or group of Neighborhoods. Each Neighborhood Board shall notify the Master Association in writing of the name of the persons selected by that Neighborhood Board to serve as its Neighborhood's Master Board Member.

**4. Selection of Alternative Neighborhood's Master Board Member From Among Neighborhood Board; Announcement to Master Board:**

Each Neighborhood Board may also appoint an Alternative Neighborhood's Master Board Member who shall serve in the absence of the selected Neighborhood's Master Board Member. The Alternative Neighborhood's Master Board Member, who must also be a member of the Neighborhood Board, shall not be permitted to sit on the Mater Board until a letter from the President of the Neighborhood Association delivers a letter designating such person as the Alternative Neighborhood's Master Board Member.

**5. Power of Master Board to Adopt Additional Standards:**

The Master Board shall have the right to establish such additional methods that it believes ensures such fairness and such other Rules and Regulations as it deems appropriate to insure that the above concepts of fairness are followed.

**F. Term of Office:**

Unless otherwise removed as provided below, all Neighborhood's Master Board Members shall hold office for one year terms and until their respective successors have been selected and take office.

**G. Weighted Voting by Master Board Members:**

For all purposes, including the election of officers and for the establishment of a quorum at Board meetings, votes cast by each of the Neighborhood's Master Board Members will be weighted based on the number of Members represented by each of them, with the exact number of votes to be cast by each Neighborhood's Master Board Member being determined by the numbers reflected on attached Exhibit "A".

**H. Removal of Directors, Filling Vacancies and Notice of Action to Master Board:**

**1. Removal and Filling of Vacancies:**

Each Neighborhood or group of Neighborhoods shall have the right to remove and replace their Neighborhood's Master Board Member with or without cause. Such removal shall be by vote of a majority of all the Neighborhood Board members.

Vacancies created thereby shall be filled at the meeting where the Board member is removed. A Neighborhood's Master Board Member selected to fill a vacancy shall be selected for the unexpired term of his or her predecessor in office.

**2. Notice to Master Board:**

Each Neighborhood or group of Neighborhoods must immediately notify the Master Board upon the replacement of Neighborhood's Master Board Member. Until such written notification is received by the Master Board, the persons introduced as the designated Neighborhood's Master Board Member, as required above shall remain as the Neighborhood's Master Board Member for that Neighborhood or group of Neighborhoods.

**1. Power to Amend Section 5.1:**

Notwithstanding anything contained in any governing document applicable to Pelican Bay, this Section 5.1 may be unilaterally amended at any time by the action of the Master Board, if such amendments are deemed necessary by such Board to clarify the intent of this Section 5.1 or to accommodate any additional areas of Pelican Bay that may be developed in the future. This right to amend includes the right, but not the obligation, to create additional Neighborhoods and Neighborhood's Master Board Members to accommodate those new Neighborhoods or to append any new developed areas to any of those Neighborhoods established herein.

J. Impact of this Amendment on Document Recorded At Official Records Book 3591, Page 1391, Public Records of Volusia County, Florida and On Articles of Incorporation and By-Laws attached as Exhibits I & J:

Copies of the original Articles of Incorporation and By-Laws of the Master Association are attached hereto as Exhibits "I" and "J" to the Restated and Consolidated Declaration, however, they are inferior to and hereby amended to the extent necessary to comply with the provisions found in this Article 5.

EXECUTED at Volusia County, Florida, on this the 10<sup>th</sup> day of January, 2007.

**WITNESSES:**

Print Name: Barbara Phillips  
Barbara Phillips

Print Name: Edwin Angel Wurst  
Edwin Angel Wurst

Print Name: Barbara Phillips  
Barbara Phillips

Print Name: Edwin Angel Wurst  
Edwin Angel Wurst

PELICAN BAY HOMEOWNERS ASSOCIATION, INC. a/k/a PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC.

By: Lyle B. Moshinski, JR.  
Print Name: Lyle B. Moshinski, JR.  
Its President

Address: 912 Pelican Bay Drive  
Daytona Beach, FL 32119

Attest: [Signature]  
Print Name: \_\_\_\_\_

Its Secretary  
Address: 113 SHELLWATER WAY  
Daytona Beach, FL 32119

(CORPORATE SEAL)





STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 20<sup>th</sup> day of

January, 2004 by Lyle B. Melton and Frank Hecht who  are personally known to me to

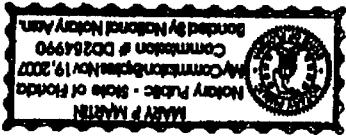
be the President and Secretary, respectively, of PELICAN BAY HOMEOWNERS ASSOCIATION, INC., a/k/a PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC., or

have produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20<sup>th</sup> day of January, 2004.

Mary P. Martin  
Notary Public - State of Florida

Print Name: MARY P. MARTIN  
Commission No.: DA 254990  
My Commission Expires: November 14, 2007



Pa1001 cas6

EXHIBIT "A"

ESTABLISHMENT OF NEIGHBORHOODS  
&  
NUMBER OF VOTES ASSIGNED TO EACH

NEIGHBORHOOD ONE:

The Sandpiper Lake at Pelican Bay Condominium Neighborhood, according to the Declaration of Condominium recorded at Official Records Book 2187, Page 1, Public Records of Volusia County, Florida;

TOTAL VOTES:

Sandpiper Lake: 196 Votes

NEIGHBORHOOD TWO:

The Towns Neighborhood platted as Pelican Bay Phase I, Unit II, according to the plat thereof as recorded at Map Book 36, Pages 126-128 of the Public Records of Volusia County, Florida; AND

NUMBER OF VOTES:

The Towns (I/II): 48  
The Towns (I/VI): 136

TOTAL VOTES:

184

NEIGHBORHOOD THREE:

The Villas Neighborhood platted as Pelican Bay Phase I, Unit IV, according to the plat thereof as recorded at Map Book 36, Pages 71-72, of the Public Records of Volusia County, Florida; AND

NUMBER OF VOTES

The Villas (I/IV): 115  
The Villas (I/VII): 89

TOTAL VOTES:

204

The Villas Neighborhood platted as Pelican Bay Phase IV, Unit II, according to the plat thereof as recorded at Map Book 38, Pages 36-38, of the Public Records of Volusia County, Florida.

NEIGHBORHOOD FOUR:

The Hawks Landing at Pelican Bay, a Condominium Neighborhood according to the Declaration of Condominium recorded at Official Records Book 2448, Page 1470, Public Records of Volusia County, Florida.

TOTAL VOTES: 114

NEIGHBORHOOD FIVE:

The Village on the Green Neighborhood, a/k/a Phase III, Unit I, according to the plat thereof as recorded at Map Book 37, Pages 44-49, Public Records of Volusia County, Florida.

TOTAL VOTES: 161

NEIGHBORHOOD SIX:

The Single Family Neighborhood platted as Pelican Bay Phase I, Unit III, according to the plat thereof as recorded at Map Book 36, Pages 69-70, of the Public Records of Volusia County, Florida.

The Single Family Neighborhood platted as Pelican Bay Phase II, according to the plat thereof as recorded at Map Book 37, Page 7, of the Public Records of Volusia County, Florida; AND

The Single Family Neighborhood platted as Pelican Bay Phase III, Unit II, according to the plat thereof as recorded at Map Book 37, Pages 50-55, of the Public Records of Volusia County, Florida.

NUMBER OF VOTES:

Single Family (VIII): 57

Single Family (II): 11

Single Family (III/II): 171

TOTAL VOTES: 239

NEIGHBORHOOD SEVEN:

The Estates Neighborhood platted as Pelican Bay Phase VI, Unit II, according to the plat thereof as recorded at Map Book 43, Pages 48-51, Public Records of Volusia County, Florida.

NUMBER OF VOTES:

102

NEIGHBORHOOD EIGHT:

The Palma Del Sol Neighborhood platted as Pelican Bay Phase IV, Unit III, according to the plat thereof as recorded at Map Book 37, Pages 132-135, of the Public Records of

Volusia County, Florida, AND.

The Palma Del Sol Neighborhood replat of Pelican Bay Phase IV, Unit III, according to the plat thereof as recorded at Map Book 42, Pages 157-160, of the Public Records of Volusia County, Florida.

NUMBER OF VOTES

Palma Del Sol: 26  
Palma Del Sol Replat: 55

TOTAL VOTES:

81

NEIGHBORHOOD NINE:

The St. Andrews Highlands Neighborhood platted as Pelican Bay Phase IV, Unit IV, according to the plat thereof as recorded at Map Book 40, Pages 40-43, of the Public Records of Volusia County, Florida.

TOTAL VOTES:

166

NEIGHBORHOOD TEN:

The Westgate Condominium Neighborhood according to the Declaration of Condominium recorded at Official Records Book 3392, Page 201, of in the Public Records of Volusia County, Florida.

TOTAL VOTES:

61

NEIGHBORHOOD ELEVEN:

The Cypress Cove Phase I Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 45, Page 119, of in the Public Records of Volusia County, Florida.

The Cypress Cove Phase II Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 46, Page 61-62, of the Public Records of Volusia County, Florida.

The Cypress Cove Phase III Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 46, Pages 163-164, of the Public Records of Volusia County, Florida.

NUMBER OF VOTES

Cypress Cove Phase I: 10  
Cypress Cove Phase II: 32  
Cypress Cove Phase III: 46

TOTAL NUMBER OF VOTES:

88

NEIGHBORHOOD TWELVE:

The Ranchettes Neighborhood platted as lots 1A-12B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Pages 101-103, of the Public Records of Volusia County, Florida.

TOTAL VOTES: 24

NEIGHBORHOOD THIRTEEN:

The Mallard Cove Neighborhood platted as a partial replat of Phase V, Unit I, Partial Replat, according to the plat thereof as recorded at Map Book 40, Page 161, of the Public Records of Volusia County, Florida.

TOTAL VOTES: 60

NEIGHBORHOOD FOURTEEN:

The Islandia Neighborhood platted as lots 13A-42B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Pages 101-103, of the Public Records of Volusia County, Florida.

TOTAL VOTES: 60

NEIGHBORHOOD FIFTEEN:

The Neighbors Neighborhood platted as lots 74A-83B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Page 101, Public Records of Volusia County, Florida.

TOTAL VOTES: 20

NEIGHBORHOOD SIXTEEN:

The Eastgate Condominium Neighborhood, a/k/a Phase V, Unit III, according to the plat thereof as recorded at Map Book 40, Page 11, Public Records of Volusia County, Florida.

TOTAL VOTES: 56

EXHIBIT "B"

EXISTING BOARD MAKE-UP & NUMBER OF VOTES ASSIGNED TO EACH

BOARD POSITION NUMBER 1:

A. NEIGHBORHOODS REPRESENTED:

The Sandpiper Lake at Pelican Bay Condominium Neighborhood, according to the Declaration of Condominium recorded at Official Records Book 2187, Page 1, Public Records of Volusia County, Florida; AND

The Eastgate Condominium Neighborhood, aka Phase V, Unit III, according to the plat thereof as recorded at Map Book 40, Page 11, Public Records of Volusia County, Florida.

B. NUMBER OF VOTES:

Sandpiper Lake: 196 Votes  
Eastgate Condominium 56 Votes

TOTAL VOTES

252 Votes

BOARD POSITION NUMBER 2:

A. NEIGHBORHOODS REPRESENTED:

The Towns Neighborhood platted as Pelican Bay Phase I, Unit II, according to the plat thereof as recorded at Map Book 36, Pages 126-128 of the Public Records of Volusia County, Florida; AND

The Towns Neighborhood platted as Pelican Bay Phase IV, Unit I, according to the plat thereof as recorded at Map Book 37, Pages 127-131, of the Public Records of Volusia County, Florida.

B. NUMBER OF VOTES:

The Towns (III): 48  
The Towns (IV/I): 136

TOTAL VOTES:

184

BOARD POSITION NUMBER 3:

A. NEIGHBORHOODS REPRESENTED:

The Villas Neighborhood platted as Pelican Bay Phase I, Unit IV, according to the plat thereof as recorded at Map Book 36, Pages 71-72, of the Public Records of Volusia County, Florida; AND

The Villas Neighborhood platted as Pelican Bay Phase IV, Unit II, according to the plat

thereof as recorded at Map Book 38, Pages 36-38, of the Public Records of Volusia County, Florida.

B. NUMBER OF VOTES

The Villas (IV)	115
The Villas (V/III)	89
TOTAL VOTES:	204

BOARD POSITION NUMBER 4:

A. NEIGHBORHOOD REPRESENTED:

The Hawks Landing at Pelican Bay, a Condominium Neighborhood according to the Declaration of Condominium recorded at Official Records Book 2448, Page 1470, Public Records of Volusia County, Florida.

TOTAL VOTES: 114

BOARD POSITION NUMBER 5:

A. NEIGHBORHOODS REPRESENTED:

The Village on the Green Neighborhood, a/va Phase III, Unit I, according to the plat thereof as recorded at Map Book 37, Pages 44-49, Public Records of Volusia County, Florida.

TOTAL VOTES: 161

BOARD POSITION NUMBER 6:

A. NEIGHBORHOODS REPRESENTED:

The Single Family Neighborhood platted as Pelican Bay Phase I, Unit III, according to the plat thereof as recorded at Map Book 36, Pages 69-70, of the Public Records of Volusia County, Florida.

The Single Family Neighborhood platted as Pelican Bay Phase II, according to the plat thereof as recorded at Map Book 37, Page 7, of the Public Records of Volusia County, Florida.

The Single Family Neighborhood platted as Pelican Bay Phase III, Unit II, according to the plat thereof as recorded at Map Book 37, Pages 50-55, of in the Public Records of Volusia County, Florida; AND

The Estates Neighborhood platted as Pelican Bay Phase VI, Unit II, according to the plat thereof as recorded at Map Book 43, Pages 48-51, Public Records of Volusia County, Florida.

NUMBER OF VOTES:  
NUMBER OF VOTES:

Single Family (I/III):	57
Single Family (II):	11
Single Family (III/II):	171
Estates	102
TOTAL VOTES:	341

BOARD POSITION NUMBER 7:

A. NEIGHBORHOODS REPRESENTED:

The Palma Del Sol Neighborhood platted as Pelican Bay Phase IV, Unit III, according to the plat thereof as recorded at Map Book 37, Pages 132-135, of the Public Records of Volusia County, Florida.

The Palma Del Sol Neighborhood replat of Pelican Bay Phase IV, Unit III, according to the plat thereof as recorded at Map Book 42, Pages 157-160, of the Public Records of Volusia County, Florida; AND

The St. Andrews Highlands Neighborhood platted as Pelican Bay Phase IV, Unit IV, according to the plat thereof as recorded at Map Book 40, Pages 40-43, of the Public Records of Volusia County, Florida.

B. NUMBER OF VOTES

Palma Del Sol:	26
Palma Del Sol Replat:	55
St Andrews:	166
TOTAL VOTES:	247

BOARD POSITION NUMBER 8:

A. NEIGHBORHOODS REPRESENTED:

The Westgate Condominium Neighborhood according to the Declaration of Condominium recorded at Official Records Book 3392, Page 201, of in the Public Records of Volusia County, Florida.

The Cypress Cove Phase I Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 45, Page 119, of in the Public Records of Volusia County, Florida.

The Cypress Cove Phase II Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 46, Page 61-62, of the Public Records of Volusia County, Florida; AND



PHONE: 02427  
 FAX: 4622  
 Wanda M. Matousek  
 Volusia County, Clerk of Court

The Cypress Cove Phase III Neighborhood platted as Pelican Bay Phase V, Unit II, according to the plat thereof as recorded at Map Book 46, Pages 163-164, of the Public Records of Volusia County, Florida.

**B. NUMBER OF VOTES**

Cypress Cove Phase I:	10
Cypress Cove Phase II:	32
Cypress Cove Phase III:	46
Westgate:	61
<b>TOTAL NUMBER OF VOTES</b>	<b>149</b>

**BOARD POSITION NUMBER 9:**

**A. NEIGHBORHOODS REPRESENTED:**

The Ranchettes Neighborhood platted as lots 1A-12B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Pages 101-103, of the Public Records of Volusia County, Florida.

The Mallard Cove Neighborhood platted as a partial replat of Phase V, Unit I, Partial Replat, according to the plat thereof as recorded at Map Book 40, Page 161, of the Public Records of Volusia County, Florida.

The Islandia Neighborhood platted as lots 13A-42B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Pages 101-103, of the Public Records of Volusia County, Florida.

The Neighbors Neighborhood platted as lots 74A-83B of Pelican Bay Phase V, Unit I, according to the plat thereof as recorded at Map Book 38, Page 101, Public Records of Volusia County, Florida.

**B. NUMBER OF VOTES:**

Ranchettes:	24
Mallard Cove:	60
Islanda:	60
Neighbors	20
<b>TOTAL NUMBER OF VOTES:</b>	<b>164</b>

AFFIDAVIT OF LARRY RILEY

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority personally appeared LARRY RILEY who, after first

being duly sworn, deposes and says:

1. I am the President of the Pelican Bay Homeowners Association of Daytona Beach,

Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know

them to be true and correct.

2. That a Board of Directors Meeting was scheduled for Thursday, September 20,

2007, at 7:30 P.M. That the Board of Directors of the Association caused a notice setting forth the

date, time, place and the following statement to be mailed to the parcel owners not less than seven

(7) days prior to the Board of Directors Meeting at which the Board of Directors voted to preserve

the Declarations of Restrictions burdening the property of the members of the Association pursuant

to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

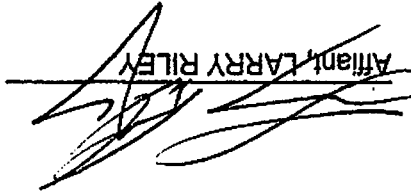
Pelican Bay Homeowners Association of Daytona Beach, Inc. (the "Association") has taken action to ensure that the Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida and Resolution Approving The Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated February 1, 1991 and October 31, 1990, respectively, and recorded on February 21, 1991 in Official Records Book 3591, Page 1388; the Certificate of First Amendment to The Restated And Consolidated Declaration of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated June 22, 2000 and recorded on July 3, 2000 in Official Records Book 4566, Page 4639; the Certificate Of Second Amendment To The Restated And Consolidated Declaration Of Covenants And Restrictions For Pelican Bay, Volusia County, Florida, dated February 16, 2001 and recorded on March 9, 2001 in Official Records Book 4654, Page 4913; the Certificate of Third Amendment to Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated September 17, 2001 and recorded on September 27, 2001 in Official Records Book 4749, Page 4185; the Certificate of Fourth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated July 10, 2002 and recorded on July 24, 2002 in Official Records Book 4900, Page 1908; the Certificate of Fifth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated September 19, 2002 and recorded on October 4, 2002 in Official Records Book 4939, Page 4293; the Certificate of Sixth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida dated January 15, 2004 and recorded on January 29, 2004, in Official Records

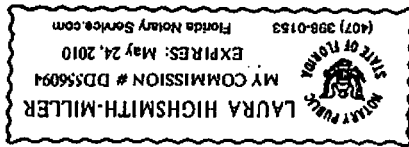
Book: 6177  
Page: 2869

Diane H. Matousek  
Volusia County, Clerk of Court

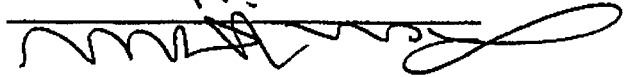
Book 5249, Page 4609, all of the Public Records of Volusia County, Florida, as may be amended from time to time, (the "Declarations of Restrictions") currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Volusia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant, LARRY RILEY



Sworn and subscribed before me  
this 23 day of October, 2007.



Laura Miller  
(Print Name)

Notary Public at Large

My Commission Expires: May 24, 2010

Commission No.: DD556094

Personally Known  or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Pe1001MRTA a11

This instrument prepared by and should be returned to:

Robert L. Taylor, Esquire  
TAYLOR & CARLS, P.A.  
150 N. Westmonte Drive  
Altamonte Springs, FL 32714  
Phone: (407) 660-1040

Cross reference to the Restated and Consolidated Declaration recorded in Official Records ("OR") Book 3591 Page 1388, and amended in OR Book 4566, Page 4639; OR Book 4654, Page 4913; OR Book 4749, Page 4187; OR Book 4900, Page 1908; OR Book 4939, Page 4293; OR Book 5249, Page 4609; and OR Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Volusia County, Florida:

**CERTIFICATE OF EIGHTH AMENDMENT TO THE  
RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
PELICAN BAY, VOLUSIA COUNTY, FLORIDA**

**THIS IS TO CERTIFY THAT the following is the Eighth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida (hereinafter referred to as "Declaration"), which was duly adopted pursuant to Article VII of the Declaration by the Board of Directors of the Master Association, as that term is defined in the Declaration, at a meeting of the Board held on November 18, 2013.**

1. Article V, Section 5.1(B) and (E)(3) and (4) and (H) are hereby amended as follows:

**ARTICLE V**

**MASTER ASSOCIATION**

5.1. Pelican Bay Homeowners Association, Inc.

B. Association to be Governed by a Board of Directors; Membership Requirements:

The affairs of the Association shall be governed by a Board of Directors (hereinafter "Master Board"), each of whom shall be a Member of the Association. In the case of a Member which is not a natural person, any corporate director, officer, partner, trust officer, or managerial employee of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more

**CODING: Additions by Bold Underline, Deletions by Strikethrough**

than one such representative on the Board at a time, regardless of whether that Member owns more than one (1) Lot. Further, all Co-Owners of Lots, including, but not limited to, husband and wives, siblings, family members, friends, etc., shall have no more than one (1) representative on the Master Board at a time, regardless of whether such Owners own more than one (1) Lot. The intent of this amendment is for the Master Board to only consist of sixteen (16) independent Board Members, who do not share ownership of a Lot or Lots with another Board Member. This provision also applies to alternate Master Board Members

E. Selection Of Master Board Members, Notification of Action to Master Board:

The Master Board Members shall not be directly elected by the Members. Instead, Directors (hereinafter "Neighborhood's Master Board Member") shall be elected, selected or appointed (hereinafter "selected" or "selection") annually by each individual Neighborhood or by a group of Neighborhoods in the following fashion:

3. Selection of Neighborhood's Master Board Member From Among Neighborhood Board; Announcement to Master Board:

If the above requirements are met, the Neighborhood Boards shall select, from among themselves, the person who will serve as the Neighborhood's Master Board Member for that Neighborhood or group of Neighborhoods. Each Neighborhood Board shall notify the Master Association in writing of the name of the persons selected by that Neighborhood Board to serve as its Neighborhood's Master Board Member. If two (2) or more Neighborhoods select a Master Board Member who is a Co-Owner of a Lot with another Master Board Member or who are corporate directors, officers, partners, trust officers, and/or managerial employees of the same partnership, limited liability company, corporation or Trust with another Master Board Member, then the Neighborhood Board will be notified of the same and given fifteen (15) days to either select another Neighborhood Master Board Member who will meet the criteria set forth in Section 5.1(b) above, or coordinate with the other Neighborhood Board(s) as to which Neighborhood Board can keep and which Neighborhood Board must replace their Neighborhood Master Board Member. If the Neighborhood Boards fail to comply within this procedure fifteen (15) day time period, all Neighborhood Master Board Members violating this provision will be automatically removed from the Master Board and these positions will be vacant until another Neighborhood Master Board Member is appointed by the Neighborhood Board.

4. Selection of Alternative Neighborhood's Master Board Member From Among Neighborhood Board; Announcement to Master Board:

Each Neighborhood Board may also appoint an Alternative Neighborhood's Master Board Member who shall serve in the absence of the selected Neighborhood's Master Board Member. The Alternative Neighborhood's Master Board Member, who must also be a member of the

CODING: Additions by Bold Underline, Deletions by Strikethrough

Neighborhood Board, shall not be permitted to sit on the Master Board until a letter from the President of the Neighborhood Association delivers a letter designating such person as the Alternative Neighborhood's Master Board Member. Further, such Alternative Neighborhood's Master Board Member(s) shall not be permitted to sit on the Master Board unless such person(s) meets the requirements set forth herein, specifically including, but not limited to, Section 5.1(B).

H. Removal of Directors, Filling Vacancies and Notice of Action to Master Board:

In addition to the removal procedure set forth in Section 5.1 E(3) above, Master Board Members may also be removed as follows:

1. Removal and Filling of Vacancies:...

EXECUTED at Volusia County, Florida, on this the 20<sup>th</sup> day of November, 2013.

(Signatures on Next Page)

PELICAN BAY HOMEOWNERS ASSOCIATION, INC. a/k/a PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC.

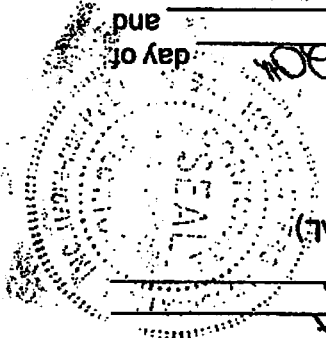
By: [Signature]  
Print Name: Scott M Hudson  
Its President

Address: 116 Surf Scooter Dr  
Daytona Beach, FL 32119

Attest: [Signature]  
Print Name: Sharon W Golf  
Its Secretary

Address: 113 Surf Bird Ct  
Daytona Beach, FL 32119

(CORPORATE SEAL)

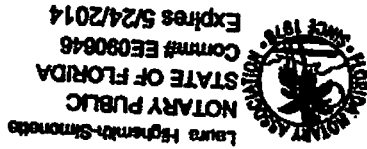


THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of December, 2013, by Scott Hudson and Sharon Golf who are personally known to me to be the President and Secretary, respectively, of PELICAN BAY HOMEOWNERS ASSOCIATION, INC., a/k/a PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC., or  have produced

(type of identification) as \_\_\_\_\_ identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20th day of December, 2013.

[Signature]  
Notary Public-State of Florida  
Print Name: Laura H Simonetti  
Commission No.: 33090646  
My Commission Expires: 5/24/14



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CODING: Additions by Bold Underline, Deletions by Striketh

WITNESSES:  
[Signature] Print Name: Edwina A West  
[Signature] Print Name: Rita A. Tasser  
[Signature] Print Name: Thomas R. McPherson  
[Signature] Print Name: Laura H Simonetti

STATE OF FLORIDA  
COUNTY OF VOLUSIA

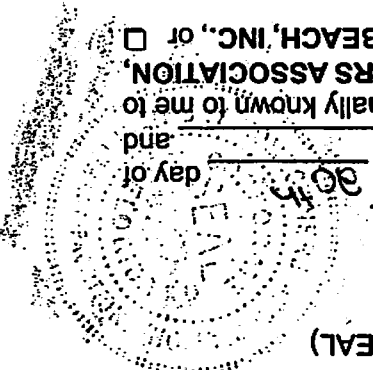
EXECUTED at Volusia County, Florida, on this the 00 day of November, 2013.

PELICAN BAY HOMEOWNERS ASSOCIATION,  
INC. a/k/a PELICAN BAY HOMEOWNERS  
ASSOCIATION OF DAYTONA BEACH, INC.

By: [Signature]  
Print Name: Scott M Hudson  
Address: 116 Surf Scoter Dr  
Daytona Beach, FL 32119  
Its President

Attest: [Signature]  
Print Name: Sharon W Golf  
Address: 113 Surf Bird Ct  
Daytona Beach, FL 32119  
Its Secretary

(CORPORATE SEAL)



THE FOREGOING INSTRUMENT was acknowledged before me this 00 day of November, 2013, by Scott Hudson and Sharon Golf who I are personally known to me to be the President and Secretary, respectively, of PELICAN BAY HOMEOWNERS ASSOCIATION, INC., a/k/a PELICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC., or  have produced

\_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 00 day of November, 2013.

Laura Highsmith-Simonetta  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE090846  
Expires 5/24/2014



[Signature]  
Notary Public-State of Florida  
Print Name: Laura M Simonetta  
Commission No.: EE090846  
My Commission Expires: 5/24/14



This instrument prepared by and should be returned to:

Robert L. Taylor, Esquire  
TAYLOR & CARLS, P.A.  
150 N. Westmonte Drive  
Altamonte Springs, FL 32714  
Phone: (407) 660-1040

Cross reference to the Restated and Consolidated Declaration recorded in Official Records ("OR") Book 3591 Page 1388, and amended in OR Book 4566, Page 4639; OR Book 4654, Page 4913; OR Book 4749, Page 4187; OR Book 4900, Page 1908; OR Book 4939, Page 4293; and, OR Book 5249, Page 4609 all of the Public Records of Volusia County, Florida;

**CERTIFICATE OF SEVENTH AMENDMENT TO THE RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY, VOLUSIA COUNTY, FLORIDA**

**THIS IS TO CERTIFY THAT the following is the Seventh Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida (hereinafter referred to as "Declaration"), which was duly adopted pursuant to Article VII of the Declaration by the Board of Directors of the Master Association, as that term is defined in the Declaration, at a meeting of the Board held on ~~November 19~~, 2013.**

I. Article VI, Section 6.4 of the Declaration is hereby amended as follows:

**ARTICLE VI**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.4 Due Date of Assessments. The regular assessments described herein shall be paid either on an annual or biannual basis, in advance, and each year's full assessment shall be due and payable on January 1 of each year as determined, from time to time by the Board, in its sole discretion. The due dates for assessments shall be established by the Board.

This instrument prepared by and should be returned to:

Elizabeth A. Lanham-Patne, Esquire  
BECKER & POLIAKOFF, P.A.  
111 North Orange Ave.  
Suite 1400  
Orlando, FL 32801  
Phone: (407) 875-0955

Cross reference to the Restated and Consolidated Declaration recorded in Official Records ("OR") Book 3591 Page 1388, and amended in OR Book 4566, Page 4639; OR Book 4654, Page 4913; OR Book 4749, Page 4185; OR Book 4900, Page 1908; OR Book 4939, Page 4293; OR Book 5249, Page 4609; OR Book 6947, Page 3918; and OR Book 6947, Page 3920  
all of the Public Records of Volusia County, Florida:

**CERTIFICATE OF NINTH AMENDMENT TO THE RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PELICAN BAY, VOLUSIA COUNTY, FLORIDA**

THIS IS TO CERTIFY THAT the following is the Ninth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions for Pelican Bay, Volusia County, Florida (hereinafter referred to as "Declaration"), which was duly adopted pursuant to Article VII of the Declaration by the Board of Directors of the Master Association, as that term is defined in the Declaration, at a meeting of the Board held on ~~February 20, 2017~~.

Section 3.4(C)(i) of the Declaration is hereby amended as follows:

**Section 3.4 PARKING & USE OF RECREATIONAL VEHICLES**

C. **Off-Street Parking.** Subject to the limitations provided for in subparagraphs C(i) and C(ii) below, Vehicles may be parked on those paved portions of Lots that are designed and constructed for the parking of Vehicles.

(i) **Large Vehicles.** Notwithstanding the above, no Vehicle that has dual rear wheels, has an overall length of more than 250", has a height of more than 81", has a width of more than 93", and/or has a wheelbase of more than 150" may be parked or stored or otherwise permitted to remain on any Lot for any period of time in excess of ten (10) consecutive hours during any twenty-four (24) hour period, except in a garage attached to the

dwelling unit; provided, however, in the following neighborhoods and association: The Estates Neighborhood, which includes Phase VI, Units II and III; the Ranchettes, which is a portion of Phase V, Unit I; and the Single Family Neighborhood, which includes, Phase I, Unit III, Phase II, and Phase III, such vehicles shall be permitted to be parked on the driveways without any such time restrictions. Notwithstanding the foregoing, Recreational Vehicles are still restricted in The Estate Neighborhood, the Ranchettes, and the Single Family Neighborhood as set forth in this Declaration, as amended.

EXECUTED at Volusia County, Florida, on this the 17 day of April, 2017.

WITNESSES:

PELLICAN BAY HOMEOWNERS ASSOCIATION,  
a/k/a PELLICAN BAY HOMEOWNERS  
ASSOCIATION OF DAYTONA BEACH, INC.

By: [Signature]  
Name: Thomas R. Mehegan  
Title: President  
Address: 144-H Golden Eye Dr.

Attest: [Signature]  
Print Name: Gurd Sevirano  
Title: Secretary  
Address: 101 Seabrook Dr.




THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of April, 2017, by Thomas R. Mehegan and Gurd Sevirano who are personally known to me to be the President and Secretary, respectively, of PELLICAN BAY HOMEOWNERS ASSOCIATION, INC., a/k/a PELLICAN BAY HOMEOWNERS ASSOCIATION OF DAYTONA BEACH, INC., or I have produced (type) of identification as identifying this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

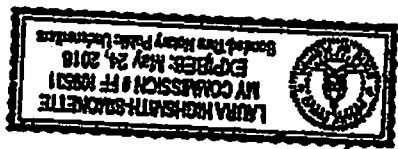
STATE OF FLORIDA  
COUNTY OF VOLUSIA

Print Name: Richie Souer  
[Signature]  
Print Name: Janet M. Hudson  
[Signature]  
Print Name: Duncan Robertson  
[Signature]  
Print Name: Larry Riley  
[Signature]

Instrument# 2017-098090 # 3  
Book : 7399  
Page : 2290  
Laura E. Roth  
Volusia County, Clerk of Court

WITNESS my hand and official seal in the County and State last aforesaid on this 17 day of April, 2017.

  
Notary Public-State of Florida  
Print Name: Laura E. Roth  
Commission No.: 55109631  
My Commission Expires: May 24, 2018



ACTIVE: P23028/353994-9366768\_1\_BPATRIE