

BY-LAWS OF  
THE VILLAS AT NEWFOUND HARBOR  
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the Corporation is: THE VILLAS AT NEWFOUND HARBOR PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 5104 North Orange Blossom Trail, Orlando, Florida 32803, but meetings of members and Directors may be held at such places within the State of Florida, Counties of Brevard and Orange, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to THE VILLAS At NEWFOUND HARBOR PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the "Common Areas".

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to MANHATTAN PROPERTIES, LIMITED, a Florida Limited Partnership, its successors and assigns if such assigns or successors should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first (1st) day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such a meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV  
BOARD OF DIRECTORS  
SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each Annual Meeting, thereafter, the members shall elect three (3) Directors for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual meeting until the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the “Common Areas” and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the Class “A” members who are entitled to vote;

(b) Supervise all Officers, Agents and/or employees of this Association, and to see that all of their duties are properly performed;

(c) As more fully provided in the Declaration, to;

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate Officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all Officers or Employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the "Common Areas" to be maintained; cause to provide reasonable and continuous maintenance in order that the quality of water in Lake Kessler will be suitable for recreational purposes by the residents of the Villas and not to endanger their health and safety; cause the recreational and common areas and landscaped areas to be maintained and policed, to remove debris from time to time, and to maintain the Pavilion structure in good repair.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President and a Vice-President, who shall, at all times, be members of the Board of Directors, a Secretary and a Treasurer, and such other Officers as the Board of Directors may, from time to time, by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first (1st) meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one ( 1 ) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time, giving written notice to the Board, the President and/or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such a vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held

by the same person. No person shall simultaneously hold more than one of any other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follow:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all checks and Promissory Notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and Promissory Notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to each of the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By Laws. In addition, the Board of Directors shall appoint other Committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any

member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable Attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the "Common Areas" or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE VILLAS AT NEWFOUND HARBOR, CORPORATE SEAL.  
CORPORATION NOT FOR PROFIT.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or Special Meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of THE VILLAS AT NEWFOUND HARBOR PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 22nd day of April, 1977.

|                          |                   |
|--------------------------|-------------------|
| <u>James E. Moore</u>    | _____ / s / _____ |
| <u>Arnold Lieberman</u>  | _____ / s / _____ |
| <u>Larry Lieberman</u>   | _____ / s / _____ |
| <u>Ben Jacobson</u>      | _____ / s / _____ |
| <u>Ann Jacobson</u>      | _____ / s / _____ |
| <u>James W. Wells</u>    | _____ / s / _____ |
| <u>William R. Moore</u>  | _____ / s / _____ |
| <u>Brendon Gallagher</u> | _____ / s / _____ |
| <u>Bernard Kurek</u>     | _____ / s / _____ |

STATE OF FLORIDA:

COUNTY OF ORANGE:

I HEREBY CERTIFY that on this 22nd day of April, 1977, before me in the aforesaid County and State, personally appeared, James E. Moore, Arnold Lieberman, Larry Lieberman, Ben Jacobson, Ann Jacobson, James W. Wells, William R. Moore, Brendon Gallagher, Bernard Kurek, to me known to be the individuals and Officers described in and who executed the foregoing instrument and they acknowledged the execution thereof to be their free act and deed as such Officers thereunto duly authorized; and the Official Seal of said Corporation is duly affixed thereto and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at ORLANDO, in the County and State aforesaid, the day and year last above written.

\_\_\_\_\_ / s / Bernice R. Pring

NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of THE VILLAS AT NEWFOUND HARBOR PROPERTY OWNERS ASSOCIATION, INC., a Florida



Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 22nd day of April, 1977.

/s/ Ann Jacobson \_\_\_\_\_

ANN JACOBSON, SECRETARY

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MANHATTAN PROPERTIES, LTD., a limited Florida partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain property in Merritt Island, County of Brevard, State of Florida, which is more particularly described as:

All of the lots, together with all of the "Common Areas", as expressly designated in THE VILLAS AT NEWFOUND HARBOR, A Planned Unit Development, according to the Plat thereof, as recorded in Plat Book No. 24, at Page(s) No. 130-131, of the Public Records of Brevard County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE VILLAS AT NEWFOUND HARBOR PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. “Common Areas” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The “Common Areas” to be owned by the Association, at the time of the conveyance of the first lot, are described as follows:

All of the “Common Areas” as expressly designated in THE VILLAS AT NEWFOUND HARBOR, a planned unit development, according to the plat thereof, as recorded in Plat Book 24, at Page(s) No. 130, 131, of the Public Records of Brevard County, Florida.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the “Common Areas”.

Section 6. “Declarant” shall mean and refer to MANHATTAN PROPERTIES, LTD., a Florida Limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the “Common Areas” which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the “Common Areas”.

(b) The right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the “Common Areas” to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective, unless an instrument agreement to such dedication or transfer signed by two-thirds (2/3rds) of each Class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the “Common Areas” and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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

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

Class B. The Class "B" members shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on December 31, 1979.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable Attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable Attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the "Common Areas".

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Three and 90/100 Dollars (\$3.90) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs and/or replacement of a capital improvement upon the "Common Areas" including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the "Common Areas". The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the 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 due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association, as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the "Common Areas" or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

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

Section 10. Exempt Property.

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, in the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so, thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any Amendment must be recorded.

Section 4. Omitted on original copy

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of "Common Areas", and Amendment of this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VII

### OTHER COVENANTS, RESTRICTIONS AND LIMITATIONS

Section 1. Residential Use. All lots in THE VILLAS AT NEWFOUND HARBOR are restricted to the residential use of a single family, their household, servants and guests.

Section 2. No Trade, Business, Profession, etc. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the land in this Planned Unit Development.

Section 3. No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently; however, a construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence.

Section 4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and/or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes whatsoever.

Section 6. No lot shall be used and/or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage disposal of such material shall be kept in a clean and sanitary condition. No commercial vehicles such as buses (including school buses), trucks, dump trucks, storage moving vans, trailers, semi-trailers, etc., shall be parked, stored, kept, maintained or disassembled and no lot shall be used as a dumping

ground for automobile, truck or trailer parts to the end that such storage or dumping or keeping would constitute a nuisance or annoyance or create an unsightly or unhealthy neighborhood condition.

Section 7. Easements for ingress and egress and installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of THE VILLAS AT NEWFOUND HARBOR. There are also reserved easements and right-of-ways for public utilities on those portions of the dedicated streets, which are not utilized for street purposes. Within all of these easements, no structures, plants or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves the right to assign the use of any and all easements shown on the record plat before the total property being the subject matter here of is sold by the Declarant, for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or other improvements placed thereon by the Owner of the property on which the easement lies shall be removed, if required by the Declarant, or its assignees, at the expense of said Owner.

Section 8. Topsoil – Drainage. No sod or topsoil shall be removed from the land without permission of the Declarant or its successors. No change in elevation of the land shall be made without permission of the Declarant or its successors. No change in elevation of the land shall be made without protecting adjoining lots from surface water drainage caused by the change.

Section 9. Signs. No sign of any kind whatsoever shall be displayed to the public view on any lot, except that “For Sale” or “For Rent” signs may be displayed, provided, however, that same shall not exceed five (5) square feet in size, and provided, further, that this shall not be a restriction upon the Declarant or builders erecting signs advertising said subdivision.

Section 10. Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any lot. This provision, however, shall not preclude the installation of any individual water supply system for irrigation and/or sprinkler purposes; provided, however, that such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the prevailing zoning and building departments of the governing authority.

Section 11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 12. Minor Violations. When a building has been erected, or the construction thereof is substantially advanced and it is situated on any building lot in such manner that same constitutes a violation or violations of any of the above Covenants, the Declarant, its successors and/or assigns, shall have the right, at any time, to release

such building, plot and/or portions thereof, from such part of the provisions of any of the said Covenants, as are violated; PROVIDED, HOWEVER, that the said Declarant shall not release a violation or violations of any of the said Covenants, except as to violations it determines to be minor, and the power to release any such building plot or portions thereof from such violation or violations shall be dependent on a determination by it that such violation or violations are minor.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of April, A.D. 1977.

MANHATTAN PROPERTIES, LTD.,

A Florida Limited Partnership

- Declarant -

BY: / s / Walter H. Kessler