

Governing
Documents
Tailwinds Airport
Properties



Tailwinds Airport

Items contained herein are as follows:

1. Declaration of Covenants and Restrictions for Colony Park (Tailwinds)
Amendment Dec 1, 1982
Amendment Nov 3, 1995
2. General Rules (Dec 5, 2001)
3. By-Laws
Amended by Special Meeting, Dec 11, 1994
4. Easement Deeds
5. New Construction/Renovation/Landscaping Requirements
and Application Forms
6. Four Party Documents (for Mack Dairy Road maintenance and Guard
Gate Operations)

***This booklet contains important governing documents which are applicable to all Tailwinds Airport property owners. They are being provided to every property owner to ensure understanding and compliance. Your Board of Directors (BOD) is tasked to enforce these Covenants, By-Laws and General Rules. Please help your BOD by becoming familiar with and complying with these documents. Tailwinds is clearly a million dollar airpark and with everyones cooperation, it will continue to be a highly sought after place of residence.*

Helpful Phone Numbers:

Emergency:	911
Martin County Sheriff:	772-220-7000
Guardhouse:	561-744-2673
Code Enforcement:	561-233-5500
Animal Control:	561-233-1200
AT&T:	800-288-2020
Bell South:	866-620-6000
Waste Management:	772-546-7700
Florida Power & Light:	561-697-8000
Jupiter Post Office:	561-744-2799
Fire Dept. (Battalion 1, Sta 14):	561-748-4730



Declaration

of

Covenants

and

Restrictions

for

Colony Park

(Tailwinds)



DECLARATION OF COVENANTS AND RESTRICTIONS

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COLONY PARK
418713

THIS DECLARATION, made this 10th day of August, 1981, by
FIRST SUNCASTLE CORPORATION, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community with a private airport with attendant facilities, open spaces, and other community facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values in said community and for the maintenance of the Properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A (together with such additions as may hereafter be made thereto, as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said community, to create an agency to which should be delegated the power of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and thereby promoting the recreation and welfare of the residents; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida the TAILWINDS HOMEOWNERS' ASSOCIATION, INC. as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. "Declaration" shall mean the provisions set forth in this document, which document may, from time to time, be amended.

Section 2. "Corporation" shall mean and refer to the TAILWINDS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 3. "Declarant" shall mean and refer to FIRST SUNCASTLE CORPORATION, a Florida corporation, its assigns, or any successor or assignee to all or substantially all of its interest in the development of said Properties.

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Section 4. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate restrictions and collecting and disbursing the assessments and charges hereinafter created, and thereby promoting the recreation and welfare of the residents;

WHEREAS, Declarant has incorporated under the laws of the State of Florida the TAILWINDS HOMEOWNERS' ASSOCIATION, INC. as a non-profit corporation for the purpose of exercising the functions aforesaid;

governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Corporation and approval of the governmental agencies involved.

Section 5. "Plat" shall mean the plat of COLONY PARK as recorded in Plat Book 8 at page 76 of the Public Records of Martin County, Florida.

Section 6. "The Properties" shall mean all real property described in Exhibit A which becomes subject to the Declaration, and such additions thereto as may hereafter be made pursuant to Article II.

Section 7. "Common Area" shall mean the area of land shown on the recorded Plat of COLONY PARK as non-exclusive easements comprising the landing strip with its adjacent common taxiways, service area, and private roads.

Section 8. "Living Unit" shall mean any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 9. "Lot" shall mean any residential plot of land shown upon the Plat, inclusive of non-exclusive easements for the Common Area, and areas dedicated to governmental or administrative bodies or public utilities.

Section 10. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Airport Boundary" shall mean that non-exclusive easement as shown on the Plat, consisting of the landing strip and common taxiways.

Section 12. "Landing Strip" shall mean a portion of the usable area within an airport boundary which is suitable for the landing and take-off of aircraft under favorable weather conditions and Visual Flying Rules.

Section 13. "Runway" shall mean the central portion of a landing strip.

Section 14. "Common Taxiways" shall mean those non-exclusive easements as shown on the Plat, extending from the Landing Strip, for the purpose of providing access to and from the Landing Strip and each Lot.

Section 15. "Service Area" shall mean that non-exclusive easement shown on the Plat for the purpose of providing fuel.

Section 16. "Private Roads" shall mean those non-exclusive easements comprising roads, as shown on the Plat, which shall provide vehicular ingress and egress to the Lots.

Section 17. "Wetland Area" shall mean those areas so designated on the Plat as seasonal ponds.

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Section 18. Clear Airspace - see amendment
1 Dec, 82

(b) Unpaid Assessments or Infractions: The right of the Corporation to suspend the right of an Owner to use the Common Area for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Corporation to suspend the right of a member to use the said Common Area for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Rules and Regulations of the Corporation;

(c) Mortgage: The right of the Corporation to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to the Common Area or facilities, pursuant to approval of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Corporation or at a meeting duly called for this purpose. Prior to the first election of Directors by the Owners, the Directors elected by Declarant shall have the power to approve such mortgage without membership vote.

(d) Public Dedication: The right of the Corporation to dedicate or transfer all or any part of the easement rights in the Common Area to any public agency, authority, utility or cable television company for such purposes and subject to such conditions as may be agreed to by a two-thirds (2/3) majority of the Members. However, prior to the first election of Directors by the Owners the Directors elected by the Declarant shall have the power to agree to such dedication or transfer by majority vote without Membership vote. No such dedication or transfer shall be effective unless an instrument by the appropriate Officers of the Corporation agreeing to such dedication or transfer, has been recorded.

(e) Alienation: The Corporation may not alienate its non-exclusive easement in the Common Areas and amenities thereon in any way or form without the prior approval of all holders of outstanding first mortgages securing debt against any property governed by this Declaration or amendments hereto; provided, however, that this provision shall not be applicable to easements for utilities, roads, sewer, storm and sanitary, or cable television.

Section 4. Delegation of Use. In accordance with the By-Laws, any Lot Owner may delegate his right of enjoyment to the Common Area and facilities to the members of this family, his guests, his tenants, or to contract purchasers who reside on the property, subject to such general regulations as may be established from time to time by the Corporation. The person(s) to whom such delegation has been made shall be subject to this Declaration, and to the rules and regulations promulgated by the Corporation. If the right of an Owner to use the Common Areas is suspended or withheld by the Corporation, such suspension or withholding shall also apply to those persons to whom the Owner may have made such delegation. Each Owner who makes such a delegation shall be strictly responsible for the conduct of those persons to whom such delegation shall have been made; their conduct shall be construed by the Corporation as the conduct of the Owner.

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Section 5. Platted Open Space. No portion of the Plat or the replat thereof containing an open space shall be vacated in whole or in part unless the entire Plat or replat is vacated.

Section 6. Private Airport Facilities. It is the intent of the Declarant to construct the Landing Strip, Common Taxiways, and Service Area within the Common Area in conjunction with the development of COLONY PARK. Such improvements are to be used for the benefit of the Members herein as a private airport facility.

None of the aforementioned improvements shall be transferred or conveyed to any private individual or corporation at any time in the future, except to the Corporation or its assignees or delegates. It is the intent of the Declarant to convey its interest in same to the Corporation for the use, maintenance, enjoyment and benefit of the members thereof within three years from the day of the first sale of a Lot by the Declarant. However, this does not preclude the Declarant from conveying its interest in said improvements to the Corporation before that time.

(a) Use. All Members and their guests shall have the non-exclusive right to use the Landing Strip, Service Area, Common Taxiways, and other improvements for civil aircraft either owned or leased by them, subject to the terms, conditions, limitations and restrictions contained in this Declaration of Covenants and Restrictions and the limitations which may hereafter be imposed by Declarant. In addition, until the first election of the Board of Directors of the Corporation by Owners other than the Declarant, the Declarant, its successors and assigns, expressly reserve the right to grant permission to such other persons as it may elect to use the aforementioned facilities.

(b) Rules and Regulations. Prior to the first election of Directors of the Corporation by Owners other than Declarant, the Declarant, its successors and assigns, and thereafter the Corporation, shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the private airport facilities and Common Areas, provided that such rules and regulations shall be consistent with safety and with the rules and regulations and ordinances of the Federal Aviation Agency with respect to the civil aircraft operations on the private airport facilities, and provided further that such rules and regulations shall not be inconsistent with any Florida Statute promulgated for the regulation of aircraft and pilots.

(c) Fees and Assessments. A periodic fee (the "General Assessment") shall be assessed no less frequently than annually by the Declarant, its successors and assigns, against all Lot Owners to cover the cost of use, maintenance, repair, and replacement of the airport facilities and Common Areas, the basis of which is hereinafter described in ARTICLE V, Section 2. Said fee shall be imposed regardless of whether or not such Lot Owners use the private airport facilities.

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(d) Withholding of Use. The Declarant, its successors and assigns shall have the right to withhold the use of the Landing Strip, Common Taxiways and other portions or all of the Common Areas from any Owner:

(1) who is in default in the payment of any assessment fee;

(2) who uses the Landing Strip, Common Taxiways, Service Area, and/or other airport facilities or Common Areas, or his aircraft in a negligent manner or in a manner harmful to the rights of other users;

(3) who fails to maintain the insurance coverage required by this Declaration of Covenants and Restrictions; or

(4) who violates any of the published rules and regulations of Declarant.

(e) Maintenance Agreement. The Corporation with the consent of Declarant, shall have the right to enter into an agreement with any individual, firm, corporation or other entity to provide for the maintenance of the airport facilities. The cost of such management shall be included within the general assessment.

(f) Insurance. Each Lot Owner as a condition precedent to the use of the Landing Strip, Common Taxiways, Service Area and other airport facilities, shall deposit with the Corporation a certificate or certificates of insurance certifying that such person has in force aircraft personal injury and property damage for the operation of civil aircraft owned or leased by such person in the amounts established by the Board of Directors of the Corporation. Such insurance minimums shall be subject to periodic review by the Board of Directors of the Corporation and any increase prepared by said Board shall be uniform as to all users of the airport facilities. All such insurance policies shall provide for not less than ten (10) days prior notice to the Corporation of cancellation.

Section 7. Guest Accomodation. Guests of Lot Owners shall tie down on their hosts' Lot. No aircraft shall be maintained, tied-down, hangared or otherwise stored on any Lot unless that aircraft is legally and beneficially owned by the Owner of the Lot, or the aircraft belongs to a guest or lessee of the Owner and the guest or lessee is residing on the Lot.

ARTICLE V

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Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Corporation the following: (1) periodic General Assessments or charges, (2) Special Assessments for capital improvements, and (3) Punitive Assessments, such assessments to be established and collected as

hereinafter provided. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Any lien created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Martin County, Florida of the claim of lien, stating the description of the Lot, the name of the record owner, the amount due and date when due of the lien; and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Except for interest, such claims of lien shall include any unpaid assessments which are due and payable as of the date of recordation, together with all costs incurred and sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorneys' fees and costs. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien.

Section 2. General Assessment.

(a) Purpose of Assessment. General assessments shall be made for the purpose of maintenance and management of property which is required by this Declaration to be maintained by the Corporation. Maintenance and management expenses shall include, but need not be limited to, the cost and expense of operation, maintenance and management of the Corporation, its property and the Common Areas; use of the private airport facilities, Landing Strip, Taxiways, and all other Common Areas; real and personal property ad valorem taxes, and governmental and administrative assessments against the Corporation's property and the Common Areas; insurance premiums for fire, windstorm and extended coverage; insurance on the Corporation's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Corporation's real and personal property; maintenance, repairs and replacement of the Corporation's real and personal property; charges for utilities and water used by the Corporation; cleaning services; expenses and liabilities incurred by the Corporation in and about the enforcement of its rights and duties against members or others; and the creation of reasonable cash reserves for contingencies to protect and maintain the Corporation's real and personal property.

(b) Basis for Assessment. The Owner of each Lot shall pay a fraction of the total assessment to be levied upon all Owners by the Corporation, the numerator of which fraction shall be one and the denominator of which shall be the total number of Lots within the Properties.

(c) Method of Assessment. By a vote of two-thirds (2/3) of the Directors, the Board of Directors of the Corporation shall fix the General Assessment. Should the Corporation, through its Directors, at any time determine that the assessments made are not sufficient to meet or anticipate its obligations, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet the reasonable needs of the Corporation. The Board shall set the date(s) on which such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the General Assessments authorized above, the Corporation may levy in any assessment year a Special Assessment applicable to that year and the next two succeeding years for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All notices of Special Assessments from the Corporation to the members shall designate when they are due and payable, and shall be at a uniform rate for property assessed. Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

Section 4. Punitive Assessments. Pursuant to the Corporation's power and authority to enforce those covenants, restrictions and regulations and the powers granted pursuant to this Declaration, the Board of Directors may separately assess a Lot Owner a Punitive Assessment in an amount not to exceed \$100 for each violation of this Declaration or of the rules and regulations promulgated hereunder, where such violation is made by the Lot Owner, the members of his family, his guests, his tenants, or contract purchasers who reside on the property. Punitive Assessments are collectible in a manner determined by the Board of Directors.

Section 5. Delinquent Assessments. If assessments are not paid on the date when due, then such assessments shall be come delinquent and shall bear interest at the highest legal interest rate until paid. The Corporation may also bring an action at law against the Owner or Owners of the Lot personally obligated to pay the same, or to foreclose the lien against the Lot, and the Owner shall be obligated to pay all of the Corporation's reasonable attorney's fees and costs incurred in connection with the collection of the assessment, whether suit be brought or not. In addition, any Owner(s) delinquent in the payment of any assessment may be denied use of the private airport facilities, Landing Strip, Taxiways, or other portions or all of the Common Area.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage representing a first lien on said property and to any second mortgage to the Declarant representing a second lien on the property. No sale or transfer shall relieve any Owner from liability for any assessments thereafter becoming due or from the lien thereof. All holders of first mortgages on Lots may, upon written request of the Corporation:

- (a) receive timely written notice of meetings of the Corporation;
 - (b) inspect the financial records and documents and similar of the Corporation at reasonable intervals during normal business hours;
 - (c) receive written notice of any form of abandonment, condemnation, termination, or any material amendment to the Declaration, By-Laws, or Articles of Incorporation; and
 - (d) receive timely written notice of any substantial damage or destruction to the Common Area and/or amenities.
- Notwithstanding any provisions hereof, no land or improvements devoted to and used for dwelling purposes shall be exempt from said assessments, charges, or liens. In the event the holder of a first mortgage shall accept and record a deed in lieu of foreclosure or obtain Certificate of title, this shall operate to release a subordinate claim of lien. In the event of a lien foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot to the Corporation, and the Corporation shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

Section 7. Annual Budget. By a two thirds (2/3) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

ARTICLE VI

Architectural Control

Section 1. Colony Park Environmental Control Committee. The Colony Park Environmental Control Committee (hereinafter referred to as the "Committee") shall consist of five (5) or more persons who shall be appointed by the Directors of the Corporation.

Section 2. Purpose. The Committee shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner as to, in the Committee's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the Committee authority to regulate, control or determine external design, appearance, use or location of Lots under development or to be developed, or dwellings under construction, or to be constructed or marketed by the Declarant; to wit, Declarant shall be exempt from this ARTICLE VI.

Section 3. Restrictions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made without the prior approval of the Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done, nor any color thereof changed without the prior written approval of the Committee.

(b) Unless specifically excepted by Declarant, all one-family residences shall have a ground floor minimum area of 1,800 square feet in the case of one-story dwellings, and a minimum total floor area of 2,000 square feet and a ground floor minimum of 1,400 square feet in the case of one and one-half or two-story structures, exclusive of garages, porches and terraces. Unless specifically excepted by Declarant, each residence shall have a fully-enclosed two-car garage.

(c) No temporary house, shack, mobile home or tent shall be erected upon any Lot. No temporary or permanent storage building, barn, hangar or other out-building shall be used for residential purposes.

(d) The Lots shall be used for the purpose of a single family residence only, and shall not be further subdivided. No streets, roads or driveways shall be opened through said Lots to serve adjoining property except as approved in writing by the Committee.

(e) No tourist courts, overnight cabins or rental units shall be constructed, and no business shall be conducted on the Properties.

(f) No clearing, grading, alterations or improvements shall be made on or to any Lot until the same has been approved in writing by the Committee, its successors or assigns. Such refusal or approval may be based upon any reason, including purely aesthetic conditions, which in the sole discretion of the Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Committee. One (1) copy of all plans and related data shall be furnished to the Committee for its records.

CLEARING, GRADING, ALTERATIONS OR IMPROVEMENTS TO LOTS SHALL BE LIMITED TO EASEMENT AREAS AND AN AREA NOT TO EXCEED 150 FEET IN ANY DIRECTION FROM THE HOUSE STRUCTURE, DRIVEWAY OR TAXIWAY WITHOUT SPECIAL WRITTEN PERMISSION OF THE COMMITTEE.

Add Amendment:
12/1/82
(Book 562 Page 303)

(q) ALL WETLAND AREAS SHALL REMAIN IN A NATURAL, UNDISTURBED AND UNDEVELOPED STATE.

(h) Whenever buildings erected on any Lot are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco or wood approved by the Committee or other material approved by the Committee.

(i) No building shall exceed the height of two stories or 35 feet.

(j) No Lot shall be used as a dumping ground for rubbish, trash, or garbage. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except when exposed for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house, and its design shall be approved by the Committee.

(k) No fence or wall shall be permitted on any Lot, except as may be approved by the Committee.

(l) No signs of any character shall be displayed upon any Lot or Common Area without the written permission of the Committee, and the Committee shall have the right, in its sole discretion, to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs, and may summarily remove and destroy all unauthorized signs.

(m) Owners and occupants of Lots shall park motor vehicles only in garage space or in private drives.

(n) No clothing, laundry or wash shall be aired or dried on any portion of the Lots.

(o) There shall be not more than one name plate on each residential Lot, and it shall be of a form and materials approved by the Committee.

(p) No television or other outside antenna system or facility may exceed a height of 35 feet.

(q) Flag poles are permitted, provided the pole is not more than fifteen (15) feet in height.

(r) The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot in a neat and attractive condition, the Corporation or its authorized agents or successors and assigns may, after ten (10) days notice to such Owner,

OR
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* See Amendment Dec 11/82

enter upon such Lot between the hours of 7:00 A.M. and 6:00 P.M. and have the grass, woods, and other vegetation cut, and debris, dead trees, shrubs and other plants removed from the Lot. The Corporation may do such as often as the same is necessary in its judgment. Such Owner shall be personally liable to the Corporation for the cost of the maintenance described above, the cost of which may be assessed as a Punitive Assessment in an amount exceeding \$100.00. The liability for amounts expended for such maintenance shall be a permanent charge and lien upon the Lot, enforceable by the Corporation in an appropriate proceeding at law or in equity. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and any second mortgage in favor of the Declarant and shall also secure the Corporation's attorneys' fees and costs. It shall be foreclosable as provided in Section V.1.

Section 4. Private Hangars. Each Lot may have a hangar or planeport for the storage of private aircraft. Such hangar or planeport, if constructed, will be subject to Committee's architectural approval.

Section 5. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and maintenance of the Lots. Judicial enforcement of these restrictions shall be by the Corporation by proceeding at law or in equity against the Owner violating or attempting to violate any restriction; shall be either to restrain or enjoin violation or to recover damages, or both, and shall be to enforce any lien created hereby. Any Owner violating or attempting to violate any of these restrictions shall be obligated to pay to the Corporation all of the Corporation's reasonable attorneys' fees and costs, which sums shall be secured by a lien against the Lot of the Owner responsible for such violation, whether the violation be committed by the Owner, a member of his family, an invitee, a lessee, or a lessee's family or invitee.

(b) There shall be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) These restrictions shall be considered separable with respect to their imposition by Declarant in deeds of conveyance, and Declarant shall be authorized to eliminate the applicability of one or more such restrictions by enumerating them in any such deed of conveyance.

OR
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(d) The failure of the Committee to insist upon the strict performance of any of the provisions herein contained shall not be construed as a waiver in the future of the enforcement of such provision. The acceptance of performance of anything required to be performed with knowledge of the breach of such a provision shall not be deemed a waiver of such breach. No waiver by the Committee of any provision contained herein shall be deemed to have been made unless expressed in writing and signed by the Committee.

(e) Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions, and the restrictions of this Declaration, the more restrictive provisions shall apply.

Section 6. Procedures. In the event the Committee fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, approval will be deemed granted. The applicant may appeal an adverse Committee decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE VII

Use of Property

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing his Living Unit to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein shall be conveyed or transferred by an Owner other than Declarant, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Aircraft Storage. No aircraft shall be maintained, tied-down, hangared or otherwise stored on any Lot unless that aircraft is legally and beneficially owned by the Owner of the Lot, or the aircraft belongs to a guest or lessee of the Owner and the guest or lessee is residing on the Lot.

(e) Rules and Regulations. The Committee may adopt general rules to implement the purposes set forth in Article VI, Section 2 and to codify the covenants in this Section. Such general rules may include but are not limited to rules to regulate animals, antennas, signs, the storage and use of recreational vehicles, machinery, trash containers, planting, maintenance and removal of vegetation from the Properties. Such general rules may be amended by a two-thirds (2/3)

vote of the Committee following a regular or special meeting of which due notice has been provided, and also pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the rules and regulations. The rules of the Committee shall not contravene any provision of this Declaration, the Articles of Incorporation of the By-Laws of the Corporation, or of any other recorded declarations superior in time to this Declaration.

(e) Exceptions:

(i) Nothing contained in this Section shall prohibit the Declarant from using any portion of the Properties, or situating any structure thereon as a model and/or sales office.

(ii) Nothing in this Section shall prohibit Declarant from reserving two Lots to itself for the purpose of providing tie-down easements to persons who are not Owners. Article V, Section 4 of this Declaration shall not apply to such Lots. This Article VII, Section (1)(e)(ii) shall not be abridged or modified by any amendment of this Declaration, the Rules and Regulations or otherwise, but rather this provision shall supercede any such abridgement or modification, which shall be null and void. Any provision of this Declaration which is inconsistent with this Article shall, to the extent of such inconsistency, be deemed null and void. Any person or entity to which Declarant shall convey a tie-down easement shall enjoy all of the rights and privileges of being an Owner, and shall be subject to all of the terms, conditions, restrictions and responsibilities imposed by this Declaration, except that he shall have no voting rights in the Corporation. Each purchaser of a tie-down easement shall pay General and Special Assessments to the Corporation in an amount, as to each easement, equal to that paid by each Lot Owner; provided, however, that no such Assessment(s) may be levied against the Easement Owners to the extent such assessment(s) shall benefit only the Lot Owners and not the Easement Owners as well. With respect to either Lot on which the Developer may convey tie-down easements, the Developer's obligation to pay General and Special Assessments shall cease, as to each Lot, when the first tie-down easement on that Lot is conveyed, and thereafter the Corporation shall have the right to enforce this Declaration against any Easement Owner by liening the tie-down easement owned by such Easement Owner (but no other tie-down easements) in the same manner and under the same conditions as is provided in the Declaration for liening any Lot.

1982
Amdt
del (ii)

Deleted
Dec 1, 1982

BOOK 527 PAGE 2673

1995 Amdt

(f) added, 2nd Amendment Nov 3, 1995

(g) added, 2nd Amendment Nov 3, 1995

Per Amendment: added 3 Nov 1995. O.R.Book 1154 Pages 1853-6

Article VII, Section 1. Protective Covenants, Paragraphs (f) and (g) added.

(f) No owner or other party shall construct upon a lot in Colony Park any storage building, barn, hanger, outbuilding or other structure without the simultaneous construction thereon of a residence designed and intended for use and occupancy by a single family, both of which structures shall first be approved by the Environmental Control Committee of Colony Park as required by Article VI hereof. The provisions of this Section 1 (f) shall prevail over and control any term or provision of the Declaration, the Articles of Incorporation or the Bylaws of the Corporation to the contrary.

(g) No owner or other party shall maintain, tie-down, hanger, keep or otherwise store on any lot in Colony Park any aircraft unless a residence designed and intended for use and occupancy by a single family has been fully constructed on said lot. Construction of the residence shall be deemed to have been completed when the building department of Martin County, Florida has issued a Certificate of Occupancy for the residence. The provisions of this Section 1 (g) shall prevail over and control any term or provision of the Declaration, Articles of Incorporation or the Bylaws of the Corporation to the contrary.

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him, and all improvements thereon in good order and repair and free of debris. This duty shall include but not be limited to the painting (or other appropriate external care) of all buildings and other improvements, in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements thereon as provided herein, the Corporation, after notice to the Owner as provided in the By-Laws and approved by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct, repair, or restore the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Punitive Assessment upon such Lot.

Section 3. Utility Easements.

(a) The Declarant hereby specifically reserves for each Lot an easement in a strip of land ten feet wide adjacent to and within all boundary lines of said Lot for the installation and maintenance of all utilities, including but not limited to electricity, cable television facilities, water, drainage, gas, sewer, telephone, and for any similar facility, deemed by the Declarant necessary for the service of said land. The Declarant further reserves the right to assign the use of said easement to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned.

(b) No structure other than a driveway or similar accessway shall be built upon the easement thus reserved, and said easement property shall at all times be open to Declarant, its assigns, and any public service entity which may require the use of said easement.

(c) No easement shall be granted by any grantee without the express approval in writing of the Declarant, or its successors or assigns.

Section 4. Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of any Lot, the Declarant shall have reserved a blanket easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant, any emergency exists which precludes such notice.

OR
BOOK 527 PAGE 2674

Section 5. Other Easements. The Declarant reserves unto itself, its successors and assigns a perpetual, alienable easement on, over and under the Common Area and the Lots to erect and maintain street, directional, promotional and other signs, entrance features, lights, landscaping, and other similar improvements.

ARTICLE VIII

Property Owners' Association

Section 1. Membership. Each Owner of a Lot shall be a member of the Corporation. This Declaration and the Corporation shall be subordinate to the terms of the Articles of Incorporation and By-Laws recorded in Official Record Book _____, at Page _____ of the Public Records of Martin County, Florida.

Section 2. Notice of Transfer. The Owner of any Lot or Tie-Down easement is required to give written notice to the Corporation of any transfer of his Lot. Unless such notice is received by the Corporation, the Corporation shall have the right to treat the transferor as the sole legal owner.

Section 3. Duty to Maintain Wetlands. It shall be the duty of the Corporation to maintain the Wetland Areas designated on the Plat in their natural and undisturbed state.

ARTICLE IX

General Provisions

Section 1. Covenants in Perpetuity. The covenants and restrictions of this Declaration and any duly adopted and recorded amendment shall run with the land in perpetuity and shall be binding on all parties and persons claiming under them.

Section 2. Amendment. This Declaration may be modified, altered, or amended at any time by instruments in writing recorded in the Public Records of Martin County, Florida, by Declarant, its successors or assigns, until five years from the date of the first sale of a Lot by Declarant, and thereafter by vote of 75% or more of the Owners; provided, however, that all amendments must conform to any applicable requirements of Martin County Subdivision and Zoning Codes, and further provided that, at all times, Article VIII, Section 1 (d) and (e), and Article IV, Section 7 may be modified, altered or amended only with the prior written consent of Declarant.

Section 3. 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 4. Liability. Neither Declarant nor the Corporation shall have any responsibility or liability of any kind or nature whatsoever to anyone for loss or damage to any person, structure, property or aircraft due to theft, vandalism, windstorm, tornadoes, negligence of the owner or user of any aircraft, fire, acts of God or other perils. Declarant, its successors or assigns, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration by any person or entity other than itself.

IN WITNESS WHEREOF, FIRST SUNCATLE CORPORATION has caused this Declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

Attest: [Signature]
Secretary

FIRST SUNCATLE CORPORATION
By: [Signature]
President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert W. Biggs and Mark I. Lurie, as President and Secretary respectively of FIRST SUNCATLE CORPORATION, a Florida corporation, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1981.

[Signature]
C. Sharry Clause

Notary Public, State of Florida
My Commission Expires May 25, 1985
Bonded thru The Sun Insurance, Inc.

IN WITNESS WHEREOF, FIRST SUNCASTLE CORPORATION has caused this Declaration to be executed in its name by its officer duly authorized, with the corporate seal affixed on the day and year first above written.

FIRST SUNCASTLE CORPORATION

Attest: [Signature] Secretary By: [Signature] President

STATE OF FLORIDA
COUNTY OF MARTIN

Personally appeared before me Herbert W. Biggs and Mark I. Lurie, President and Secretary respectively of FIRST SUNCASTLE CORPORATION, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed. WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1981

[Signature]
Notary Public
Date of Exp. 1/4/82

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid this 10th day of August, 1981.

STATE OF FLORIDA
COUNTY OF MARTIN

NOTARY PUBLIC
OR
NOTARIAL PUBLIC

527 PAGE 2677

FILED
MARTIN COUNTY, FLORIDA
21 AUG 14 11:29 AM '81
LOWE
CLERK
[Signature]
1981

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
COLONY PARK

403597

THIS AMENDMENT MADE THIS 1ST DAY OF DECEMBER, 1982, by
FIRST SUNCASTLE CORPORATION, hereinafter called "Declarant".

WITNESSETH:

WHEREAS Declarant caused a DECLARATION OF COVENANTS AND
RESTRICTIONS FOR COLONY PARK, dated August 10, 1981 to be
recorded in the Public Records of Martin County, Florida in
Official Records Book 527, at Page 2660; and

WHEREAS said Declaration pertains to the Plat of Colony
Park, as recorded in Plat Book 8 at Page 76 of the Public
Records of Martin County, Florida; and

WHEREAS said Declaration may be amended by the
Declarant for a period of five years from the date of the
first sale of a Lot within said Plat by Declarant; and
whereas said first sale took place on September 15, 1982; and

WHEREAS it is in the interest of all of the Lot Owners
of COLONY PARK to maintain free and unobstructed airspace in
the areas designated as clear zones for approaching and
departing aircraft, as such clear zones may, from time to
time, be defined by governmental regulatory agencies or other
entities with lawful jurisdiction over such subject matter;

NOW THEREFORE

ARTICLE I of the Declaration is amended by the addition
thereto of the following Section:

Section 18. "Clear Airspace" shall mean the Visual Operation
Approach Area as shown on the Plat of COLONY PARK, which may,
from time to time, be designated as clear space or clear zone
by any governmental regulatory agency with jurisdiction over
the licensing of airports or over the approval or allocation
of airspace for aircraft.

ARTICLE VI, Section 3 of the Declaration is amended by
the addition thereto of the following provision:

(g) No Lot Owner shall erect or permit to exist on his,
her or its Lot any natural or man-made structure which
shall intrude into or obstruct the Clear Airspace within
the Plat of Colony Park. Upon being requested by the
Association to remove any such structure, the Lot Owner
shall forthwith remove it.

In the event of the failure by a Lot Owner to remove any
such structure within seven days of the posting of
notice by the Association to the Owner, first class

postage prepaid, the Association shall have the right to enter upon the Lot and remove the structure, provided that the Association shall thereupon reasonably restore the premises.

ARTICLE VII, Section 1., "Protective Covenants", paragraph (e), "Exceptions", is amended by the deletion therefrom of subparagraph (ii) in its entirety.

IN WITNESS WHEREOF, FIRST SUNCASTLE CORPORATION has caused this Amendment to be executed in its name by its duly authorized officers, with the corporate seal affixed on the day and year first above written.

FIRST SUNCASTLE CORPORATION

Attest:

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Herbert W. Biggs, President of FIRST SUNCASTLE CORPORATION, and acknowledged before me that he executed the same on behalf of the corporation for the purposed therein expressed. Witness my hand and official seal in the County and State last aforesaid this 11th day of January, 1983

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Mark I. Lurie, Secretary of FIRST SUNCASTLE CORPORATION, and acknowledged before me that he executed the same on behalf of the corporation for the purposed therein expressed. Witness my hand and official seal in the County and State last aforesaid this 11th day of January, 1983.

This instrument prepared by:
Mark I. Lurie, Esq.
1841 North Congress Avenue
West Palm Beach, Florida 33401
(305) 689-2166

JAN 26 10:22

MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO., FL

01151310

RECORDED & VERIFIED
BY D.C.

95 DEC 26 PM 4:14

**SECOND AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR COLONY PARK**

THIS AMENDMENT made and entered into by the Tailwinds Homeowners Association, Inc., a Florida corporation not for profit, on the 3 day of November, 1995, in Martin County, Florida.

W I T N E S S E T H:

WHEREAS, Colony Park is a single family residential subdivision located in Martin County, Florida (hereinafter referred to as "Tailwinds"), as depicted in the plat recorded in Plat Book 8, Page 76, public records of Martin County, Florida; and,

WHEREAS, the Tailwinds Homeowners Association, Inc. (hereinafter referred to as the "Association") is a Florida corporation not for profit whose members are the owners of said lots in Tailwinds; and,

WHEREAS, the Declaration Of Covenants And Restrictions For Colony Park (hereinafter referred to as the "Declaration") was executed by First Sunncastle Corporation and recorded in Official Record Book 527, Page 2660, public records of Martin County, Florida, and encumbers all of the real property described on the aforesaid plat; and,

WHEREAS, the Declaration was amended by First Sunncastle Corporation in that certain Amendment To The Declaration Of Covenants And Restrictions For Colony Park

recorded in Official Record Book 562, Page 303, public records of Martin County, Florida; and,

WHEREAS, Section 2 of Article IX of the Declaration reserved unto the Association the right to amend the Declaration five (5) years after the sale of the first lot in Tailwinds by First Suncastle Corporation, provided that seventy-five percent (75%) of the members of the Association voted to approve such amendment; and,

WHEREAS, the Board of Directors of the Association adopted a resolution proposing to amend the Declaration by consolidating into a single paragraph the existing provisions of the Declaration that require the construction of a residence on a lot either prior to, or simultaneously with, the construction of a hangar thereon; and,

WHEREAS, the Board of Directors of the Association also adopted a resolution proposing to amend the Declaration by consolidating into a single paragraph the existing provisions of the Declaration that forbid the storage, tying down or maintenance of an airplane on a lot without a residence having been constructed thereon; and

WHEREAS, a special meeting of the Association was held on the 11th day of December, 1994, for the purpose of submitting the aforesaid proposed amendments to a vote of the members; and,

WHEREAS, the amendments were approved and accepted by the membership as required by Section 2 of Article IX of the

Declaration; and,

WHEREAS, Section 2 of Article IX of the Declaration requires amendments to be reduced to writing and recorded in the public records of Martin County, Florida.

NOW THEREFORE, the Association, together with the members joining herein, declare the following:

1. The foregoing recitals of fact are true and correct and are incorporated herein by reference.

2. The following is hereby added as Section 1(f) of Article VII of the Declaration:

"(f) No Owner or other party shall construct upon a Lot in Colony Park any storage building, barn, hangar, outbuilding or other structure without the simultaneous construction thereon of a residence designed and intended for use and occupancy by a single family, both of which structures shall first be approved by the Environmental Control Committee of Colony Park as required by Article VI hereof. The provisions of this Section 1(f) shall prevail over and control any term or provision of the Declaration, the Articles of Incorporation or the Bylaws of the Corporation to the contrary."

3. The following is hereby added as Section 1(g) of Article VII of the Declaration:

"(g) No Owner or other party shall maintain, tie-down, hangar, keep or otherwise store on any Lot in Colony Park any aircraft unless a residence designed and intended for use and occupancy by a single family has been fully constructed on said Lot. Construction of the residence shall be deemed to have been completed when the building department of Martin County, Florida has issued a Certificate of Occupancy for the residence. The provisions of this Section 1(g) shall prevail over and control any term or provision of the Declaration, the Articles of Incorporation or the Bylaws of the Corporation to the contrary."

4. Except as modified hereby, all other terms and provision of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed on the 3 day of November, 1995.

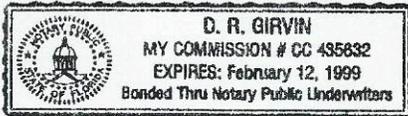
TAILWINDS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit

(Corporate Seal)

By: *John R. Larsen*
John R. Larsen, President

State of Florida:
County of Palm Beach:

3rd The foregoing instrument was acknowledged before me this day of November, 1995, by John R. Larsen, as President of the Tailwinds Homeowners Association, Inc.



D. R. Girvin
D.R. Girvin [NAME]
Notary Public
State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____

ORBKI 154 PGI 856





General

Rules

*These rules supplement portions of the Covenants and Restrictions as indicated by paragraph number.

INSTR # 1541575 OR BK 1606 PG 1909 RECD 12/20/2001 03:08 PM
MARSHA EWING MARTIN COUNTY DEPUTY CLERK N Nochan

GENERAL RULES

Pursuant to Article VII, Section 1, Paragraph (e) of the Declaration of Covenants and Restrictions for Colony Park (Tailwinds), the following general rules are provided. These general rules have been approved by the Environmental Control Committee (ECC) and the Tailwinds Homeowners Association Board of Directors.

These General Rules must be used with Article VI of the Covenants to fully understand Tailwinds building restrictions.

Article VI, General.

Animals: Livestock, horses or other large animals are not allowed.

No vicious or dangerous dogs shall be allowed to be outside a residence without being on a leash or being in a proper enclosure for a dangerous dog as defined by Florida Law. Please note: Control of all dogs should be as covered by Florida Leash Law.

Tailwinds Documents: Owners shall ensure that buyers are provided a copy of covenants, by-laws and general rules prior to closing. The Board of Directors secretary will provide these items if requested in a timely manner.

Article VI, Section 3. Restrictions of the Declaration of Covenants and Restrictions for Colony Park (Tailwinds) is supplemented as follows:

(a). **Plan approval process:** The ECC shall be provided two sets of construction and site plans for review and approval before any work begins. All construction plans involving site work must include a landscape plan. One set of plans will be returned with comments and one set will be kept on file. ECC approval should be secured before submitting plans to Martin County. If Martin County subsequently requires changes to the external placement or appearance, the ECC should be provided with said changes for further review.

(b). **Construction requirements:** All buildings constructed on any lot shall be of a complementary architectural design and of the same external finish and color. All roofs shall be of the same materials and color. No metal buildings shall be permitted. All hangers shall be fully enclosed and include a door. Plane ports may be permitted but may only be used for storage of planes, boats, trailers, RVs and cars.

All construction should be a minimum of 25 feet from the edge of all recorded easements and property lines. A variance to this setback may be given on environmental grounds. Application for such a variance should be provided to the ECC in writing along with an explanation why such variance is required. Martin County approval may also be required.

Guest houses are permitted but may only be constructed along with or after a primary residence is built. Guest houses must also match the primary residence in design, materials and color.

Tennis courts may be permitted. Lighting must be environmentally friendly, hooded, and unobtrusive. A timer is required to ensure that lighting is not left on when not in use. Tennis courts must be fenced with green or black vinyl clad chain link fencing and be hidden at the base by shrubbery and additional landscaping.

Pool: Fences to enclose pools (when not within screened enclosures) are encouraged. These fences should enclose only the pool and surrounding deck area and be of a minimum height necessary to prevent entry. Pool fences must be constructed of a decorative material that is complementary to the house. These fences do not have to be hidden but should include landscaping where possible to break up the appearance.

Front culvert driveway accesses should be minimum 24-inch pipe, mitered at the ends and set in concrete in accordance with Martin County guidelines. Culvert pipes in the rear of the property should be no less than 18 inches in diameter. Larger culvert pipes may be required by Martin County.

Handwritten signatures and initials:
A.R. [unclear]
[unclear]
[unclear]

All swales around a property must be regraded at the end of construction to ensure free water flow. Damage done to any Tailwinds road as a result of construction, must be repaired by the property owner on completion of construction.

(c). **Office and storage trailers** used by contractors are permitted but must be removed immediately upon completion or termination of work.

(d). **Lot use restrictions:** Single-family residence is as defined by Martin County Zoning.

(e). No rental units are allowed. However the entire property may be leased to one single-family residential user.

(f). **Clearing and grading:** No lot shall be denuded of vegetation. As many trees and bushes as possible should be left standing, and clearing should be restricted to only that area necessary for construction. Clearing of non-indigenous plants such as Brazilian Pepper, Australian Pine, and Melaleuca is encouraged without approval of the ECC.

Article VI, 3(g) Wetlands guidance: no additional guidance necessary

Article VI 3(g2). Flight clearway (from 1982 amendment): no additional guidance necessary

Article VI 3(h). Exterior finish: no additional guidance necessary

Article VI 3(i). Height restriction: no additional guidance necessary

(j). **Lot cleanliness and garbage container storage:** All mechanical equipment e.g. A/C units, pool pumps, water treatment systems etc. should be screened from view. Trash containers should not be placed at street side until the night before pick-up and must be removed immediately after trash pick-up. Lids should be secured to prevent animals from opening the containers. In no case should trash containers ever remain at the street more than 24 hours after they are emptied. Containers left more than 24 hours will be considered abandoned and may be removed and discarded at the direction of the Tailwinds BOD. Trash containers must never be stored at the street.

(k). **Fences & Gates:** No fences will be permitted on or near the property lines of any lot except as may be found necessary by the Tailwinds BOARD OF DIRECTORS to stop access from outside the Tailwinds community. Entry gates must be architecturally compatible to the house and approved by the ECC.

Tennis courts must be regulation courts and must be fenced with green or black vinyl clad chain link fencing and be hidden at the base by shrubbery and additional landscaping.

Fences to enclose pools (when not within screen enclosures) are encouraged. These fences should enclose only the pool and surrounding deck area and be of a minimum height necessary to prevent entry. Pool fences must be constructed of a decorative material that is complementary to the house. These fences do not have to be hidden but should include landscaping where possible to break up their appearance.

No large area fences will be permitted (other than tennis courts or pools). Large area shall be defined as greater than 1,000 (one thousand) square feet with no side being longer than 40 feet. Special use fences enclosing 1,000 sq ft or less will be considered on an individual basis. Approval of such special use fences is not guaranteed. In all cases, special use fences must: (1) be hidden by shrubbery along all sides excluding the gate, (2) be confined to the area behind the house, (3) shall have no more than one gate - not over 4 ft wide, and (4) be at least 25 feet from any easement edge or property line. If closer than 100 ft to an adjoining property, adjoining property owners will be consulted and any objections will be strongly considered prior to review by the ECC.

AK- 

(l). **Signs:** Signs used for the purpose of selling property shall be no larger than 12 inches high by 16 inches wide and be no higher off the ground than 30 inches. Tailwinds logo, to include the name "Tailwinds" will be included. A single standardized design for such signs will be approved separately by the ECC. The ECC will also identify a vendor for such signs. Signs may be purchased through the Tailwinds BOD or directly from the vendor. Only one sign on the street side of a property will be allowed. One additional sign may be placed on the taxiway or runway side. Real Estate brokers' signs are only allowed on active listings and must be removed within 24 hours after closing. Contractor signs must not be larger than 18 inches by 24 inches and must be removed when construction is complete or discontinued. Location of contractor signs and real estate signs shall be out of the right-of-way mowing area. Standard security signs are allowed. No other signs, except those that identify the occupants and the house number, are permitted.

(m). **Vehicle storage and vehicle parking:** there should be no vehicle parking in common areas.

Article VI 3(n). Laundry drying restriction: no additional guidance necessary

(o). **Name plates:** each house shall have the street number clearly displayed. Name plates may be attached to homes but may not be larger than 6 inches by 24 inches or 1 square foot and should complement the home.

Article VI 3(p). Antenna height restriction: no additional guidance necessary

Article VI 3(q). Flag poles: no additional guidance necessary

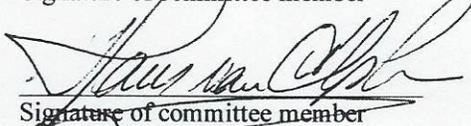
Article VI 3(r). Lot maintenance: no additional guidance necessary

Approved by the Environmental Control Committee:


Signature of committee member

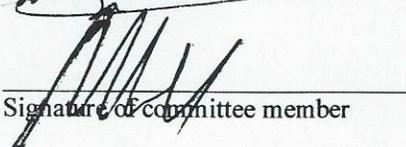
JANETTE DAVIS
Printed Name

Date: 14 Nov 01


Signature of committee member

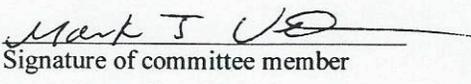
HANS VAN ALPHEN
Printed Name

Date: Nov 15/01


Signature of committee member

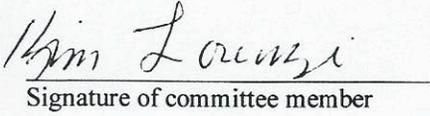
MARC DEMENS
Printed Name

Date: 11-16-01


Signature of committee member

MARK J VITALE
Printed Name

Date: 11-16-01


Signature of committee member

Kim Lorenzi
Printed Name

Date: 11-20-01

*A.K. CK AB
BOD*

On this the 5 day of Dec, 2001 the Tailwind board of directors did approve the "General Rules" as provided by the Environmental Control Committee. These rules are provided for in the Declaration of Covenants and Restrictions for Colony Park (Tailwinds) and shall be used in conjunction with that document.

[Signature]
Albert A. Barnes, president Tailwinds HOA

Witness:

[Signature]
print: Carol A. Brinker

[Signature]
print: PETER S. DAVIS

[Signature]
print: Anthony KLOP

[Signature]
print: G. B. GALYON

STATE OF FLORIDA
COUNTY OF MARTIN

I DO CERTIFY that on this day before me, an officer duly qualified to take acknowledgements and administer oaths, personally appeared ALBERT A. BARNES personally known to me to be the person describe therein or has produced his [Signature] as identification and executed the foregoing instrument and he acknowledged before me that he executed the same and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of December, 2001.

[Signature]
NOTARY PUBLIC
My Commission Expires:



"OFFICIAL SEAL"
L. M. Burrell, Jr.
My Commission Expires 12/13/2003
Commission #CC 869410

By-Laws



BY-LAWS

ARTICLE I. Identity

ARTICLE II. Purposes

ARTICLE III. Directors and Officers

Directors

Officers

Resignation, Vacancy, Removal

Removal

ARTICLE IV. Powers and duties of the Corporation and the exercise thereof

ARTICLE V. Duties of Officers

President

Vice-President

Secretary-Treasurer

ARTICLE VI.

ARTICLE VII. Membership and voting

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BY-LAWS
OF
TAILWINDS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. - IDENTITY

NAME The name of this corporation is TAILWINDS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Corporation" or "Association".

PRINCIPAL OFFICE The principal office of the Corporation shall be located within or without the state of incorporation, as may be determined by the Board of Directors.

REGISTERED OFFICE The registered office of the Corporation in Florida may be changed, from time to time, by the Board of Directors.

FISCAL YEAR The fiscal year of the Corporation shall be the calander year, or such other fiscal year as shall be adopted by the Board of Directors.

CORPORATE SEAL The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:

TERMS As used herein, terms defined in the Declaration of Covenants and Restrictions for Colony Park (the "Declaration") shall mean the same herein.

ARTICLE II. - PURPOSES

This Corporation is organized to serve as the instrumentality of property owners in Colony Park for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of Colony Park for the benefit of all owners therein; of providing and promoting recreational activity

within Colony Park through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, and such other means and methods as it may deem in the best interest of its members, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation and these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in this corporation's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

ARTICLE III - DIRECTORS AND OFFICERS

DIRECTORS

~~The affairs of the Corporation shall be managed by a Board of Directors, consisting of not less than three (3) nor more than fifteen (15) persons, as the Board of Directors may, from time to time, determine by resolution. Until such time as the Declarant transfers and conveys of record all of the Lots subject to the Declaration, including such additional property as may subsequently be subjected to the Declaration, or until a date three years from the conveyance, of record, of the first Lot in Colony Park conveyed by Declarant, whichever is the earlier (the "Succession Date"), Declarant shall have the right to appoint and remove at will all members of the Board of Directors.~~

Changed
Dec 11, 1994
See Atch 1

~~ELECTION At the first annual meeting of members immediately following the Succession Date, and each succeeding annual meeting thereafter, directors shall be elected for terms of one year.~~

Changed
Dec 11, 1994
See Atch 1

Directors shall be elected as follows: Nomination shall be from the floor at the annual meeting, and a vote shall be had by a written ballot (unless dispensed with by unanimous consent). The nominees receiving the highest number of votes shall be declared elected.

There shall be no cumulative voting.

VACANCIES Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, except as otherwise provided herein.

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

COMPENSATION AND REIMBURSEMENT No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

No director need be a member of the Association.

OFFICERS

The executive officers of the Corporation shall be: a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board of Directors may appoint. No officer need be a member of the Association. The officers named in the Articles of Incorporation shall serve until replaced by Declarant or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Declarant retains the right of appointment of the Board of Directors, no officer appointed by the Board shall serve the Corporation until such time as Declarant approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Declarant. Declarant shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Declarant fails to act within such time period, such failure shall be deemed approval by

Declarant.

RESIGNATION, VACANCY, REMOVAL

RESIGNATION Any director or officer of the Corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

VACANCY When a vacancy occurs on the Board of Directors prior to the Succession Date, the vacancy shall be filled by Declarant. Subsequent to the annual meeting of the members following the Succession Date, a vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board of Directors at their next meeting of members.

When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Declarant has or retains the right of appointment of the the Board of Directors, no officer appointed hereunder shall serve the Association until such time as Declarant approves the appointment. Upon the appointment of an officer by the Board of Directors pursuant to this provision, the Board of Directors shall forthwith submit the name of such newly appointed officers, as the case may be, in writing to Declarant. Declarant shall approve or disapprove said officer or officers within twenty (20) days after receipt of his name or names, and in the event Declarant fails to act within such time period, such appointment shall be deemed approved by Declarant.

REMOVAL Any officer may be removed with or without cause:

(a) by a majority vote of the full board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal, or

(b) after the Succession Date, upon a petition in writing by a majority of the members of the Association approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3rds) vote of the membership. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard.

Prior to the Succession Date, any officer or member of the Board of Directors may be removed with or without cause by Declarant at its discretion.

ARTICLE IV - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Corporation shall have all powers granted to it by law, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Corporation shall include by not be limited to the following:

1. All of the powers specifically provided for in the Declaration.
2. The power to levy and collect general assessments, special assessments, and punitive assessments.
3. The power to expend monies collected for the purpose of paying the expenses of the corporation.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Corporation's property.
5. The power to insure and keep insured the buildings and improvements of the Corporation.

6. The power to employ the personnel required for the operation of the Corporation and the Corporation's property.

7. The power to pay utility bills for utilities serving the Corporation's property.

8. The power to contract for the management of the Corporation's property and to delegate to its contractor as manager, all of the powers and duties of the Corporation, except those matters which must be approved by members.

9. The power to make reasonable rules and regulations and to amend them from time to time, and to insure that all members are notified of such changes in the rules and regulations as may be enacted.

10. The power to improve the Corporation's property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the regulations promulgated by the Corporation.

12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from parcel owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations.

13. The power to pay all taxes and assessments which are liens against the Corporation's property.

14. The power to control and regulate the use of the Corporation's property by the members and to promote and assist adequate and proper maintenance of the property.

15. The power to select depositories for the Corporation's funds, and to determine the manner of receiving, depositing and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to acquire real and personal property for the benefit and use of its members and to dispose of the property in accordance with the Declaration and related documents.

17. The power to enter into a contact with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Corporation's property and of any facilities on lease to the Corporation or otherwise provided for the Corporation members' usage.

The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of this Corporation. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

18. The power to establish additional officers of this Corporation and to appoint all officers.

19. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

ARTICLE V - DUTIES OF OFFICERS.

See the
Officers

PRESIDENT

The president shall be the chief executive officer of the Corporation and shall:

1. Act as presiding officer at all meetings of the Corporation and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign with the Secretary/Treasurer, if the Board of Directors so require, all checks, contracts, promissory notes, deeds and other instruments on behalf of the Corporation, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of members.

VICE PRESIDENT

The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President, generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

SECRETARY/TREASURER

The Secretary/Treasurer, as Secretary, shall:

1. Attend all regular and special meetings of the members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
2. Have custody of the Corporate seal and affix the same when necessary or required.

3. Attend to all correspondence on behalf of the Board of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.

4. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

5. Have custody of the minute book of the meeting of the Board of Directors and members, and act as transfer agent to recordable transfers and regulations of the corporate books.

The Secretary/Treasurer, as Treasurer, shall:

1. Attend all meetings of the membership and of the Board of Directors.

2. Receive such monies as shall be paid into his hands for the account of the Corporation and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited.

3. Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Corporation from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and shall make all reports required by law. He shall prepare the annual budget, and present it to the Board for its consideration.

4. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VII - MEMBERSHIP AND VOTING

A. Every person or entity (including the Declarant) shall automatically become a member of the Association upon acquisition of a fee simple title (or in the case of the Declarant upon the recording of the Declaration) to any Lot subject to the Declaration, by the filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Martin County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership (with respect to the Lot conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration, except as otherwise set forth in the Declaration. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a member of the Association.

B. The members of the Association shall be all those owners as defined in Paragraph A of this provision. Each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When more than one (1) person holds such interest in a Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot, and a vote shall not be divided into fractions.

C. If more than one (1) person or a corporation owns a Lot, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If a certificate is not on file, the owner(s) shall not be qualified to vote, and the vote of such owner(s) shall not be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum

requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has not notified the Secretary in writing that there is disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VIII - MEETING; SPECIAL MEETINGS, QUORUMS, PROXIES

MEETING OF MEMBERS

1. Place of Meetings: All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice of thereof.

2. Annual Meetings: Annual members' meetings shall be held upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 15th day of April in each and every calander year subsequent to relinquishment of control of the Association by Declarant. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by members. The order of business shall be as follows:

- a. Calling of the role and certifying of proxies.
- b. Proof of Notice of Meeting or Waiver of Notice.
- c. Reading and disposal of any approved minutes.
- d. Reports of Officers.
- e. Reports of committees.
- f. Election of Inspector of Elections.
- g. Election of Directors.
- h. Unfinished business.

i. New business.

j. Adjournment.

3. Special Meetings: Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by the Secretary upon receipt of a written request from members of the Corporation owning a majority of the Lots subject to the Declaration. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting. A proxy shall be valid and shall entitle the holder thereof to vote such proxy until revoked in writing by the grantor, such revocation to be filed with the Secretary, or until the death or legal incompetence of the grantor.

5. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of members' total votes being present, either in person or by proxy, but the members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

6. Voting Required to Make Decision: When a quorum is present at any meeting, the vote of a majority of the members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles, these By-Laws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, the Articles, these By-Laws or such statute shall control.

Directors' Meetings

1. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

2. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, notice to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

3. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. and the acts of a majority of the directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors, except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

5. Any action required to be taken at a meeting of the Directors may be taken without meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

6. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

7. The order of business at Director's meeting shall be as follows:

- a. Calling of the role.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.

- d. Reports of officer and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New Business.
- h. Adjournment.

ARTICLE IX - NOTICE

A. Annual Meeting: Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (10) days, and no more than sixty (60) days prior to the meeting. Such notice shall be hand delivered or mailed to each member at his address as it appears on the books of the Association. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

B. Special Meeting: Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote, at least five (5) days, and no more than sixty (60) days, prior to such meeting.

C. Waiver: Nothing herein is to be construed to prevent members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X - PROCEDURE

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

ARTICLE XI - ASSESSMENTS AND MANNER OF COLLECTION

General Assessments:

The Board of Directors has the power to and shall from time to time fix and determine the amount necessary to pay the general expenses of the Corporation. General expenses shall include those expenses described in the Declaration of Covenants and Restrictions and any other expenses designated as general expenses by the Board of Directors, under the authority and sanction of the Declaration.

Funds for the payment of general expenses shall be assessed against and shall be a lien against each Lot, subject to the Declaration, at a uniform rate and in accordance with the Declaration. The Board of Directors shall not transfer the power to make the general assessments.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member of a percentage share of any deficits. Notice of all changes in assessments shall be given to all members. When the Board of Directors has determined the amount of any general assessment, the Treasurer shall submit a statement of such assessment to each member. Such notice shall state the date when the assessment is due, after which the assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. General assessments shall be paid by the members in advance on a monthly basis, quarterly basis, semi-annual basis or annual basis, as the Board of Directors may, from time to time, direct. General assessments are payable at the office of the Corporation.

Special Assessments:

The Board of Directors has, in accordance with the Declaration, the power to make special assessments for the purposes and on the bases set forth in the Declaration. Special assessments shall be levied by the Board of Directors in the same manner as general assessments (at a uniform rate for each parcel subject to the Declaration), and shall be due and collectible in such manner as the Board of Directors shall determine.

Special assessments, when authorized or approved, may be made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member of his

proportionate share of deficiency. Notice of all changes in special assessments shall be given to all members. When the Board of Directors has determined the amount of any special assessment, the Treasurer shall transmit a statement of special assessment to each member. Such notice shall state the date upon which the assessment is due, and thereafter the assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. Special assessments are payable at the office of the Corporation.

Punitive Assessments:

The Board of Directors has, in accordance with the Declaration, the power to make punitive assessments for the purposes and on the bases set forth in the Declaration. Punitive assessments shall be due and collectible in such manner as the Board of Directors shall determine. Punitive assessments shall be levied at the discretion of the Board of Directors when a Lot Owner has violated the Declaration or the rules and regulations promulgated thereunder. A violation which results from a continuing condition rather than from an individual act shall be deemed to be a separate violation for each day that the condition exists; provided, however, that no punitive assessments pertaining to a continuing condition shall be made retroactively, and further provided that no more than one violation resulting from a continuing condition shall be assessed until such time as the Lot Owner has received notice that punitive assessments shall be imposed by reason of the continuing violation.

When the Board of Directors has determined to impose a punitive assessment, the Treasurer shall transmit a statement of the punitive assessment to the affected Lot Owner. Such notice shall state the date upon which the assessment is due, and thereafter the assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. Punitive assessments are payable at the office of the Corporation.

Failure to Pay Assessment:

Failure to Pay Assessment:

In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Corporation through its Board of Directors, may proceed to enforce and collect the assessment from the delinquent member in any manner provided for by the Declaration and the By-Laws. Each member shall be individually responsible for the payment of assessments against his Lot and for the payment of reasonable attorney's fees and costs incurred by the Corporation in the collection of sums due, and the enforcement of any lien held by the Corporation.

ARTICLE XII - FISCAL MANAGEMENT

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

DEPOSITORIES

The funds of the Corporation shall be deposited in a bank or banks in Palm Beach or Martin County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Secretary/Treasurer, the President or such other persons as the Board may authorize. The Board may require more than (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

FIDELITY BONDS

Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Corporation.

RECORDS

The Corporation shall maintain accounting records according to good practice which shall be open to inspection by members at reasonable times. Such records shall include record of receipts and expenditure accounts for each member, which shall designate the name and address of the member, the

amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens, and to which lienholders the Corporation will give notice of default if required.

ANNUAL STATEMENT

The Board of Directors shall present annually to the members a full and clear statement of the business and condition of the Corporation.

INSURANCE

The Corporation shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration or to protect the interest of the Corporation.

ACCOUNTING

The receipts and expenditures of the Association may be created and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

BUDGET

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XIII - ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the property, provided that the rules and regulations shall be equally applicable to all members and uniform in the application and effect.

ARTICLE XIV - VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by a Lot Owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation, or the Articles, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to suspend use of the Common Area, the right to assess a punitive assessment, the right to injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Declaration; and in every such proceeding, the Lot Owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessment. Notwithstanding the notice provision contained in this Article XIV, the Board of Directors shall have the right to impose a punitive assessment without notice, and to suspend the right to use the Common Area, where the violation of the Declaration or of the Rules and Regulations promulgated thereunder pertains to the manner in which an aircraft is operated.

ARTICLE XV - AMENDMENT OF BY-LAWS

These By-Laws may be amended, modified or rescinded by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting for the members and approved by a two-thirds (2/3rds) vote of the members' votes present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting. Notice may be waived by any member. Any member of the Corporation may propose

an amendment to the Board, and the Board shall act upon such proposal at its next meeting. Notwithstanding the foregoing, so long as Declarant is the owner of any Lot affected by the Declaration or is entitled to appoint the Board of Directors of the Association, no amendment to the By-Laws will be effective without Declarant's express written joinder and consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed.

ARTICLE XVI - VALIDITY

If any By-Law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII - CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS AND RESTRICTIONS

These By-Laws and the Articles of Incorporation of the Corporation shall be construed, in case of any ambiguity or lack of clarity, consistent with the provisions of the Declaration of Covenants and Restrictions for Colony Park.

The foregoing were adopted as the By-Laws of Tailwinds Homeowners' Association, Inc., a Corporation Not for Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the ____ day of July, 1981.

TAILWINDS HOMEOWNERS'
ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

**TAILWINDS HOMEOWNERS ASSOCIATION, INC.
2400 S.E. DOWNWINDS ROAD
JUPITER, FLORIDA 33478**

**MINUTES FROM THE DECEMBER 1994 SPECIAL MEETING OF THE TAILWINDS
HOMEOWNERS ASSOCIATION, INC.**

Call to Order:

The meeting was called to order by president Phil Knight at 2:00 PM Sunday, December 11, 1994 at the hanger of Mr. Phil Knight, 18901 S.E. Crosswinds Lane, Jupiter, FL 33478 for the purpose of voting on the amendments to the By-Laws of the Association and the Articles of Incorporation of the Association.

Attendance and Certifying of Proxies:

The role was called by John Larsen. There were 21 homeowners present and 24 or 25 (verified by issue) proxies. President Phil Knight declared a quorum.

Proof of Notice of Meeting:

The secretary received an affidavit of Proof of notice of the meeting from Elizabeth Meno. The notice was mailed November 10, 1994.

Business:

Mr. Garvin, attorney for Tailwinds Homeowners Association, explained the procedure for the vote and recording of the amending of the documents. Vote will be by signature and lot number. A majority of 75% is required. An amendment document will be signed by all members accepting the amendment by attaching a separate page for each signature to the document and it will then be recorded with Martin County.

Phil Knight stated the amendments being voted on were proposed by the present board who voted unanimously for them.

Homeowners attending the meeting were permitted to withdraw proxies previously submitted.

✓ **Resolution to amend Article IV of the Articles of Incorporation:** "The affairs of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board") consisting of five (5) persons. The Membership of the Association shall elect the directors as provided in the Bylaws." Mr. Knight read this proposed change and opened the floor to discussion. Mr. Larsen stated this was to make the Articles of Incorporation and the Bylaws consistent. There was no further discussion. Ballots were distributed. The proposal passed with 43 votes.

✓ **Article III of the Bylaws:** "ELECTION Commencing with the election of directors in December, 1994, the term of each director elected shall be for a period of two (2) years; provided however, the terms of the directors shall be staggered in such manner that the terms of two of the directors elected at such meeting shall expire at the annual meeting of members in December, 1995, at which time the two directorships shall be subject to election for a term of two (2) years. Thereafter, the election of directors shall take place as the terms of the staggered directorships expire. At the election in December, 1994, the Board of Directors shall decide among themselves in any manner which they select which two directorships will expire within one year." Mr. Larsen read this proposed change. A short discussion took place. The

difficulty in getting members to serve for only one year was mentioned, as was the problem of removing a board member. The proponents brought up the need for continuity on the board. Ballots were distributed.

Section A(1) of Article III of the Bylaws change was included on the same ballot as above. This proposal was read:

✓ "The affairs of the Corporation shall be managed by a Board of Directors consisting of five (5) members." It was explained that this change was to make the By-Laws match the covenants. The two issues on the ballot were to be marked separately with a yes or no and a signature.

The election measure passed with 40 votes. The 5 member board passed with 43 votes.

Section 1(f) of Article VII of the Declaration of Covenants and Restrictions: " No Owner or other party shall construct upon a Lot in Colony Park nay storage building, barn , hangar, outbuilding or other structure without the simultaneous construction thereon of a residence designed and intended for use and occupancy by a single family, both of which structures shall first be approved by the Environmental Control Committee of Colony Park as required by Article VI hereof. The provisions of this Section 1(f) shall prevail over and control any term or provision of the Declaration, the Articles of Incorporation or the Bylaws of the Corporation to the contrary." This proposed change was read. Mr. Larsen explained that the board's position is that this is only a clarification of present regulations. A concern was raised as to this meaning that the construction must be simultaneously, or could the hanger be built after the house. It was explained that the intent was that the residence be built first or simultaneously with other structures. The ballots were distributed. The measure passed with 40 votes.

Section 1(g) of Article VII of the Declaration of Covenants and Restrictions: "No owner or other party shall maintain, tie-down, hangar, keep or otherwise store on any Lot in Colony Park any aircraft unless a residence designed and intended for use and occupancy by a single family has been fully constructed on said Lot. Construction of the residence shall be deemed to have been completed when the building department of Martin County, Florida has issued a Certificate of Occupancy for the residence. The provision so this Section 1(9) shall prevail over and control any term or provision of the Declaration, the Articles of Incorporation or the Bylaws of the Corporation to the contrary." The proposed change was read. A discussion followed. Mr. Larsen explained the board's feelings that this went hand in hand with the previous proposal and his concerns that owners would just tie down on vacant lots if they couldn't build a hangar alone. Opponents expressed their concerns that owners would not be allowed to tie-down while building or temporarily in the area. The ballots were distributed. The measure passed with 39 votes.

Adjournment:

The Special Meeting was adjourned.

Easement Deeds



EASEMENT DEED

THIS EASEMENT DEED Made the 17th day of September, 1981, by FIRST SUNCASTLE CORPORATION, a Florida corporation, on its own behalf and as attorney for BERNARD GREENMAN under a Power of Attorney recorded in Official Records Book 509 at page 39 of the Public Records of Martin County, Florida, GRANTOR;

TO:

FLORIDA POWER & LIGHT COMPANY, a Florida corporation
and

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Florida corporation,
as Tenants in Common, hereinafter, severally, the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE all the right, title, interest, claim and demand which GRANTOR has in and to the following described parcel of land:

AN EASEMENT for electrical and telephone service over a strip of land 20 feet in width for Utility Purposes, lying within COLONY PARK as recorded in Plat Book 8, Page 76 in 2 sheets, Public Records of Martin County, Florida:

Being the South 20 feet of the North 120 feet of the
above-described Plat;

Being the East 20 feet of the above-described Plat, less
the North 100 feet thereof;

Being the North 20 feet of the South 220 feet of the
above-described Plat;

Being a 20 foot strip adjoining and lying outside of
Southeast Crosswinds Lane Easement of the above-
described Plat;

Being a 20 foot strip adjoining and lying outside of the
Southerly Easement Line of Southeast Chandelle Road
through Lot 32 of the above-described Plat;

Being all of Lots 19 and 20 lying south of the Southerly Easement line of said Southeast Chandelle Road of the above described plat.

Being a 20 foot strip adjoining and lying north of the Northerly Easement line of Southeast Chandelle Road, through Lots 17,18 and 19 of the above named plat:

Being a 20 foot strip adjoining and lying westerly of the West and Southwest Easement line of Southeast Wrights Road in Lot 34 of the above-described Plat;

SUBJECT TO existing Easements, Restrictions and reservations of record, if any.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS THEREOF, the said GRANTOR has signed and sealed these presents the day and year first above written.

EASEMENT DEED

THIS EASEMENT DEED, made this 8th day of January 1986, by JONATHAN'S LANDING, INC., GRANTOR, to TAILWINDS HOMEOWNERS' ASSOCIATION, INC., GRANTEE.

IN CONSIDERATION of the sum of ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to GRANTEE a perpetual, non-exclusive easement for the airspace described below (the "Airspace"), in and above the parcel of land described below (the "Property"). References to the Runway shall mean that runway appearing on the plat of Colony Park, recorded in Plat Book 8, page 76 of the Public Records of Martin County, Florida.

Property

(See exhibit A)

Airspace

The Airspace is that Airspace of airspace over the Property, the boundaries of which are as follows:

The bottom of the Airspace is the extension of a geometric plane, the BASE of which commences at ground level along a line lying perpendicular to and 68.32 feet either side of the centerline of the runway, at the eastern end of said runway, as it exists as of the date of the execution of this instrument, and which extends an unlimited distance from said BASE, easterly, at an incline of one foot for every twenty feet of distance from the BASE.

The height of the Airspace is unlimited.

The southern boundary of the Airspace is a vertical plane, extending an unlimited distance along a line commencing at the south end of the BASE, and continuing in an easterly direction at an angle of 7 degrees south from the runway centerline. The northern boundary of the Airspace is a vertical plane, extending an unlimited distance along a line commencing at the north end of the BASE, and continuing in an easterly direction at an angle of 7 degrees north from the runway centerline. (See Exhibit B)

Grantor warrants that it shall keep the Airspace within the Boundaries of the Property free and clear of any obstruction or intrusion by any object, whether natural or man-made, nor permit the penetration of the said Airspace by any fixed or tethered object. Upon being requested to remove any such obstruction or intrusion of any object with the Airspace, GRANTOR shall forthwith remove the object.

This Easement is given by the GRANTOR to the GRANTEE, to have and to hold, in fee simple, for a period of forty (40) years from the date of execution hereof. Wherever used herein, the terms "GRANTOR" AND "GRANTEE" shall include the parties to this instrument, their heirs, legal representatives, assigns and successors in interest.

Exhibit "A"

The West One-Half (W.1/2) of Section 24, Township 40 South, Range 41 East and a portion of the Northeast One-Quarter (N.E. 1/4) and the Southeast One-Quarter (S.E. 1/4) of Section 23, of said Township 40 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 24; thence South 89 degrees 50 minutes 59 seconds East along the South Line of the West One-Half (W.1/2) of said Section 24, a distance of 2653.07 feet to the Southeast Corner of the West One-Half (W. 1/2) of said Section 24; thence North 00 degrees 42 minutes 04 seconds East along the East Line of the West One-Half (W. 1/2) of said Section 24, a distance of 5282.96 feet to the Northeast Corner of West One-Half (W.1/2) of said Section 24; thence North 89 degrees 19 minutes 17 seconds West along the North Line of the West One-Half (W.1/2), a distance of 2655.75 feet to the Northwest Corner of said Section 24; thence South 89 degrees 56 minutes 25 seconds West along the North Line of the Northeast One-Quarter (N.E. 1/4) of said Section 23, a distance of 1271.88 feet to the Northeast Corner of Ranch Acres as recorded in Plat Book 9, at Page 25 of the Public Records of said Martin County, Florida; thence South 00 degrees 39 minutes 18 seconds West along the East Line of said Ranch Acres, a distance of 2650.00 feet to the Southeast Corner of said Ranch Acres, said Southeast Corner being on the North Line of Colony Park as recorded in Plat Book 8, at Page 76 of the Public Records of said Martin County, Florida; thence South 89 degrees 53 minutes 37 seconds East along the North Line of said Colony Park, a distance of 567.37 feet to the Northeast Corner of said Colony Park; thence South 00 degrees 13 minutes 12 seconds West along the East Line of said Colony Park, a distance of 2651.52 feet to the Southeast Corner of said Colony Park and the South Line of the Southeast One-Quarter (S.E. 1/4) of said Section 23; thence South 89 degrees 47 minutes 00 seconds East along the South Line of the Southeast One-Quarter (S.E. 1/4) of said Section 23, a distance of 682.94 feet to the POINT OF BEGINNING (said point being the Southwest Corner of said Section 24).

Containing 442.28 ± Acres more or less.

SUBJECT to existing Easements, Rights-of-Way, Restrictions and Reservations of record.

New Construction, Renovation, & Landscaping. Requirements and Application Forms



TAILWINDS HOME OWNERS ASSOCIATION
ENVIRONMENTAL CONTROL COMMITTEE (ECC)
GUIDELINES FOR VARIOUS CONSTRUCTION PROJECTS

The E.C.C. Requires 2 complete sets of plans

NEW CONSTRUCTION:

- a. Floor plan with accurate dimensions.
- b. List of exterior materials and colors (with color chip attached).
- c. Front, rear, side elevations indicating finished grade.
- d. Surveyor's topographic site plan (excluding storage buildings or playhouses on blocks or skids, however, they must be shown on a non-topographic survey) including existing structures (marked existing), location of the proposed improvement, setback distance from the closest property lines and easements, well location and any lakes and neighbor's lakes and wells, location of future hangar, trees to be removed.
- e. Site preparation: Stake corners of proposed improvement, enclose with string, band trees to be removed with survey tape.

ADDITIONS/ALTERATIONS:

- a. Floor plan with accurate dimensions.
- b. List of exterior materials and colors which shall match existing structure (roofing, siding, trim, doors, windows, etc.).
- c. Front, rear, side elevations indicating finished grade.
- d. Surveyor's topographic site plan (excluding any alteration that does not require excavation for a permanent foundation, however they must be shown on a non-topographic survey) to include existing structures (marked existing), location of the proposed improvement, distance from the closest property lines and easements, trees to be removed.
- e. Site preparation: Stake corners of proposed improvement, enclose with string, band with survey tape all trees to be removed outside the foundation.

DECK/PATIO:

- a. List of materials and colors.
- b. Height of decking above normal ground level.
- c. Greatest height (measured from ground to deck floor).
- d. Surveyor's site plan including existing structures (marked existing), location of the proposed improvement, setback distance from the closest property lines and every easement, trees to be removed.
- e. Site preparation: Stake corners and enclose with string. Band all trees to be removed with survey tape.

PAVING OF EXISTING DRIVEWAY:

- a. Site plan indicating location of driveway. (ECC will check the culvert pipe proper installation)
- b. Taxi way/runway culvert to be tapered with 18” diameter minimum
- c. Driveway culverts to be tapered and set in concrete with 24” diameter minimum

REMOVAL OF LIVE TREES 4" IN DIAMETER OR MORE – NO CLEAR CUTTING ALLOWED:

- a. Statement of intent indicating number of trees to be removed and reason for the removal.
- b. Site preparation: Band all trees to be removed with survey tape.

ADDITIONAL DRIVEWAY AND/OR PARKING AREA:

- a. Statement of purpose of additional driveway/parking area indicating number of trees to be removed and reason for the removal.
- b. Site preparation: Band all trees to be removed with survey tape.

FENCE/DOG KENNEL:

- a. Type of fence, materials and colors (fence policy available in HOA Covenants and Restrictions and in the General Rules).
- b. Height above ground level. (Measured from ground to highest point of fence.)
- c. Statement of purpose.
- d. Surveyor's site plan indicating location of fence and any trees to be removed.
- e. Site preparation: Stake and string length of fence, band with survey tape all trees to be removed.
- f. Fence must be hidden by a hedge or vegetation.

COLOR CHANGE:

Submit color chips of selected colors. (For exterior only.)

It is the responsibility of the property owner to refer to the HOA Environmental Control Committee Requirements in regard to all of the above items.

TAILWINDS HOMEOWNERS ASSOCIATION
ENVIORNMENTAL CONTROL COMMITTEE
CHANGE REQUEST FORM

Date _____

Name _____ Lot # _____
Address _____

Request for:

New Construction _____
House Painting _____
Landscaping _____
Tree Removal _____
Fencing _____
Pool _____
Driveway or Taxi Way _____

Documents provided:

Arch. Drawings _____
Site Survey _____
Color Samples _____
Landscape Plans _____
Exterior Finish Schedule _____

Construction schedule:

Begin project _____ Finish Project _____

Owner Signature: _____ **Dated:** _____

Your request will be considered by the E.C.C. within 30 days.

Approved _____
Conditionally Approved _____
Disapproved _____
Dated: _____

Disclaimer:

This committee takes no responsibility for your requirements to conform to the Tailwinds Covenants and Restrictions, the local, County, State and Federal laws, regulations, codes, and environmental rules and any other requirements. You must obtain all necessary licenses, permits, and approvals as required by these authorities.