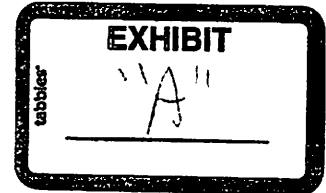


This instrument was prepared by
and to be returned to:
SCOTT D. NEWSOM, ESQ.
Becker & Poliakoff, P.A.
2500 Maitland Center Parkway
Suite 209
Maitland, Florida 32751
(407) 875-0955



Cross-Reference to Year 2005
Amended Declaration of Covenants,
Conditions and Restrictions for
Trader's Cove Homeowners' Association in
Official Records Book 5735, Page 1974,
Public Records of Volusia County, Florida

**CERTIFICATE OF AMENDMENT REFLECTING THE
ADOPTION OF THE YEAR 2012 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRADER'S COVE AND REFLECTING THE ADOPTION OF
THE YEAR 2012 AMENDED AND RESTATED BY-LAWS OF
TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, that certain Year 2005 Amended Declaration of Covenants, Conditions and Restrictions for Trader's Cove Homeowners' Association was recorded December 29, 2005 in Official Records Book 5735, Page 1974, *et seq.*, Public Records of Volusia County, Florida, and was subsequently amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Trader's Cove recorded December 20, 2007 in Official Records Book 6170, Page 2026, *et seq.*, Public Records of Volusia County, Florida and as amended and/or supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, certain real property in Volusia County, Florida more commonly referred to as Trader's Cove (the "Community") is subject to and is bound by the Declaration; and

WHEREAS, Trader's Cove Homeowners' Association, Inc., a Florida not for profit corporation (the "Association") is the entity responsible for the enforcement and operation of the Declaration and for the maintenance, management and operation of the Community; and

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument that has been signed by not less than two-thirds of the Association's voting interests; and

WHEREAS, the Association desires to amend and restate the Declaration; and

WHEREAS, it is the Association's intent that the Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove Homeowners' Association, Inc. (the "New Declaration"), which is attached hereto as Exhibit "A" and is incorporated herein in its entirety by this reference replace and supersede the Declaration in its entirety; and

WHEREAS, the Association has obtained the necessary approvals and signatures of not less than two-thirds (2/3) of the Association's voting interests, and such signatures are attached to this instrument as Exhibit "B" and are incorporated herein in their entirety by this reference; and

WHEREAS, the Association adopted and amended its by-laws in that certain Year 2007 Amended By-Laws of Trader's Cove Homeowners' Association, Inc. dated November 29, 2007, and as amended and/or supplemented thereafter (collectively, the "Bylaws"); and

WHEREAS, Article Thirteen, Section A of the Bylaws provides that the Bylaws may be amended by the affirmative written vote of two-thirds (2/3) of the Association's voting interests; and

WHEREAS, it is the Association's intent that the Year 2012 Amended and Restated By-Laws of Trader's Cove Homeowners' Association, Inc. (the "New Bylaws"), which is attached hereto as Exhibit "C" and is incorporated herein in its entirety by this reference replace and supersede the Bylaws in its entirety; and

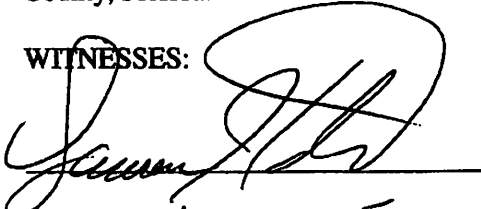
WHEREAS, the Association has obtained the necessary approvals and written vote of not less than two-thirds (2/3) of the Association's voting interests in favor of the New Bylaws.

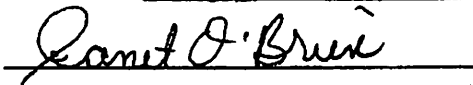
NOW, THEREFORE, the undersigned hereby certify that the New Declaration and the New Bylaws attached hereto are true and correct copies of the New Declaration and the New Bylaws approved and/or adopted by the Association's voting interests in accordance with the terms, conditions and requirements of the Declaration and the Bylaws, respectively, and that the New Declaration and the New Bylaws are intended to and do replace and supersede the Declaration and the Bylaws in their entirety.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

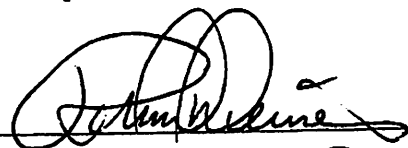
WITNESS my signature hereto this 19th day of February, 2013 at DeBary, Volusia County, Florida.



WITNESSES:

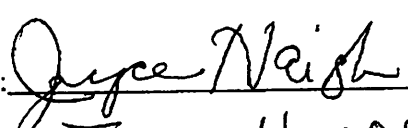

Print Name: LAWRENCE J. GABRIELF


Print Name: Janet O'Brien

TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation

By: 
Print Name: ROBERT D. DEINES
Title: President

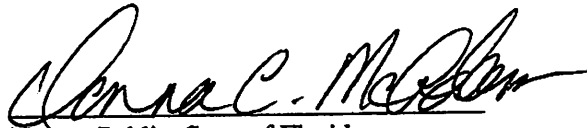

Print Name: JEANNE C.P. SOMMERS

Print Name: KAREN A. SCHNEIDER

Attest: 
Print Name: Joyce Naigh
Title: Secretary

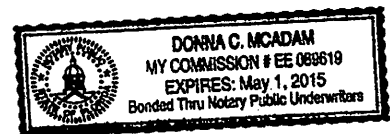
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of February, 2013, by Robert D. Deines (print name) and Joyce Naigh (print name), as the President and the Secretary, respectively of **TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.,** a Florida not for profit corporation, on behalf of the corporation. They are ☒ personally known to me, or ☐ have produced _____ as identification and did take an oath.

NOTARY SEAL:


Notary Public, State of Florida

Print Name: _____
My Commission No.: _____
My Commission Expires: _____



2012 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
TRADER'S COVE

Instrument# 2013-057644 # 4
Book : 6835
Page : 2133

THIS 2012 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRADER'S COVE (this "Declaration") is made this 13th day of December, 2012 by TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for Profit Corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, certain real property in Volusia County, Florida (hereinafter, the "Property") is bound by and subject to that certain Year 2005 Amended Declaration of Covenants, Conditions and Restrictions for Trader's Cove Homeowners' Association recorded in Official Records Book 5735, Page 1975, Public Records of Volusia County, Florida and as it has been amended and/or supplemented from time to time (collectively, the "2005 Declaration"); and

WHEREAS, the Property is more particularly described as:

Trader's Cove Unit One, a subdivision in Volusia County, Florida, according to the plat thereof, recorded in Map Book 32, Page 168, Public Records of Volusia County, Florida; and

WHEREAS, the Association is the entity created and responsible to enforce and carry out certain duties, rights and obligations set forth in the 2005 Declaration; and

WHEREAS, the Association desires to maintain the Property as a residential community with certain restrictions to preserve the value and beauty of the community and:

WHEREAS, Article VII, Section 3 of the 2005 Declaration provides that the 2005 Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the voting interests in the Association; and

WHEREAS, at least two-thirds (2/3) of the voting interests in the Association have signed this Declaration in accordance with Article VII, Section 3 of the 2005 Declaration, the evidence thereof attached to this Declaration and incorporated herein by this reference; and

WHEREAS, this Declaration shall prevail, supersede and/or control over all previous covenants, conditions and/or restrictions with respect to the Property, including without limitation, the 2005 Declaration.

NOW, THEREFORE, the Association hereby declares that all of the Property shall be held, sold, transferred, bought, purchased and/or conveyed subject to the following terms, restrictions, covenants, obligations and conditions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and shall be binding on all parties having any right, title and/or interest in any portion of the Property, and their respective heirs, personal representatives, successors and/or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

"Adult" shall mean any person who has reached the age of eighteen (18) Years or older.

"Articles of Incorporation" shall mean the Articles of Incorporation for Trader's Cove Homeowners' Association, Inc., and as it may be amended and/or supplemented from time to time.

"Assessment" shall mean the maintenance fees authorized under the Declaration and/or the By-Laws, payable to the Association by Homeowners.

"Association Member or Association Members" means any person who, owns a Lot, improved with an approved Home, and who may enjoy the rights and privileges of membership in the Association, pursuant and subject to the provisions contained in the Governing Documents. Membership to the Association shall be appurtenant to and shall pass with the title to every Home.

"Board" shall mean the Association's Board of Directors, as described in Article Five, Section A of the By-Laws.

"By-Laws" shall mean the By-Laws of Trader's Cove Homeowners' Association, Inc., and as it may be amended and/or supplemented from time to time.

"Common Area" shall mean all real property, property improvements and/or personal property owned or leased by the Association for the use and enjoyment of the Association Members. The Association shall own the streets in the subdivision unless transferred to Volusia County and all utilities within the subdivision except those transferred to utility companies or governmental agencies. The real property herein defined as Common Area is described in Article Two of the By-Laws and/or in Map Book 32, Page 168, and Public Records of Volusia County, Florida.

"Community" shall mean the Property, and any addition thereto, that is made subject to this Declaration and brought within the jurisdiction of Association.

"Governing Documents" shall mean the Articles of Incorporation, the By-Laws, this Declaration, and Rules and Regulations of the Association, and as each may be amended and/or supplemented from time to time.

"Guest" shall mean any person invited by a Resident or Nonresident Homeowner to temporarily reside in or visit their Home.

"Home" shall mean a unit consisting of a manufactured or modular house located on and inclusive of one or more Lots.

"Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is improved with a Home.

"Improvements" shall mean any changes, modifications, construction, installation and/or placement on the Lot.

"Lessee" shall mean any person or persons residing in a Homeowner's Home within the Community under a lease agreement approved by the Board.

"Lot" shall mean any platted plot of land appearing on the plat or map of the Property.

"Member in good standing" means any Association Member who is currently in full compliance with all provisions of the Association's Governing Documents.

"Non Resident Homeowner" shall mean and refer to the recorded Homeowner, whether one (1) or more persons or entities, of fee simple title to any Home within the Community, but resides in and claims a residence outside of the Community.

"Resident Homeowner" shall mean and refer to the recorded Homeowner, whether one (1) or more persons or entities, of fee simple title to any Home within the Community, and who resides in and claims the aforementioned Home as their official domicile.

"Resident" shall mean a person that, with permission of the respective Homeowner, legally claims a dwelling in the Community as his or her official domicile and has been approved by the Board to permanently reside in that Home.

"Voting interest" means the voting rights distributed to the Members in good standing of the Association, pursuant to the Governing Documents.

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ARTICLE TWO MEMBERSHIP

SECTION A: MEMBERSHIP RIGHTS:

Membership in this Association shall be appurtenant to ownership of a Lot with an approved dwelling(s) in the Property, as described in Article Two herein. Subject to the provisions in the Governing Documents, all Association Members shall:

- 1) Have access to and use of all lands, structures and facilities within the Common Areas, subject to the terms set forth in this Declaration.
- 2) Have the right to vote in person or by proxy on any and all actions specified in the Governing Documents where a vote of the membership is required.
 - (i) There shall be two (2) votes allocated to each Home within the Community. The intent of this provision to provide each of the two individuals typically listed as the owners of record of a Home with a single vote. However, in those instances where only one individual is Homeowner of record, that individual shall have two (2) votes.
 - (ii) To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy and received by the Board prior to the respective meeting. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time-to-time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy forms expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

ARTICLE THREE ANNUAL ASSESSMENTS

SECTION A: PURPOSE:

Annual assessments shall be charged to all Homeowners for the purpose of protecting, operating and/or maintaining the Association's Common Area and the Association. Annual Assessments shall be paid no more frequently than monthly, as determined by the Board in its sole and absolute discretion, and in amounts not less than one twelfth (1/12) of the total annual Assessment. Monthly payments of Assessments are due and payable no later than the tenth (10th) of each calendar month, and shall become delinquent and subject to interest penalties on the first of the immediately following month. Annual Assessment payments shall be due and

payable on the first (1st) day of the calendar month immediately following the charge for the initial Assessment described in Section E of this Article Three.

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SECTION B: AUTHORITY FOR ANNUAL ASSESSMENTS:

The Board shall fix the annual Assessment as integral function of the next year's budget approval. The Board may fix the annual Assessment up to a maximum of ten percent (10%) increase over the previous year's annual Assessment. A majority of votes cast by eligible Association Members present in person or by proxy shall be required to increase the annual Assessment to an amount greater than ten percent (10%) above the previous year's annual Assessment. Each Homeowner shall be required to commence paying to the Association the annual Assessment in increments of at least one-twelfth of the annual Assessment each month following their payment of the initial Assessment. Unpaid annual Assessments shall become delinquent and subject to interest and/or penalties on the first day of the calendar month immediately following the due and payable date.

SECTION C: SPECIAL ASSESSMENTS:

The Association may require special Assessments in addition to the annual Assessment. Special Assessments shall be on an individual, one time basis to defray the cost of a specific unplanned and unbudgeted expenditure. Implementation of special Assessments shall require a majority of votes cast by eligible Association Members present in person or by proxy at the meeting where the vote for the special Assessment is held. The special Assessment proposal subject to vote shall include payment due dates and penalties for delinquency.

SECTION D: RESERVES:

The Association may create reserves for Major Repair or Replacement of any one or more Common Area assets. The base funding for reserves shall be structured in accordance with Chapter 720 of the Florida Statutes, as it may be amended and/or renumbered from time to time. The Assessments for the funding of reserves shall be considered separate and in addition to annual and special Assessments. Increases or decreases in Assessments for reserves shall only be based on changes in the elements of each reserve account's base funding formula. In addition to reserve base funding formulas, the Association may add revenues from other sources. Payment for the funding of reserves shall be included in each Homeowner's monthly or periodic annual Assessment payment.

SECTION E: INITIAL ASSESSMENT:

All new purchasers of existing Homes and/or Homes placed on Lots within the Property shall pay to the Association initial Assessment of One Thousand Dollars (\$1,000.00). The proceeds from this Assessment shall be allocated to existing reserve funds by the Board as deemed necessary, and deposited accordingly. Payment of the initial Assessment is due to the Association at the time of closing on the existing Home and/or Home placed on a Lot within the Property and/or at the time of the issuance of a Certificate of Occupancy of a new Home.

SECTION F: COLLECTION OF DELINQUENT ASSESSMENTS:

The Association shall employ the following procedure to collect any and all Assessments:

- 1) As a courtesy to Homeowners whose Assessment payment has not been received by the tenth (10th) of the calendar month the Assessment is due, the Treasurer or Board designee, shall contact either in person, by phone or in writing, the delinquent Homeowner and advise the Homeowner of the delinquency if the payment is not received before the first (1st) of the next calendar month. This contact shall be made on or about the fifteenth (15th) of the month the payment is due to the extent reasonably possible.
- 2) On the first (1st) day of the calendar month immediately following when the Assessment was due and payable to the Association, any Homeowners whose account remains in a delinquent status and/or has not been paid in full, shall be sent a statement of their account by the Association showing it in a delinquent status, the amount of Assessments owed, accrued interest charged at the maximum rate permitted under Florida law, and all other Assessments then due and owing to the Association.

- 3) On the first (1st) day of the third month if the Homeowner's account remains in a delinquent status and/or if Assessments (along with accrued interest and/or any collection costs) have not been paid in full, the Association shall send by certified mail, return receipt requested, a letter advising the respective Homeowner of the continued delinquency and that the Homeowner's privileges to use all Common Areas is suspended to the extent permitted by then applicable Florida law. In addition, the letter shall advise that interest continues to accrue on unpaid account balances, and that Board action will commence at its meeting in the month following the date of the letter, if the account has not been brought to current status before that meeting.
- 4) If a Homeowner's account remains delinquent by the fourth (4th) month, the Board shall consider a motion to vote on suspending the respective Homeowner's voting rights in the Association, turn the delinquent account over to the Association's attorney for collection of the delinquent account, which may include filing a lien of record against the Homeowner's Lot or Lots, and any other action deemed advisable by the attorney. The delinquent Homeowner shall be responsible for paying and/or obligated to pay any and all attorneys' fees, costs, expenses and/or costs of collection incurred on that Homeowner's account.

ARTICLE FOUR COMMON AREA USE AND ENJOYMENT:

SECTION A: HOMEOWNER RIGHTS AND RESPONSIBILITIES:

Every Homeowner shall have equal rights to access, use and enjoy all Common Areas within the Community, subject to the Association's authority, through the Board, to make, adopt, amend and modify rules and regulations for the use and access to the Common Areas. The easement rights are subject to the Association's right to temporarily lease and/or rent out certain portion of the Common Areas (such as the clubhouse) for special events or for use by a Homeowner. In addition, each Homeowner may authorize lessees, residents and guests living or visiting in that Homeowner's Home, use of the Common Area, subject to the following provisions:

- 1) The authority of the Association to assess Homeowners annual Assessments and/or special Assessments for the upkeep, maintenance, management, repair, replacement and/or operation of the Common Area.
- 2) The authority of the Association to suspend any Homeowner's voting rights and/or use of Common Area recreational facilities for any period which an monetary obligation against that Homeowner's Home remains unpaid, and/or for a period not to exceed ninety (90) days for any infraction of the Association's Governing Documents.
- 3) The right of the Association to dedicate, convey, sell and/or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association Members. No such dedication, conveyance, sale and/or transfer shall be effective unless an instrument agreeing to such dedication, conveyance, sale and/or transfer has been signed by at least two-thirds (2/3) of the Association Members and recorded in the Public Records of Volusia County, Florida.

SECTION B: COMPLIANCE:

The provisions contained in the Association's Governing Documents shall be binding on all Homeowners, Residents, Lessees, Occupants, Invitees and/or Guests.

- 1) Actions required addressing any infraction and/or violation of any of the Governing Documents shall be directed to the responsible Homeowner, regardless of who commits the infraction and/or violation, and the individual who committed the infraction and/or violation, if not the Homeowner.

ARTICLE FIVE
ARCHITECTURAL CONTROL SECTION

SECTION A: ARCHITECTURAL CONTROL COMMITTEE, AUTHORITY:

The construction, installation and/or placement of all buildings, fence walls, driveways, sidewalks, concrete pads and/or other structures on any portion of the Property shall require the written approval of the Architectural Control Committee prior to commencement of the project. Written approval of the Architectural Control Committee is also required prior to commencement of any exterior addition, modification, construction, installation, repair, replacement and/or alteration that changes the appearance, design and/or footprint of any existing structure within the Community. The Architectural Control Committee shall provide a process for the submission of plans and specifications for their review and ruling. The Architectural Control Committee has the authority to approve plans, conditional upon appropriate local government permits being obtained.

SECTION B: APPROVALS:

The approval or disapproval as required in this Declaration shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after all required plans, specifications and revisions have been submitted, the submission shall automatically be deemed to have been approved. A project and/or any submission that is denied by the Architectural Control Committee may be appealed to the Board. All approved plans and specification for remodeling projects to existing Homes must be completed within a three (3) month period of the Architectural Control Committee's written approval, unless extended by the Architectural Control Committee in writing and in advance of the expiration of the initial three (3) month time period. New Homes must be completed within a six (6) month period of the Architectural Control Committee's initial written approval, unless granted an extension in writing by the Architectural Control Committee.

SECTION C: COMMUNITY THEME AND STANDARDS:

The Architectural Control Committee, with concurrence of the Board, shall establish, maintain and make changes as needed to the required appearance theme and quality of construction standards, consistent throughout the Community. The Architectural Control Committee shall accomplish this through its plans and specifications process.

SECTION D: COMPLIANCE:

Any Homeowner performing unapproved work that falls under the approval authority of the Architectural Control Committee, shall be instructed by the Board to cease further work and either obtain proper written approval and/or disassemble and remove all work completed to that point. Failure to comply with the Board's instructions shall result in disciplinary actions to include, but not be limited to, fines, reporting to local government authority, legal action and/or any and all other remedies available to the Association at law or in equity.

SECTION E: HOME PLACEMENT:

All Lots within the Community are zoned "Residential" and shall only be used for that purpose. Only manufactured homes approved by the Architectural Control Committee and conforming to Volusia County Zoning classification MH-5 or a successor classification may be placed or erected on any Lot. No single-wide homes or trailers shall be permitted. No Home shall be elevated more than three feet (3') from the bottom of the floor joists to the footings or slab. All Homes and placement thereof must comply with all City of Debary, State of Florida and Volusia County zoning ordinances, laws and regulations.

In addition all Homes are required to have the following:

- 1) Screen room or covered patio at least 10' X 12' (the Architectural Control Committee may approve an enclosed Florida Room in lieu of this requirement).
- 2) Utility room at least 8' X 8' attached to the main structure.

3) Carport at least 12' X 24' not to exceed ten feet (10') in height unless approved otherwise by the Architectural Control Committee and attached to the Home.

4) Masonry/stucco type skirting.

5) Concrete or wooden steps to doorways attached to Home.

6) Shingle roofing, or roofing of a higher quality and aesthetic appearance.

7) Homes, carports, garages, screen rooms/Florida rooms must have horizontal siding. All must be attached to, and must blend into existing structure design and be color coordinated.

8) Post lights to be placed in front of the Home in such a manner as to illuminate the house numbers. The post lights shall come on dusk and turn off at dawn each day.

9) Each Home must have a concrete driveway to the paved street and a culvert, if needed to allow proper drainage. All driveways and culverts shall be constructed and/or installed to specifications of the applicable governmental entities. It is the responsibility of the Homeowner to obtain any building or other permit required by the applicable governmental agencies prior to commencing construction on any addition and/or alteration.

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SECTION F: LOCATION AND SET-BACKS:

The maximum set-back requirements for each Home shall be as follows:

1) FRONT SET-BACKS: No Home or its attachments or appurtenances shall be located within twenty feet (20') of the street right-of-way it faces except as provided below. All dwellings must front on a platted street within the subdivision and no dwelling may front on Fort Florida Road.

2) REAL SET-BACKS: No Home or its attachments or appurtenances on Lots 2 through 20, inclusive, of Block 1, shall be located within thirty feet (30') of the present right-of-way of Fort Florida Road. No dwelling or its attachments or appurtenances on any other Lot in the Community shall be located within fifteen feet (15') of the rear lot line.

3) SIDE SET-BACKS: No Home or its attachments or appurtenances on any Lot with a side lot line abutting another Lot shall be located within five feet (5') of the common lot line. No Home or its attachments or appurtenances on any Lot with a side lot line abutting a street shall be located within twenty feet (20') of the street right-of-way.

4) EXCEPTIONS: All Homes shall be placed in the most practical manner considering the shape of the Lot and the location of the neighboring Homes. Any Lot within the Community where a strict application of the above set-back requirements would make the Lot either impossible to build upon or difficult for satisfactory placement of a Home may be reviewed. In those instances, the Architectural Control Committee has authority to approve the most practical location of the Home.

ARTICLE SIX MAINTENANCE OF PROPERTY

SECTION A: MAINTENANCE OF LOT AND HOMES:

City of Debary, County of Volusia and the State of Florida laws, ordinances and regulations establish requirements for maintenance and appearance of Lots, Homes and any other improvements, such as; grooming of lawns and flower beds, trash accumulation, abandoned vehicles, exterior building repair and cleanliness. It is the responsibility of each owner of a Lot and each Homeowner to be aware of, and comply with those requirements at all times. The Association may, but is not obligated to, correct any of these violations and charge the Homeowner for the costs and expenses of any such correction as an Assessment.

Homeowners must comply with the storm water and drainage plan as filed and approved by Volusia County Zoning Board and the St. John's River Water Management District to the extent that storm water runoff flows into the plan's designated drainage ditch located on and between Lots 20 and 21, of Block 6 of the Property.

SECTION B: NOISE AND NUISANCE:

It is the intent of the Association to be a quiet and peaceful community. Loud, abusive and annoying noise that disrupts the Community's peace and quiet is regulated within local government laws and ordinances.

SECTION C: COMMON AREA:

The Association is required to maintain all elements of the Common Area, to at least the same standards as required of Lot owners and Homeowners.

**ARTICLE SEVEN
COVENANTS AND ENFORCEMENT**

SECTION A: PERMENANT OUTSIDE FIXTURES:

It shall be the responsibility of the Association to enforce the restrictions and allowances set forth in this Declaration, including without limitation, those listed below and in the following sections of this Article Seven:

- 1) Drying of laundry is permitted on the dwelling site with only a retractable line or umbrella-type hanger installed at the rear of the dwelling and concealed from street view at all times.
- 2) Placement of any antennas and/or personal satellite dishes shall be subject to Architectural Control Committee requirements and prior written approval.
- 3) Nothing contained in this Declaration shall prevent the Association from erecting and maintaining an antenna on or about the clubhouse.

SECTION B: PARKING:

Vehicles, other than the type specified in Article Seven, Section C of this Declaration, shall be parked off the street in a garage or carport or on a driveway. Parking of more than two (2) vehicles per Lot not used on a regular basis shall require the approval of the Board. Homeowners are responsible for requiring that their guests park in an approved area as designated by the Association. Occupancy and/or living in any motor home, recreational vehicle, automobile, truck and/or sports utility vehicle parked anywhere within the Community is strictly prohibited. No overnight parking of any vehicle in the Association's Common Area, including the clubhouse parking lot, is permitted. Any unauthorized vehicle parked overnight on any portion of the Common Area is subject to police citation and may be towed from the Property at the vehicle owner's expense. The Association shall not be liable and/or responsible in any way for any vehicle that has been towed from the Property.

SECTION C: GOLFCARTS, MOTORCYCLES, MOTORBIKES, MOPEDS, ETC.:

All motorized vehicles shall be operated only and in a manner that does not disturb residents. Golf carts, shall have headlights and tail lights or rear red reflectors, if driven at night. Unlicensed motorized vehicles shall not be driven on the Common Area, by anyone under the age of sixteen (16) years unless accompanied by an adult.

SECTION D: GUESTS:

Homeowners are responsible for informing their guests of the Association's rules and regulations, including the requirements of the Governing Documents. Homeowners may be subject to disciplinary action resulting from misconduct of their guests and may also be held financially responsible for damage caused by their guests' abuse of the Association's Common Areas and/or improvements or facilities located thereon. Guests refusing to comply with any portion of the Governing Documents shall be subject to eviction by a Board Member and/or the respective Committee Chairman from any one or all of the Common Areas, improvements and/or facilities located thereon.

SECTION E: DAMAGE TO UTILITIES:

- 1). Homeowners shall be liable for any expense incurred by the Association as a result of repairs necessitated by that Homeowner's damage to underground utilities.
- 2). The ASSOCIATION is only responsible for sewer laterals from the connection to the main sewer line to the Homeowner's and/or Lot owner's property line.

SECTION F: GARBAGE, TRASH AND UTILITIES:

Garbage and trash must be stored in containers specifically designed for that use and in a reasonably inconspicuous location in conformance with local government codes.

SECTION G: HOUSHOLD PETS:

Only dogs, except those dogs designated as dangerous by animal control agencies, cats, birds and fish are allowed in and/or on any portion of the Community. Homeowners shall be liable for and shall defend, indemnify and hold the Association harmless for any and all personal injury and/or property damage caused by any pet. Homeowners shall, comply with all provisions of any Volusia County, City of Debarry and/or State of Florida ordinances, regulations and laws pertaining to the keeping of pets and animals.

SECTION H: RECREATIONAL AREAS AND LIABILITY OF ASSOCIATION:

The Board shall have the authority to promulgate, adopt, amend and/or rescind rules and regulations for the use of Common Areas, including without limitation, recreational areas and facilities. These rules carry the strength of covenants and shall be enforced in the same manner. All rules pertaining to the Common Areas shall be conspicuously posted in locations designated by the Board.

SECTION I: SOLICITATION:

Soliciting is not allowed in the any portion of the Community without prior written consent of the Board.

SECTION J: SALE OF A HOME:

To ensure compliance with the Housing for Older Persons Act of 1995 and the Governing Documents, all prospective owners and residents shall be required to meet with representatives of the Board of Directors, prior to closing on the Home. In addition, the perspective owners shall sign a statement that they have been provided with, have read, understand and will comply with all provisions of the Association's Governing Documents. The appropriate agency within Volusia County and all area title companies will be notified in writing, to the extent reasonably possible, that the Association requires an executed Affidavit of Acceptance, attached to this Declaration as Exhibit "A" and incorporated herein by this reference, into the Community, as a condition to close on any Home within the Community. At the time any Homeowner enters into a contract to sell their Home and/or Lot, they are required to notify the Secretary of the Board to set an appointment for the perspective buyers to meet with representatives of the Board to request acceptance into the Community.

SECTION K: SIGNS:

No Homeowner shall display, either on the Lot, Home and/or any vehicle of any type, any sign, without the prior written approval of the Board. No sign shall be placed on any portion of the Common Areas without the prior written approval of the Board. The Board shall have the right to remove any unauthorized sign located on Common Areas. The exception to this restriction is standard realtor "For Sale" signs, that are permitted to advertise the sale of a Home or Lot, and political campaign signs displayed during the related campaign period only. No sign shall exceed a size of 2' x 3'.

SECTION L: EASEMENTS:

The Association is hereby granted a permanent, non-exclusive easement over each Lot for access, use, maintenance, repair, replacement and/or installation of any and all utilities and/or the Community's drainage system, and such easements shall be five feet (5') along the side of each Lot and the five feet (5') along the real lot line of each Lot. Within these easements, no structure, planting and/or other material shall be placed and/or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through channels in the easements. The easement area of each Lot and all improvements in and/or on that Lot shall be maintained continuously by the owner of that Lot except for those improvements for which a public authority or utility company is responsible. Further, the Association is hereby granted a permanent, non-exclusive easement over, on, through and/or across each Lot for drainage.

SECTION M: LEASE OF A HOME:

No lease or subletting agreement shall be for neither a term of less than six (6) consecutive months nor more than (1) year without the necessity for renewal of the lease or subletting, and without prior written notice of the renewal provided to the Board. Homeowners are responsible for informing the Lessees of the Governing Documents and for providing the Lessees with a copy of the Governing Documents. Lessees are bound by the Governing Documents in the same fashion as the Homeowner, including without limitation, the requirements to comply with and maintain a fifty-five (55) and older community. Violation of this Section will be a breach of this Declaration which shall subject the Homeowner and/or the Lessee(s) to any all remedies available to the Association at law and/or in equity, and the Association shall be entitled to recover its costs, expenses, attorneys' fees and/or enforcement costs from the applicable Homeowner.

SECTION N: USE OF FACILITIES:

All Homeowners, Residents and Lessees of the Community shall be given priority for the use of all Common Area facilities, and the Association and/or its Recreation or Social Committee Director, shall maintain a schedule for the use of recreational facilities and/or other portions of the Common Areas.

Unless currently under suspension, all Homeowners, residents and lessees shall have access to the Common Areas. Guest access shall be controlled as follows: Homeowners shall be given a "Guest Access I.D. Tag" to be attached to one of their keys that open all Common Area facility locks. These Guest Access I.D. Tags shall list the Trader's Cove address of the Homeowner to whom the respective key was issued. The tagged key shall be issued by Homeowners, residents or lessees to adult guests only, and shall identify them as having authorized unaccompanied access to Common Area facilities. Guests shall expect and be prepared to produce the "Guest Access I.D. Tag" when asked by any Homeowner, resident or lessee to do so. The Board shall have the authority to promulgate, adopt and/or amend rules and regulations for the issuance and use of Guest Access I.D. Tags. The cost of replacing Guest Access I.D. Tags and/or keys shall be at the respective Homeowners' expense.

SECTION O: COMMERCIAL ACTIVITY:

Commercial business within the Community shall be limited to activity that does not disrupt any portion of the Community with excessive noise, offensive or toxic odors, increases the traffic and/or any other annoying activity (which shall be determined in the sole discretion of the Board). Nothing herein shall prevent the selling the occasional product of a hobby or the vegetables from a garden, or conducting a business from a Home, and occasional individual and/or garage sales within the Community.

SECTION P: ENFORCEMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS:

- 1). The Association may suspend, for a reasonable period of time, the rights of a Homeowner and/or a Homeowner's Lessees, Guests, residents, occupants and/or invitees to use Common Areas and/or facilities. A fine may be levied on the basis of each month of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. The fine for the first month with a violation will be \$25.00; the fine for the second month of a continuing violation will be \$50.00; and for each month thereafter will be \$100.00 until the aggregate of \$1,000.00 has been reached for the continuing violation.
- 2). A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If that committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- 3). The requirements of Subsection 2 do not apply to the suspensions and/or fines for the failure to pay any monetary obligations to the Association. In addition, the Association has the authority to issue fines and/or suspensions for failure to pay monetary obligations to the Association that are delinquent in excess of ninety (90) days.

- 4). Suspension of Common Area use rights shall not impair the right of a Lot owner, Homeowner or Lessee to have vehicular and pedestrian ingress to, and egress from, their respective Lot and/or Home, including, but not limited to, the right to park.
- 5). The Association has the right to take any legal action, at law or in equity, against any Lot owner, any Homeowner, any Lessee, any Resident, any Guest, any Occupant, any Visitor and/or any Invitee for any violation of the Governing Documents, or conviction or violation of a County, State or Federal law, rule and/or ordinance involving the Community. However, this shall not impose any requirement and/or obligation on the Association to enforce any governmental law, rule, ordinance and/or requirement and shall not convert the Association into a law enforcement agency and/or entity of any kind. In any such proceeding, the predominantly prevailing party shall be entitled to seek recovery of its attorneys' fees and/or costs from the non-prevailing party.

ARTICLE EIGHT A COMMUNITY FOR PERSONS 55 YEARS OF AGE OR OLDER

Notwithstanding any other provisions of this Declaration, in accordance with the Housing For Older Persons Act of 1995, and comparable legislation by the State of Florida, at least one (1) person fifty-five (55) years of age or older must reside in and be a permanent occupant in each dwelling. In addition no minor child under eighteen (18) years of age, may permanently reside or be domiciled within the Community. Persons under the age of eighteen (18) shall only be allowed to temporarily reside in the Community for a period not to exceed thirty (30) days in any twelve (12) consecutive month period.

It is the intent of this provision that the Community comply with the Housing for Older Persons Act of 1995 as the same may be amended from time to time, and comparable law adopted by the State of Florida. The Act currently requires that at least eighty percent (80%) of the occupied residences shall at all times have at least one occupant fifty-five (55) years of age or older. In order to qualify for legal exemption from discrimination laws, the Board shall establish policies and procedures to ensure that the foregoing required percentages of occupancy by older persons are maintained at all times. To that end, the Board shall reserve the twenty percent (20%) of dwellings in which no occupant is age fifty-five (55) and older, for those persons who become sole owner of a Home through inheritance. In addition, the Board shall conduct a biannual survey of age verification to ensure and preserve the Community's fifty-five (55) and older status.

The Board or its designee shall have the sole and absolute authority to deny the placement and/or occupancy of a dwelling by any person(s) who would thereby create a violation of the afore stated percentages of persons fifty-five (55) and older occupancy. For purposes hereof, permanent occupancy of persons fifty-five (55) years of age or older shall mean a Home may not be absent a resident or Homeowner who is age fifty-five (55) or older for a period of time not more than 30 consecutive days in one year. It is the intention of the Association for the Community to remain a Fifty-Five and Older Community under the Federal Housing for Older Person's Act of 1995 for the period of time that the Community and the Association are in existence. No closing may take place, nor Certificate of Occupancy be issued, until and unless a properly executed Affidavit of Acceptance (See attached Exhibit "A") has been issued by the Board. The Affidavit of Acceptance shall be completed only after the prospective buyer of a Home, either existing or to be initially placed on a Lot, in the Community, has met with the Board or the designated representative thereof, and provided evidence that demonstrates the necessary qualifications will exist to live in a fifty-five and older (55+) community, and that they have received, read, and understand all of the Association's Governing Documents. The Association reserves the right to conduct a background check of prospective Homeowners and Residents, at the expense of the Homeowner and/or Resident, for the purpose of safety of the Community and compliance with all Assessment requirements.

**ARTICLE NINE
GENERAL PROVISIONS**

SECTION A: ENFORCEMENT:

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

SECTION B: SEVERABILITY:

Invalidation of any one (1) 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 C: TERMS AND AMENDMENTS:

This Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded in the Public Records of Volusia County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of the Voting interests of the Association who are present in person or by proxy at a duly noticed meeting of the Association's membership. Any amendment must be recorded in the Volusia County Public Records.

SECTION D: ANNEXATION:

Additional residential property and Common Areas may be annexed to the Property with the written consent of not less than two-thirds (2/3) of the Association's Voting interests.

SECTION E: NOTICE SERVED AT CLUBHOUSE:

The Association does not assume any liability for notices and/or any other service of process delivered or mailed to the Clubhouse on behalf of a Homeowner.

**ARTICLE TEN
DOCK AND BOAT SLIPS**

SECTION A: DOCK AND BOAT SLIP OWNERSHIP, OPERATION AND MAINTENANCE:

- 1). The main dock area and fishing/lounging deck are included in the Common Areas owned and maintained by the Association. However, the thirty-eight (38) slips extending from the main dock are individually and privately owned. The slip owners are required to maintain the fingers extending from the main dock. The Association, through its Board, shall have the authority to establish, adopt and/or amend rules and regulations for control and use of the Dock and Boat Slips area.
- 2). This section of the Declaration is made for the purpose of allowing owners of Lots in Community, to acquire title to individual boat slips presently existing on the St. Johns River lying westerly of Lots 18 through 21, inclusive, of the Property.
- 3). All references herein to "boat slip" shall also refer to an individually owned slip purchased and titled in accordance with current county laws and codes. The boat slips shall be numbered from 1 through 38, consecutively, and the legal description to be included in any conveyance shall be substantially in the following form:

Boat Slip Number _____ of 38 situations on the Eastern edge of the St. John's River and lying westerly of Lots 18 through 21 in Trader's Cove Unit One, a subdivision in Volusia County, Florida, according to the plat thereof recorded in Map Book 32, Page 168, Public Records of Volusia County, Florida.

4). Boat slips can only be sold to, and owned by a Homeowner, who must be a member in good standing of the Association. Notwithstanding anything to the contrary in this Declaration, no Homeowner can own more than two (2) boat slips at any given time. It is the responsibility of each slip owner to ensure that they are properly insured. Each slip owner hereby knowingly and voluntarily agrees to indemnify, defend and hold harmless the Association, its officers, directors, members, shareholders, attorneys, insurers and/or agents for any claim, action, cause of action, injury, damage, property damage and/or liability of any kind related to, associated with, arising from and/or resulting from the boat slip, boat, vessel, boat dock and/or boat slip structure.

5). All purchasers of boat slips acknowledge that the boat dock and boat slip structure is built over the bed of the St. John's River and the State of Florida claims title to such bed.

TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for Profit Corporation

WITNESSES:

By: _____

PRESIDENT: _____

Print Name: ROBERT D. DEINES

SECRETARY: _____

Print Name: Joyce Haigh

**YEAR 2012 AMENDED AND RESTATED BY-LAWS
OF TRADER'S COVE HOMEOWNERS'
ASSOCIATION, INC.**

ARTICLE ONE

ORGANIZATION

- A. These are the By-Laws of TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit (hereinafter, the "Association"), organized and existing under the applicable provisions of the Florida Statutes for the purpose of administering, managing, operating and/or maintaining the Community, the Property and the Common Areas in accordance with that certain 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove (hereinafter, the "Declaration") recorded or to be recorded in the Public Records of Volusia County, Florida.
- B. The Association shall have a seal which shall be in the form approved by the Board of Directors of the Association.
- C. The Association may at its pleasure by a vote of the membership change its name.
- D. These Year 2012 Amended and Restated By-Laws of the Association shall prevail over any prior by-laws of the Association and any amendments and/or supplements thereto, whether such by-laws are recorded or unrecorded.

**ARTICLE TWO
PURPOSE**

The following are the purposes for which the Association has been organized:

- A. To exercise the rights provided in Chapter 617 and/or Chapter 720, *Florida Statutes*, each as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or officers.
- B. To administer, enforce and carry out the terms, conditions, provisions, restrictions, covenants, duties, responsibilities and/or obligations of the Declaration or any similar document, submitting property (whether real or personal) to the jurisdiction of and/or assigning responsibilities, duties and/or rights to the Association.
- C. Homeowners of one or more Lots improved with a Home in the Property shall be bound by the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration, and such additional rules and regulations as may be properly promulgated pursuant thereto.
- D. The Association is the representative of the Association Members in all matters relating to the above-mentioned chapters, covenants, conditions and restrictions.

E. The Association shall have all of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as expressly set forth in the Articles, these By-Laws or the Declaration.

F. The Association shall have the power to own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and/or personal property.

G. The Association shall have the power to make, adopt, establish, amend and/or enforce rules and regulations regarding the use, appearance and/or condition of any portion of the Community, including without limitation, Common Areas, Lots, Homes, Association Members, structures, improvements of any kind, landscaping and/or maintenance.

H. The Association shall have the power to enter into, make, establish, amend and/or enforce rules, regulations, these By-Laws, covenants, conditions, restrictions, easements and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized and/or permitted by the Declaration and/or Florida law, including without limitation, fines, and suspensions of use rights, suspension of voting rights, actions for damages, equitable actions, injunctive relief, administrative actions, self-help, and actions at law and/or any combination of those. The predominantly prevailing party in any action at law, action for damages, equitable action, and action for injunctive relief and/or administrative action shall be entitled to recover all of its attorneys' fees, paralegal fees, costs, expenses, appellate attorneys' fees and appellate costs from the non-prevailing party.

I. The Association shall have the power to borrow and to hold funds, purchase insurance, establish reserve funds and/or accounts, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes and/or government charges, incident to the purposes and powers of the Association.

J. The Association shall have the power to adopt, change, repeal and/or amend these By-Laws and to adopt, change, repeal and/or amend By-Laws that would be effective only in an emergency.

ARTICLE THREE DEFINITIONS

Unless otherwise specifically provided in these By-Laws, all capitalized terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration, as it may be amended and/or supplemented from time to time.

ARTICLE FOUR
MEMBERSHIP

SECTION A. MEMBERSHIP RIGHTS. Membership in this Association shall be appurtenant to ownership of a Lot(s) with an approved dwelling(s) in the Property. Subject to the provisions in the Governing Documents, all Association Members shall:

1) have access to and use of all lands, structures and facilities within the Common Area.

2). have the right to vote in person or by proxy on any and all actions specified in the Governing Documents where a vote of the membership is required.

(i) There shall be two (2) votes allocated to each dwelling within the Community. The intent of this provision to provide each of the two individuals typically listed as the Homeowners of record of a dwelling, a single vote. However, in those instances where only one individual is Homeowner of record, that individual shall have two (2) votes. No cumulative voting shall be permitted.

(ii) To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy and received by the Board prior to the respective meeting. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time-to-time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxyholder may appoint, in writing, a substitute to act in his or her place.

ARTICLE FIVE
BOARD OF DIRECTORS: COMPOSITION & TERM OF OFFICE

SECTION A. COMPOSITION OF THE BOARD. The affairs of this Association shall be managed by a Board of Directors consisting of a minimum of three (3) and no more than seven (7) Directors, determined by the number of nominees submitted. At a minimum, the Board shall have the following officers: President, Secretary, and Treasurer. Additional officer positions may include: Vice President, Director of Finance and/or Directors at Large.

SECTION B. NOMINATIONS FOR BOARD DIRECTORS. The ballot for election to the next year's Board of Directors shall be made by the presiding Board of Directors. The ballot of nominees for Director positions shall be presented to the Association Members of the Association no more than fourteen (14) days in advance of the annual meeting held in December. Each nominee must be a Member in good standing of the Association and not have been convicted of a felony in order to be eligible to be a candidate for any Director position. Nominations may also be made from the floor at the annual meeting of the Association held in December.

SECTION C. ELECTION OF BOARD DIRECTORS. Election to the Board of Directors shall be by secret written ballot at the December annual meeting. When there are more than seven (7) Director Nominees, a vote is required. The seven nominees receiving the most votes, shall be elected to the Board of Directors. Should a tie occur, a run off vote shall be held for tied positions with the person receiving the most votes winning the Director position. Prior to the commencement of their term of office, the newly elected Directors shall select among themselves, who shall fill each officer position.

SECTION D. TERM OF OFFICE: All members of the Board of Directors shall serve for a term of one (1) year commencing January 1st. Any Director may be re-elected.

1). **REMOVAL:** Any member of the Board of Directors may be removed from office, with or without cause, by a majority of the Association's total voting interests. Directors may be

recalled or removed as set forth under Section 720.303(10), *Florida Statutes*, as it may be amended and/or renumbered from time to time. In the event of death or resignation of a Director, his or her successor shall be elected by a majority of those Members in good standing present in person or by proxy at a special meeting of the Association called for that purpose.

SECTION E. COMPENSATION: No Director shall receive compensation for any service rendered to the Association in the performance of duties as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

SECTION F. FIDUCIARY RELATIONSHIP: All Directors shall have a fiduciary relationship with the Association Members who are served by the Association.

ARTICLE SIX **MEETINGS**

SECTION A. ANNUAL MEETINGS: There shall be two annual meetings of the Association. One shall be conducted in the month of April, and one in December. The Board shall set the time, date and location of each meeting at least 30 days in advance of each of these meetings. The Secretary shall cause to be delivered to every Member in good standing at the Association Member's address as it appears in the membership roll book of the Association, a notice containing the time, date and location and place of an annual meeting, at least thirty (30) days in advance of the date of that annual meeting. The Secretary shall also post the notice in a conspicuous place upon the Property at least thirty (30) days in advance of the date of the annual meeting.

SECTION B. DECEMBER ANNUAL MEETING: The business conducted at the December annual membership meeting of the Association shall be the election of the Board of Directors and any other business the presiding Board places on the agenda. The Secretary shall provide an affidavit of mailing and posting each notice which shall be filed among the official records of the Association.

SECTION C. APRIL MEMBERSHIP MEETING: At the April annual membership meeting, the Board of Directors shall present a "State Of The Community" report on the Community's business affairs. In addition, time shall be provided at this meeting to address various concerns of the Association Members.

SECTION D. SPECIAL MEETINGS: Special meetings of the Association shall be held upon determination by the Board of Directors that one or more items cannot wait until the next regularly scheduled Board meeting to be addressed. Either the Board President or any other two officers may call a Special Meeting. Notices of such meetings shall be delivered to all Association Members at their addresses as they appear in the membership roll book at least two (2) but not more than five (5) days before the scheduled date set for such special meetings. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

Special meetings of the Association shall also be held by written petition of at least ten percent (10%) of Association Members in good standing. Upon receipt of the petition, the President shall cause a special meeting to be scheduled and posted at least fourteen (14) days before the scheduled meeting date.

No business other than that specified in the posted and distributed notices may be transacted at each special meeting.

SECTION E. QUORUM FOR MEMBERSHIP VOTING: A quorum for any meeting in which a membership vote is required, shall consist of not less than twenty percent (20%) of the Voting interests of the Association either present at the respective meeting or represented by valid proxies.

SECTION F. BOARD OF DIRECTORS MEETINGS: Regular meetings of the Board of Directors shall be held in January, February, March, April, May, September, October, November and December of each calendar year. The December Board meeting shall be held at least four (4) days prior to the Association's annual meeting. The meetings shall be held at a time, date and place

established by the Board.

1) **QUORUM for Board Meetings:** A majority of the number of Directors shall constitute a quorum either in person or by electronic media for the transaction of business. Any electronic media used for attendance at a Board meeting by a Director shall allow for that Director to hear what is taking place and to be heard.

2) **NOTICE:** Notice of Board meetings shall be posted in a conspicuous place upon the Property at least forty-eight (48) hours in advance of a Board meeting, except in an emergency, i.e. catastrophic event such as, but not limited to, tornado, hurricane, and Community destruction. Notice of any Board meeting in which Assessments against Association Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of such Assessments and shall otherwise comply with Chapter 720, *Florida Statutes*, as it may be amended and/or renumbered from time to time.

SECTION G. REQUIRED INTERVIEW WITH PROSPECTIVE HOMEOWNERS AND RESIDENTS: No closing may take place, nor any Certificate of Occupancy be issued, until and unless a completed and approved Affidavit of Acceptance has been issued by the Board. The Affidavit of Acceptance shall be completed only after the prospective buyer of a Home, either existing or to be initially placed on a Lot, in the Community, has met with the Board or the Board's designated representative, and demonstrated the necessary qualifications will exist to live in a fifty-five and older (55+) community, and that they have received, read, and understand all of the Association's Governing Documents. The Association reserves the right to conduct a background check of prospective Homeowners and Residents, at the expense of the Homeowners and/or Residents, as applicable, for the purpose of safety of the Community and compliance with all Assessment requirements.

ARTICLE SEVEN **POWERS AND DUTIES OF THE BOARD OF** **DIRECTORS**

SECTION A: POWERS All of the duties, powers and authority of the Association existing under Florida law, the Declaration, the Articles and/or these By-Laws shall be exercised exclusively by the Board, subject to approval by the Association Members only when specifically required. The Board shall have all powers and duties necessary for the administration of the affairs of the Association. Such powers and duties of the Board shall include, without limitation, the following:

1) Publish, adopt, amend and enforce rules and regulations governing the operation and use of the Common Area and facilities, and personal conduct of the Association Members and their guests thereon, and establish penalties for the infraction thereof.

2) Suspend the voting rights and/or right to use the Common Area and/or recreational facilities of Association Members and/or their family members, lessees, tenants, residents and/or guests during any period in which such Association Member shall be in default in excess of ninety (90) days, in the payment of any assessment levied by the Association, and/or infraction of any one or more provisions of the Association's governing documents.

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

4) Declare the position of a Director to be vacant in the event such Director shall be absent from two (2) consecutive regular meetings of the Board of Directors.

5) Employing personnel and/or professional services necessary or desirable for the operation, management and/or maintenance of the Association, the Community and/or the

Common Area, including legal, accounting, landscaping and/or property management services.

SECTION B. DUTIES: It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all the Association's acts and corporate affairs and to present a statement thereof to the Association at the regular meeting of the Association, or at any special meeting.
2. Fix the amount of the initial Assessment payable to the Association when a dwelling is initially placed on a Lot or when a new Homeowner purchases an existing Home.
3. Fix the amount of annual Assessment against each dwelling at least thirty (30) days in advance of each annual Assessment, and to assess a late charge for delinquent members when not paid within thirty (30) days of the original due date.
4. File a lien against any property (Home and/or Lot) for which Assessments (and accrued interest and/or costs of collection) are not paid in full within ninety (90) days after the original due date, foreclose that lien and/or to bring an action at law against the Homeowner personally obligated to pay the same.
5. Issue, or to cause an appropriate officer of the Association (or the designated agent of the Association) to issue upon request by any Homeowner, a statement setting forth whether or not any Assessment has been paid. Such statement shall be an official record of the status of that account.
6. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
7. Cause all officers, directors, employees and/or contractors having major responsibilities to be bonded, as the Board of Directors may deem appropriate.
8. Cause the Common Area to be maintained, repaired and/or operated in accordance with the Governing Documents.
9. Cause an annual budget to be prepared by the Director of Finance and to present the budget for the next fiscal year to the Board of Directors for adoption at the annual meeting in December.
10. Within ninety (90) days after the close of the fiscal year, make available to each Association Member, a copy of the current year operating budget, the prior year's financial statement and any audit or review disclosure statement required by Chapter 720 of the Florida Statutes, as it may be amended and/or renumbered from time to time.
11. Conduct bi-annual surveys of residents' age statistics to ensure compliance with all HUD requirements for the Housing for Older Person's Act (55 and Older).
12. All prospective Homeowners shall be required to meet with a representative of the Board of Directors to ensure that the Homeowners qualify to become a Homeowner in the Community. Upon acceptance by the Board, a Certificate of Acceptance shall be prepared and signed by the prospective Homeowners and the Board President and Secretary.

ARTICLE EIGHT
OFFICERS

SECTION A: GENERALLY. Officers must be Directors, and each officer shall hold his or her office at the pleasure of the Board, until he or she has resigned, is removed, is recalled or is otherwise disqualified to serve. Upon an affirmative vote of a majority of the entire Board, any officer may be removed, with or without cause, and his or her successor elected at any duly noticed meeting of the Board.

SECTION B: DUTIES. The duties of the Association's Officers are as follows:

A. PRESIDENT: The President shall preside at all meetings of the Board Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall be a co-signer on Association disbursements;

The President shall nominate for Board approval, chairpersons for committees. The President shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

B. VICE PRESIDENT: The Vice President shall act in the place and stead of the President in his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

C. SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, which shall be retained for seven (7) years and shall be available for inspection by members at reasonable times and places, as requested by Chapter 720 *Florida Statutes*, and as it may be amended and/or renumbered from time to time. The Secretary shall keep the corporate seal of the association and affix it on all papers requiring said seal; post and serve notice of meetings of the Board of Directors and of the Association's meetings; keep appropriate records as required by applicable law. The Secretary shall also be responsible for preparing written correspondence as the Board requires. The Secretary shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

D. TREASURER: The Treasurer shall record and deposit in appropriate bank accounts all monies of the Association. The Treasurer shall give a Report of cash and bank balances at all scheduled Board and general meetings of the Association. The Treasurer shall co-sign all disbursements. The Treasurer shall work very closely with the Director of Finance to ensure that all assessments are being paid on a timely basis. If there is a delinquent assessment, the Treasurer shall cause a statement to be sent along with a late fee or interest charge notice to the member. The Treasurer shall provide the Board with continuing status reports of all delinquent accounts. The Treasurer shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

E. DIRECTOR OF FINANCE: The Director of Finance shall ensure that an adequate financial system is in place that accurately accounts for and reports on a monthly basis, all revenue and expenditure activity of the Association. In addition, the Director of Finance shall ensure that adequate internal controls are employed to minimize the risk of financial fraud and abuse of Association funds. The Director of Finance shall present the financial reports to the Board at all Board and Annual meetings. The Director of Finance shall ensure that a budget for the next year is prepared and presented to the Board of Directors for approval prior to the presentation at the annual membership meeting. The Finance Director will also be responsible for determining the need for adjustments to Reserve Accounts to ensure adequacy of their funding. The Director of Finance shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

ARTICLE NINE
COMMITTEES

Association committees may be created and/or terminated as deemed necessary by the Board of Directors. The President of the Board shall nominate committee chairpersons. By majority vote, the Board of Directors shall appoint or reject the President's nominations for committee chairpersons. Chairpersons of all committees shall report directly to the Board of Directors.

The authority and responsibilities of Association Committees and respective chairpersons shall be determined by the Board of Directors.

ARTICLE TEN
ADMINISTRATIVE RECORDS AND FINANCIAL ACTIVITY

SECTION A. MAINTENANCE OF RECORDS: The Association shall maintain a complete record of all its acts and corporate affairs, including insurance policies, and any contracts that the Association may have entered into, for a period of at least seven (7) years or as otherwise required by law.

SECTION B. INSPECTION AND COPYING OF RECORDS: The official records of the Association shall be open to inspection and available for photocopying by the Association Members or their authorized agent at reasonable times and places within ten (10) business days after the Association's receipt of a written request for access to those records. The Board of Directors may establish written rules governing the frequency, time, location, notice, records to be inspected and manner of inspection.

Copies of Association records of up to twenty-five (25) pages, will be provided to Association Members within ten (10) business days of a written request to the Board at a cost of fifty cents (\$0.50) per page or the maximum amount allowed by applicable law, whichever is greater. Requests for copies that exceed twenty-five (25) pages, may be provided by an outside vendor at the discretion of the Board Secretary. The Association will charge the requestor the actual costs charged by the outside vendor.

The following records shall not be accessible to Association Members:

- a. Any record protected by Attorney-Client privilege.
- b. Any information obtained in connection with the approval of a lease, sale or other transfer of a Home.
- c. Disciplinary, health, insurance and personnel records of the Association employees.
- d. Medical records of anyone residing within the Community.

SECTION C. FINANCIAL ACCOUNTING: The Association shall use the accrual or modified accrual basis for its accounting, and shall produce financial statements in accordance with generally accepted accounting principles.

SECTION D. BUSINESS AND ACCOUNTING YEAR: All of the Association's business, accounting and reporting shall be based on the calendar year beginning January 1 through December 31 of each year.

ARTICLE ELEVEN
AMENDMENTS

SECTION A. AUTHORITY TO AMEND: These By-Laws may be amended by the affirmative vote of not less than two thirds (2/3) of the voting interest of the Association who are present, in person, or by proxy, at a duly noticed meeting of the Association's membership. Any amendment must be recorded in the Volusia County Public Records.

SECTION B. CONFLICTS IN GOVERNING DOCUMENTS: In the event of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall prevail. In the event of any conflict between the Declaration and By-Laws, the Declaration shall prevail.

DULY EXECUTED in DeBary, Volusia County, Florida on this
17th day of February, 2013

(Corporate Seal)

TRADER'S COVE HOMEOWNERS'
ASSOCIATION, INC.
a Florida not-for-profit corporation

By: 

Title: President


Witness


Witness

Attest: 

Secretary

This instrument prepared by and should)
be returned to:)

)
Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF FIRST AMENDMENT
TO THE YEAR 2012 AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRADER'S COVE**

THIS IS TO CERTIFY that the following language amending Article Ten, Section A(4) constitutes the First Amendment to the Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove (the "First Amendment"). The Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove is recorded at Official Records Book 6835, Page 2130 of the Public Records of Volusia County, Florida (the "2012 Declaration"). The First Amendment was duly and properly adopted by the Members at the Annual Members' Meeting held on December 16, 2014, pursuant to Article Nine, Section C of the 2012 Declaration.

Article Ten, Section A(4) is hereby amended as follows:

**ARTICLE TEN
DOCK AND BOAT SLIPS
SECTION A: DOCK AND BOAT SLIP OWNERSHIP, OPERATION AND
MAINTENANCE:**

4). Boat slips can only be sold to, and owned, rented or leased by a Homeowner, who must be a member in good standing of the Association. Notwithstanding anything to the contrary in this Declaration, no Homeowner can own more than two (2) boat slips at any given time. Boat slip owners, renters, or lessees may allow a guest to moor a boat or vessel in their slip for a period not to exceed seventy-two (72) hours in a consecutive ninety (90) day period without written approval of the Board of Directors. In addition, upon initial mooring of a boat or vessel in any Association or Homeowner owned slip, the boat or vessel owner shall provide proof of boat or vessel ownership to the Board of Directors or their authorized representative. It is the responsibility of each slip owner to ensure that they are properly insured. Each slip owner hereby knowingly and voluntarily agrees to indemnify, defend and hold harmless the Association, its officers, directors, members, shareholders, attorneys, insurers, and/or agents for any claim, action, cause of action, injury, damage, property damage and/or liability of

any kind related to, associated with, arising from and/or resulting from the boat slip, boat, vessel, boat dock and/or boat slip structure, or use, rental, or lease thereof.

Executed at DeBary (city), Volusia County, Florida, on this the 20th day of December, 2014.

Signed, sealed and delivered in the presence of:

[Signature]
Printed Name: Lawrence Gabriele
[Signature]
Printed Name: Karen Schneider

TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.

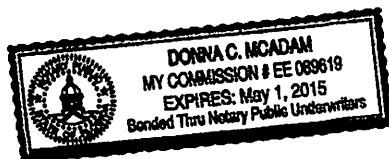
By: [Signature]
Printed Name: Robert Deines
Title: President
Address: 132 Sher Ln, DeBary, FL 32713

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20th day of December, 2014, by Robert Deines as President of **TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/~~she~~ ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: _____
Commission No.: _____
Commission Expires: _____

This instrument prepared by:
Trader's Cove HOA
132 Sher Lane
DeBary, FL 32713

Space above for recording data

**CERTIFICATE OF SECOND AMENDMENT
TO THE YEAR 2012 AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRADER'S COVE**

THIS IS TO CERTIFY that the following language amending- Articles Three, section E and Article Five, Section E constitutes the Second Amendment to the Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove (The 'Second Amendment'). The Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove is recorded in Official Records Book 6835, Page 2130 of the Public Records of Volusia County, Florida (the "2012 Declaration") and was previously amended by the Certificate of First Amendment to the Year 2012 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trader's Cove is recorded in Official Records Book 7069, Page 3743 of the Public Records of Volusia County, Florida. The Second Amendment was duly and properly adopted by the Members at a Special Membership Meeting held on May 13, 2019, pursuant to Article Nine, Section C of the 2012 Declaration.

**ARTICLE THREE, ANNUAL ASSESSMENTS, SECTION E:
INITIAL ASSESSMENT is hereby amended as follows:**

All new purchasers of existing Homes and/or Homes placed on Lots within the Property shall pay to the Association initial Assessment of ~~One Thousand Dollars (\$1,000.00)~~ **Fifteen Hundred Dollars (\$1,500.00)**. The proceeds from this Assessment shall be allocated to existing reserve funds by the Board as deemed necessary and deposited accordingly. Payment of the initial assessment is due to

the Association at the time of closing on the existing Home and/or Home placed on a Lot within the Property and/or at the time of the issuance of a Certificate of Occupancy of a new Home.

And

**ARTICLE FIVE, ARCHITECTURAL CONTROL SECTION, SECTION E:
HOME PLACEMENT is hereby amended as follows:**

All Lots within the Community are zoned "Residential" and shall only be used for that purpose. Only manufactured homes approved by the Architectural Control Committee and conforming to Volusia County Zoning Classification MH-5 or a successor classification may be placed or erected on any Lot. **Only homes not previously titled are allowed.** No single-wide homes or trailers shall be permitted. **No manufactured home older than four (4) years old shall be permitted.** No Home shall be elevated more than three feet (3') from the bottom of the floor joists to the footings or slab. All Homes and placement thereof must comply with all City of DeBary, State of Florida and Volusia County zoning ordinances, laws and regulations.

The remainder of this Article Five, Section E, shall remain as stated in the current Covenants.

Executed at DeBary, Volusia County, Florida, on this the 14 day of May, 2019.

Signed, sealed and delivered
in the presence of:

Nancy E. Kyle
Nancy E. Kyle
Witness

Donna C. McAdam
Donna C. McAdam
Witness

**TRADER'S COVE HOMEOWNERS'
ASSOCIATION, INC.**

By Douglas E. Austin
DOUGLAS E. AUSTIN

Title: President

Address: 132 Sher Lane, DeBary, FL 32713



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of
May, 2019, by **DOUGLAS E. AUSTIN**, as President of **TRADER'S COVE
HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on
behalf of the corporation.

Barbara Ann Gendron

Notary Public, State of Florida

BARBARA ANN GENDRON

Printed Name of Notary

Commission No. _____

Commission Expires: _____

Personally known to me ✓ or

ID shown _____ Type of ID shown _____



BARBARA ANN GENDRON
Commission # GG 287002
Expires February 8, 2023
Bonded Thru Budget Notary Services

State of Florida

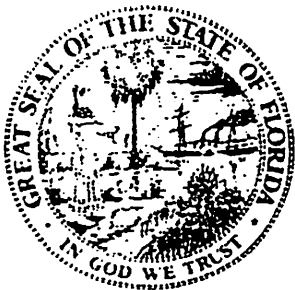


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 5, 1990, as shown by the records of this office.

The document number of this corporation is N36031.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of January, 1990.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.
(a corporation not-for-profit)

ARTICLE I - NAME

The name of this corporation is TRADER'S COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II - PURPOSE

The general nature of the objectives and purposes of this corporation shall be to promote and encourage maintenance and welfare of the owners of the lots in TRADER'S COVE, Unit One, recorded in Plat Book 32, page 168, Public Records of Volusia County, Florida.

ARTICLE III - POWERS

The powers of this corporation shall include all powers provided for by the laws of the State of Florida.

ARTICLE IV - MEMBERSHIP

The membership of this corporation shall be open to all owners of lots in TRADER'S COVE Subdivision.

ARTICLE V - TERM OF EXISTENCE AND REGISTERED AGENT AND OFFICE

This corporation is to exist perpetually.

The name of the initial registered agent of this corporation and the street address of the initial registered office of this corporation are as follows:

GEORGE E. HOVIS, 481 E. Hwy. 50, P. O. Drawer 848, Clermont, FL. 32712-0848

ARTICLE VI - BOARD OF DIRECTORS

The business affairs of this corporation shall be managed by the Board of Directors. The number of directors shall be established in the By-Laws but shall never be fewer than three (3) directors, nor more than seven (7). The

names of the persons who are to serve as the directors of the corporation until the first election are:

Thomas S. O'Connor	123 Sher Lane, DeBary, FL. 32713
Coleman Eugene Pressley	133 Sher Lane, DeBary, FL. 32713
Elaine Lotz	126 Sher Lane, DeBary, FL. 32713
Barbara Ann Gendron	112 Trader's Cove Blvd., DeBary, FL. 32713

ARTICLE VII - OFFICERS

The officers of the corporation shall be a President, Vice-President, Secretary and Treasurer who shall be elected annually and any other officers provided for in the By-Laws. The Secretary and Treasurer may be the same person. The name of the persons who are to serve as officers of the corporation until the first election are:

President	Thomas S. O'Connor, 123 Sher Lane, DeBary, FL. 32713
Vice President	Coleman E. Pressley, 133 Sher Lane, DeBary, FL. 32713
Secretary	Elaine Lotz, 126 Sher Lane, DeBary, FL. 32713
Treasurer	Barbara Ann Gendron, 112 Trader's Cove Blvd., DeBary, FL. 32713

ARTICLE VIII - SUBSCRIBERS

The names for the subscribers of these Articles are:

George E. Hovis	P. O. Drawer 120848, Clermont, FL. 34712
Christine Stalnaker	One Indianhouse Lane, Groveland, FL. 34736

ARTICLE IX - BY-LAWS

The By-Laws of this corporation may be made, altered or rescinded by two-thirds (2/3) vote of the members present at any duly called meeting of the corporation. The corporation may establish quorum requirements in its By-laws.

ARTICLE X - AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the members present at any special meeting of this corporation duly called for that purpose.

ARTICLE XI - DISTRIBUTION OF ASSETS UPON DISSOLVING

No person, firm or corporation shall ever receive any dividends or profits from the undertakings of this corporation and upon dissolution of this organization all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under the Internal Revenue Code, or to state or local government for a public purpose, and none of the assets will be distributed to any member, officer, director or trustee of this corporation.

GEORGE E. HOVIS

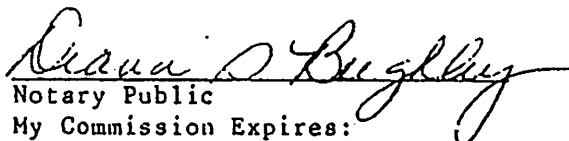
CHRISTINE STALNAKER

GEORGE E. HOVIS, Registered Agent

STATE OF FLORIDA)
) SS.
COUNTY OF VOLUSIA)

Before me, a Notary Public duly authorized to take acknowledgments in the state and county set forth above, personally appeared GEORGE E. HOVIS and CHRISTINE STALNAKER, known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me, that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county named above this 2nd day of January, 1990.


Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 22, 1990
Bonded Thru Troy Fair - Insurance Inc.