

EXHIBIT "A"  
SECOND AMENDMENT TO  
GENERAL COVENANTS AND RESTRICTIONS OF  
CHARLESTON SQUARE

The General Covenants and Restrictions of Charleston Square, being recorded in Official Records Book 694, Pages 2714-2736 and First Amendment to the General Covenants and Restrictions of Charleston Square, being recorded in Official Records Book 1885, Page 1553, all of the Public Records of Indian River County, Florida, are hereby amended as follows:

1. Section 17 of Article I is hereby reinstated in its entirety as follows:

Section 17. All residences shall be used, improved and devoted exclusively to single family residential use. No business of any nature whatsoever shall be allowed. Nothing herein shall be deemed to prevent the owner of a residence from leasing his residence to a single family, subject to all of the provisions of these Covenants and Restrictions, and the Articles of Incorporations and Bylaws of the Association.

2. Subparagraph a. of Section 1 of Article V, is hereby amended to read as follows:

SALE OF LEASE OF PREMISES

Section 1:

- a. Leases of residences in Charleston Square shall be permitted as follows:

1. Each lease must be for a period of no less than one (1) year. No owner may lease a property for more than two (2) out of every three (3) years.
2. The owner shall not lease the owner's property to anyone who has not been approved in writing by the Association. Application for approval shall be made no less than thirty (30) days in advance of occupancy. If the lease is not approved, the owner shall be advised of the non-approval in writing by the Association within thirty (30) days from the receipt of application, and the lease shall not be made. Each application shall be accompanied by a non-refundable application fee.
3. Each application for a second (2<sup>nd</sup>) consecutive year by the same tenant shall be submitted not less than sixty (60) days prior to lease end, and shall be accompanied by a discounted, non-refundable "re-application" fee. In the event the lease for the second (2<sup>nd</sup>) year is not approved, the tenant shall be notified of non-approval no less than thirty (30) days from lease end.

This instrument was prepared by  
and return to:


John E. Moore, III, Esq.  
Rossway Moore Taylor & Swan  
2101 Indian River Blvd., Suite 200  
Vero Beach, Florida 32960

COPY

CERTIFICATE OF AMENDMENT

The undersigned, Ron Rennick, Jr., as duly elected President of Charleston Square Homeowners Association, Inc., certifies that the Second Amendment to General Covenants and Restrictions of Charleston Square, attached hereto as Exhibit "A", was approved on October 31, 2008, after proper notice, by the affirmative vote of at least seventy-five percent (75%) of the members of the Board of Governors of Charleston Square Homeowners Association, Inc., in accordance with Article X of the General Covenants and Restrictions of Charleston Square and is effective as of October 31, 2008.

Dated this 20<sup>th</sup> day of December 2010.

  
Ron Rennick, Jr., President

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

of THE FOREGOING INSTRUMENT was acknowledged and signed before me on the 20<sup>th</sup> day of December, 2010, by Ron Rennick, Jr., as President of the Charleston Square Homeowners Association, Inc. who is personally known to me or who provided as identification.

COPY

  
Notary Public, State of Florida  
My Commission Expires:



RETURN TO WILLIAM J. STEWART  
MCKINNON, STEWART & NALL, CHARBERS  
POST OFFICE BOX 70-0  
VERO BEACH, FLORIDA 32964-0070

505545

CERTIFICATE OF AMENDMENT

OF

GENERAL COVENANTS AND RESTRICTIONS

OF

CHARLESTON SQUARE

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, under its corporate seal and acting by its President and Secretary, does hereby certify that by an affirmative vote of not less than seventy-five percent (75%) of the members of the Board of Governors of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., under date of the 14<sup>th</sup> day of April, 1987, amendments to the General Covenants and Restrictions of Charleston Square, as recorded in Official Record Book 694, Page 2714 - 2736, Public Records of Indian River County, Florida, set forth below were approved.

WHEREFORE, it is herewith certified that Section 1 of ARTICLE III is amended so that Section 1 of ARTICLE III shall read as follows:

III

STREETS, WALLS, EASEMENTS AND RIGHTS-OF-WAY

Section 1. The Association has responsibility for maintenance of the streets within Charleston Square, the common wall along the perimeter of Charleston Square and such other common maintenance areas as are shown on Exhibit "A", Sheet 1 and as are described in Exhibit "A", Sheets 3 through 12 inclusive attached to these Covenants and Restrictions. No person shall make any alteration, addition or changes to said streets, walls or common maintenance areas without the written permission of the Association. The Association is hereby and herewith granted, and there is reserved unto the Association, all easements for maintenance, utilities and drainage purposes as shown on composite Exhibit "A" attached to these Covenants and Restrictions, with full right of ingress and egress for itself, its agents, employees and assigns over any part of the property for the purposes for which the easements are granted and reserved. The Association has

LAW OFFICE

MCKINNON STEWART & NALL  
CHARBERS

VERO BEACH FLORIDA

O. R. 0767 PG 2135

the responsibility for routine maintenance and care of all lawns and landscaping, as more particularly described in the Articles of Incorporation of the Association, within the boundaries of Charleston Square. The Association is hereby and herewith granted, and there is reserved unto the Association, the license to enter upon and perform routine maintenance and care of all lawns and landscaping within the boundaries of Charleston Square with full right of ingress and egress for itself, its agents, employees and assigns over any part of the property for the purposes for which such license is granted and reserved.

WHEREFORE, it is herewith certified that ARTICLE IV is amended so that ARTICLE IV shall read as follows:

IV

ASSESSMENT FOR MAINTENANCE  
OF STREETS AND OTHER PUBLIC SERVICES

All present or future owners of property within Charleston Square, by their acquisition of said property, shall be deemed to have, for himself, his heirs, and executors, covenanted and agreed to pay annually his pro rata share of the cost to maintain, repair and replace all items and areas that are common maintenance areas lying within Charleston Square including, but not limited to, drainage facilities, streets, walls, sewage lines, common lighting systems, common entrance ways, utility easements, landscaping in and around all areas described in this sub-paragraph, the areas designated as common maintenance areas on the plat of Charleston Square attached to these Covenants and Restrictions and necessary public services, his pro rata charge of the cost of routine maintenance and care of all lawns and landscaping, as more particularly described in the Articles of Incorporation of the Association, within the boundaries of Charleston Square, together with the cost of the operation of the Association, including taxes. Owners' assessments in this regard shall be paid promptly when the same become due, and in the event of an owner's failure to pay the same promptly when due, such assessments shall constitute a lien upon the property according to the terms and

conditions of the Articles of Incorporation and Bylaws of the Association.

WHEREFORE, it is herewith certified that Subparagraph (b) of Section 1 of ARTICLE V is amended and that a Subparagraph (d) be added to Section 1 of ARTICLE V as follows:

V

SALE OR LEASE OF PREMISES

Section 1.

b. If an owner desires to sell or transfer title to his property, the owner shall give notice to the Association of such intention, together with the name and address of the intended purchasers or transferees, an executed copy of the proposed contract for sale, if applicable, and such other information concerning the intended purchasers or transferees as the Association may reasonably require. Applications for approval shall be made not less than sixty (60) days in advance of such sale or conveyance. The Association shall have the right of first refusal to purchase the owner's property. The right of first refusal in the Association includes the right of the Association to designate another person or entity to take title to the property. The Association shall have sixty (60) days within which to exercise its right to purchase said property, which shall be on the same terms and conditions as any bona fide offer from a prospective purchaser or for its fair market value in the event that the transfer is other than a sale. Said sixty (60) day period shall commence upon receipt by the Association of the aforementioned information. For the purposes of this subparagraph, a "bona fide offer" is defined as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale and accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price. In the event that the transfer is not a sale and the Association exercises its right to purchase the property at its fair

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D.R. 0767 PG 2137

market value, such fair market value for the property shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the property; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be borne equally between the Association and the owner desiring to transfer his property.

d. Notwithstanding the provisions of this Article, the board of Governors of the Association may affirmatively approve and give consent to such proposed sale or transfer and evidence such concurrence in writing in the form of a certificate executed by the President and Secretary of the Association with the formalities of a deed so that the same shall be entitled to recordation in the public records of Indian River County, Florida. Such certificate shall be delivered to the member desiring to sell or transfer his property.

IN WITNESS WHEREOF, CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereto duly authorized, this 5<sup>th</sup> day of May, 1987.

CHARLESTON SQUARE HOMEOWNERS  
ASSOCIATION, INC.

By: Linda S. Stringer  
Linda S. Stringer  
President

ATTEST:

By: W. Kenneth Stringer, III  
W. Kenneth Stringer, III  
Secretary

(CORPORATE SEAL)

4  
D.R. 0757 PG 2138

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared LEILA S. STRINGER, known to me to be the President of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and she acknowledged before me that she executed the same freely and voluntarily under authority duly vested in her by said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid, on this 7<sup>th</sup> day of May 1987.

William D. Preston  
Notary Public, State and County  
aforesaid. My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES 1991

(NOTARY SEAL)

STATE OF GEORGIA  
COUNTY OF Davie

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. KENNETH STRINGER, III, known to me to be the Secretary of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him by said corporation and that the corporate seal attached thereto is the true and correct corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, this 7<sup>th</sup> day of May 1987.

William D. Preston  
Notary Public, State and County  
aforesaid. My Commission  
Expires

NOTARY PUBLIC STATE OF GEORGIA  
COMMISSION EXPIRES 1991

(NOTARY SEAL)

974 HV-7 24 446

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IN THE RECORDS OF  
JEFFREY H. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

1040535

CERTIFICATE OF AMENDMENT  
OF  
GENERAL COVENANTS AND RESTRICTIONS  
OF

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, under its corporate seal and acting by its President and Secretary, does certify that by an affirmative vote of not less than seventy-five percent (75%) of the members of the Board of Governors of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., under date of the 19th day of January, 1998, amendments to the General Covenants and Restrictions of Charleston Square, as recorded in Official Record Book 674, Page 2714 - 2736, Public Records of Indian River County, Florida set forth below were approved.

WHEREFORE, it is herewith certified that Section 13 of Article I is amended so that Section 13 of Article I shall read as follows:

PERMITTED AND PROHIBITED USES

Section 13. Antennas or dishes of any nature, including, but not limited to, radio and television antennas or dishes, shall be permitted on the premises, providing they are small and unobtrusive, and placed in a spot so as not to be visible to the casual observer. Also acceptance must be obtained from the Board of Governors of Charleston Square Homeowners Association before work has begun to place the

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OR 191 PG 0128

VIRGINIA G. BOWMAN  
625 ROMAR DRIVE  
VERO BEACH, FL 32963

26  
RETURN TO



antenna or dish.

This amendment was approved by four of the six Fee Simple Title Holders on the 19th day of January, 1998.

IN WITNESS WHEREOF, said Association has caused this certificate to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed, by due authority this 30 day of January 1998.

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

BY:

*Virginia G. Dorman*  
Virginia G. Dorman, President

ATTEST:

*Gayle Daniel*  
Gayle Daniel, Secretary

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared VIRGINIA DORMAN, known to me to be the President and GAYLE DANIEL known to me to be the Secretary of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., and they acknowledge before me that they executed the same freely and voluntarily under authority duly vested in them by said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, on this 30 day of January, 1998.

*Kemberly P. Spurlock*  
Notary Public, State and County aforesaid.

My commission expires 5-29-01



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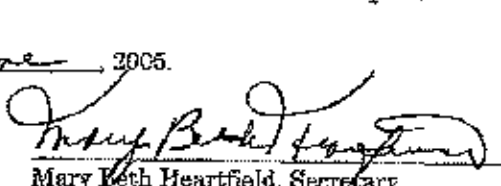
This instrument prepared by and return to:

William J. Stewart, Esq.  
Stewart & Evers, P.A.  
P. O. Box 3345  
Vero Beach, FL 32964-3345

CERTIFICATE OF AMENDMENT

The undersigned, as duly elected Secretary of Charleston Square Homeowners Association, Inc., certifies that the First Amendment to General Covenants and Restrictions of Charleston Square, attached hereto as Exhibit "A", was approved on March 19, 2005, after proper notice, by the affirmative vote of at least seventy-five percent (75%) of the members of the Board of Governors of Charleston Square Homeowners Association, Inc., in accordance with Article X of the General Covenants and Restrictions of Charleston Square.

Dated this 3 day of June, 2005.

  
Mary Beth Heartfield, Secretary

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

THE FOREGOING INSTRUMENT was acknowledged and signed before me on the 3<sup>rd</sup> of June, 2005, by MARY BETH HEARTFIELD, who is personally known to me, or provided \_\_\_\_\_ as identification.


  
Notary Public, State of Florida  
My Commission Expires:



EXHIBIT "A"

FIRST AMENDMENT TO  
GENERAL COVENANTS AND RESTRICTIONS OF  
CHARLESTON SQUARE

The General Covenants and Restrictions of Charleston Square, being recorded in Official Record Book 694, Pages 2714-2736, the Public Records of Indian River County, Florida, are hereby amended as follows:

1. Section 17 of Article I, is amended to read as follows:

Section 17. All residences shall be used, improved and devoted exclusively to single family residential use. No business of any nature whatsoever shall be allowed. ~~Nothing herein shall be deemed to prevent the owner of a residence from leasing his residence to a single family, subject to all of the provisions of these Covenants and Restrictions, and the Articles of Incorporation and Bylaws of the Association. \*~~

2. Subparagraph a. of Section 1 of Article V, is amended to read as follows:

V

SALE OR LEASE OF PREMISES

Section 1.:

a. Leases of residences in Charleston Square shall not be permitted. \* ~~The owner shall not lease the owner's property to anyone who has not been approved in writing by the Association. Application for approval shall be made not less than thirty (30) days in advance of occupancy. If the lease is not approved, the owner shall be advised of the disapproval in writing by the Association within thirty (30) days from the receipt of application, and the lease shall not be made. \*~~

\*Underlined language has been added; language struck through has been deleted.

395177

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 7, 1983

The charter number for this corporation is 766445

RECORDED  
INDEXED  
1983 OCT -2 PM 3:10  
STATE OF FLORIDA  
DEPARTMENT OF STATE

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 11th day of January, 1983

George Firestone  
Secretary of State



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0594 PAGE 2737

FILED

ARTICLES OF INCORPORATION  
OF

JAN 7 8 55 AM '83

STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit, pursuant to the provisions of Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the Corporation shall be CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC. For convenience the corporation will be referred to in this instrument as the Association.

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity to uphold, maintain and promote the property interests and rights of its members who are the owners of single-family residential lots in a residential community known as Charleston Square and which said community is located within the boundaries of the following described real property located in Indian River County, Florida:

Parcel 1: The West 50 feet of Lot 23, all of Lots 24 and 25, and the East 1/2 of Lot 26, of Block 1, of Plat No. 2 of Riomar Subdivision, according to the plat thereof as recorded in Plat Book 2, page 27, public records of Indian River County, Florida;

Parcel 2: Begin at a point on the Northerly line of Lot 23, according to Plat No. 2 of Riomar Subdivision, as recorded in Plat Book 2, page 27, public records of Indian River County, Florida, said Point being 50 feet East of the Northwest corner of said Lot 23, for a Point of Beginning;

THENCE, run Northerly and parallel to the Northerly extension of the Westerly line of said Lot 23, a distance of 60 feet to a Point;

THENCE, run Westerly and parallel to the Northerly line of Lots 23, 24, 25 and 26, according to Plat No. 2 of Riomar Subdivision, a distance of 300 feet to a Point;

THENCE, run Southerly and parallel to the Northerly extension of the Easterly line of Lot 26, a distance of 60 feet to the North line of said Lot 26;

Law Office

NEWMAN & STEWART  
CHARTERED

VERO BEACH, FLORIDA

BOOK 0684 PAGE 2738

THENCE, run East 300 feet along the Northerly lines of said Lots 26, 25, 24 and 23, a distance of 300 feet to the Point of Beginning, said parcel of land lying and being in Government Lot 8 in Section 32, Township 32 South, range 40 East, Indian River County, Florida.

Parcel 3: All of Lot 22 lying West of State Road 11A, and Lot 23, less the West 50 feet of said Lot 23, of Block 1, Ricmar Subdivision, according to the plat recorded in Plat Book 2, page 18, public records of Indian River County, Florida.

2.2 The association will make no distribution of income to its members, directors or officers.

### ARTICLE III

#### POWERS

The Association shall have all of the powers and privileges granted to associations not for profit under the laws of the State of Florida and shall have all of the powers reasonably necessary to implement and effacuate the purposes of the Association, including but not limited to the following:

3.1 To promote the safety and health of members of the Association and their property interests and rights by providing, improving and maintaining lighting, streets and right-of-way areas, utility easements, walls and entrance ways, drainage facilities, sewage lines, landscaping in and around the areas listed in this subarticle, and such other and further similar type services as may be reasonably necessary or desirable in Charleston Square.

3.2 To purchase insurance for properties owned by the Association; and insurance for the protection of the Association and its members, officers and directors.

3.3 To approve or disapprove the transfer of ownership and the leasing of lots and residences within Charleston Square as may be provided by the Bylaws and the Covenants and restrictions applicable to Charleston Square.

3.4 To make and establish covenants and restrictions governing the use and maintenance of property located within Charleston Square.

3.5 To amend, modify or change any covenants and restrictions which are, have been, or may be applicable to Charleston Square.

3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Charleston Square and which may be adopted from time to time as provided in the General Covenants and Restrictions of Charleston Square, as they may be exist from time to time.

3.7 To levy and collect, from time to time, assessments against members of the Association to defray expenses of maintenance and repair of the items and areas lying within Charleston Square as described in paragraph 3.1 above and are shown as "common areas" on the plat of Charleston Square which is attached to the General Covenants and Restrictions of Charleston Square referred to in paragraph 3.6 above, and other expenses incurred in implementing the Association's purposes in such manner as may be provided by the Bylaws of the Association, and the Association shall have a lien upon any property of a member of the Association lying within Charleston Square for the payment of such assessments. The lien herein provided shall secure the monies due for all assessments levied against a member of the Association as provided in the Bylaws, together with interest upon delinquent assessments, and for all the costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording in the public records of Indian River County, Florida, a claim of lien and by foreclosure in the same manner as real estate mortgages may be foreclosed in the State of Florida.

3.8 To reconstruct improvements comprising the items and areas lying within Charleston Square as described in paragraph 3.1 above and designated as common areas on the plat of Charleston

with 069 dated 2 7 4 0

Square attached to the General Covenants and Restrictions, and to repair and maintain the same.

3.9 To employ personnel to perform the services required for the proper management and operation of the Association.

#### ARTICLE IV

##### Term

The Association shall have perpetual existence.

#### ARTICLE V

##### Dissolution

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 Section 501 (C) (3) of the Internal Revenue Code, or to the Federal Government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or trustee of this organization.

#### ARTICLE VI

##### Members

Membership in the Association shall be established by the acquisition of the fee simple title to real property lying within the confines of Charleston Square. Membership in the Association shall be automatically terminated upon a member being divested of the fee simple title to said real property.

#### ARTICLE VII

##### Governors

6.1 The affairs of the Association shall be managed by a Board of Governors consisting of not more than six nor less than three persons who shall each be members of the Association.

6.2 The Governors of the Association shall be elected at the annual meeting of the members.

6.3 The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:



<u>NAME</u>	<u>ADDRESS</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383

ARTICLE VIII

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws of the Association. Said officers shall be elected by the Board of Governors annually and shall serve at the pleasure of the Board of Governors. The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960	President
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383	Vice President
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383	Secretary/ Treasurer

ARTICLE IX

Bylaws

The Bylaws of the Association may be adopted, amended, altered or rescinded by the Board of Governors.

ARTICLE X

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Governors or by the members of the Association and:

a. Such amendment must be approved by not less than a majority of the entire membership of the Board of Governors; and

b. By not less than seventy-five percent (75%) of the entire membership of the Association.

9.3 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the public records of Indian River County, Florida.

#### ARTICLE XI

##### Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30383

#### ARTICLE XII

##### Registered Agent

The street address of the initial registered office of the Association is 311 Island Creek Drive, Vero Beach, Florida 32960 and the name of the initial registered agent of the Association at that address is Leila S. Stringer.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 31<sup>st</sup> day of December, 1982.

Leila S. Stringer  
Leila S. Stringer

W. Kenneth Stringer, III  
W. Kenneth Stringer, III

Leila E. Stringer  
Leila E. Stringer

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared  
LEILA E. STRINGER to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and she acknowledged before me that she  
executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Vero Beach, said County and State aforesaid,  
this 30<sup>th</sup> day of December, 1982.

Robert M. Davis  
Notary Public, State of Florida at  
Large. My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 2, 1984  
ROBERT M. DAVIS, JR., 1000 W. PALM BEACH  
(NOTARY SEAL)

NOV 20 1982

STATE OF GEORGIA  
COUNTY OF Fulton

Before me, the undersigned authority, personally appeared M.  
KENNETH STRINGER, III, to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and he acknowledged before me that he executed  
the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Fulton County, Ga., said County and State  
aforesaid, this 30 day of Dec., 1982.

Robert M. Davis  
Notary Public, State of Georgia at  
Large. My commission expires:

Notary Public Georgia State At Large  
My Commission Expires April 9, 1984

(NOTARY SEAL)

STATE OF Florida  
COUNTY OF Indian River

Before me, the undersigned authority, personally appeared  
LEILA E. STRINGER to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and she acknowledged before me that she  
executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Vero Beach, said County and State  
aforesaid, this 30<sup>th</sup> day of December, 1982.

Robert M. Davis  
Notary Public, State of Florida  
at Large. My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 2, 1984  
ROBERT M. DAVIS, JR., 1000 W. PALM BEACH  
(NOTARY SEAL)

Doc 059 of vol 2744

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ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

SECRETARY OF STATE  
LOUISIANA

The undersigned hereby accepts the designation as registered agent on behalf of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

*Leila S. Stringer*  
Leila S. Stringer

0694ME2745

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RETURN TO  
MCDONNELL, STEWART & HALL, CHARTERED

7/10-2/1-87

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on May 12, 1987, to Articles of Incorporation for CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 788415.

1987 MAY 27 PM 3:27  
CLERK OF THE SUPREME COURT  
TALLAHASSEE, FLORIDA

1987 MAY 27 PM 3:27

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of May, 1987.



CR25022 (10-85)

George Firestone  
Secretary of State

D.R. 0769 PG 1129



sprinkler, and such other and further similar type services as may be reasonably necessary or desirable in Charleston Square.

3.7 To levy and collect, from time to time, assessments against members of the Association to defray expenses of maintenance and repair of the items and areas lying within Charleston Square as described in paragraph 3.1 above and are shown as "common areas" on the plat of Charleston Square which is attached to the General Covenants and Restrictions of Charleston Square referred to in paragraph 3.6 above, to defray the expense of routine maintenance and care of all lawns and landscaping, including private gardens, within the boundaries of Charleston Square, and to include lawn service, cutting, trimming and pruning of shrubs, trees, bushes and foundation plantings, weeding, fertilizing, bug and insect control and maintenance and operation of the irrigation system by sprinkler, and other expenses incurred in implementing the Association's purposes in such manner as may be provided by the Bylaws of the Association, and the Association shall have a lien upon any property of a member of the Association lying within Charleston Square for the payment of such assessments. The lien herein provided shall secure the monies due for all assessments levied against a member of the Association as provided in the Bylaws, together with interest upon delinquent assessments, and for all the costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording in the public records of Indian River County, Florida, a claim of lien and by foreclosure in the same manner as real estate mortgages may be foreclosed in the State of Florida.

IN WITNESS WHEREOF, said Association has caused this instrument to be executed in its name by its Secretary, and its Secretary and its respective authorized officers and agents.

**THIS INSTRUMENT IS NOT  
SUITABLE FOR MICROFILMING**

**C.R. 0769 PG 1131**

authority, this 5<sup>th</sup> day of May, 1987.

CHARLESTON SQUARE HOMEOWNERS  
ASSOCIATION, INC.

BY: Lilla S. Stringer  
Lilla S. Stringer, President

ATTEST: W. Kenneth Stringer, III  
W. Kenneth Stringer, III,  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared LILLA S. STRINGER, known to me to be the President of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., and she acknowledged before me that she executed the same freely and voluntarily under authority duly vested in her by said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, on this 5<sup>th</sup> day of May, 1987.

Walter S. Stringer  
Notary Public, State and County  
aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. 03/31/88  
STATE 380, CLASS. 19, 03.

(NOTARY SEAL)


D.R. 0769 PG 1132



STATE OF GEORGIA  
COUNTY OF Wich

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. KENNETH STRINGER, III, known to me to be the Secretary of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him by said Association and that the corporate seal affixed thereto is the true and correct corporate seal of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, this 5TH day of May, 1987.

  
Notary Public, State and County  
aforesaid. My Commission  
Expires: April 15, 1990  
My Commission Expires April 15, 1990

(NOTARY SEAL)

G.R. 0769 PG 1133

395176

PAID FOR RECORD  
BOOK AND PAGE  
RECORD NUMBER

99-051-2 PG 2-06

GENERAL COVENANTS AND RESTRICTIONS  
OF  
CHARLESTON SQUARE

PLAT BOOK-1  
NEW COUNTY COURT  
INDIAN RIVER, FLA.  
*Ernest A. ...*

The following Covenants and Restrictions apply to all prop-  
erty lying within the confines of Charleston Square, a sub-  
division according to the plat thereof recorded in Plat Book 11,  
Page 46, public records of Indian River County, Florida, a copy  
of which is attached hereto as Exhibit "A", Sheet 1. Charleston  
Square Homeowners Association, Inc. is a not for profit corpora-  
tion organized and existing under the laws of the State of  
Florida and is hereinafter referred to as "Association".

I

PERMITTED AND PROHIBITED USES

Section 1. One lot as shown on the Plat of Charleston  
Square as recorded in Plat Book 11, Page 46, public records of  
Indian River County, Florida, shall be the minimum building area  
upon which a single family residence may be constructed. Since  
ownership of property at Charleston Square shall be for single  
family residential use only, joint ownership by persons unrelated  
by blood or marriage shall be prohibited. The property shall not  
be used or occupied by other than a single family and family  
servants.

Section 2. No owner of any part of the property will do or  
permit to be done any act upon his property which is or may  
become a nuisance.

Section 3. No signs of any character shall be displayed or  
placed upon any part of the property, other than signs referring  
to the address of the property and the name of the owner, which  
said signs must first be approved by the Association. The  
design, color, size and type of mail boxes and post lights near  
the street must be approved by the Association.

Section 4. No animals, birds or pets of any kind shall be  
kept or maintained on any part of the property except dogs, cats  
and pet birds which may be kept thereon in reasonable numbers as

RETURN TO: Title Guaranty & Trust Co.

LAW OFFICES

RECORDS & DEEDS  
DIVISION

STATE OF FLORIDA

99-051-2 PAGE 2 1 1

pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages. All animals shall be kept on a leash when they are off the owner's premises. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Association.

Section 5. Clotheslines outside of a residence and drying yards shall not be permitted. No clothes, sheets, blankets or other articles shall be hung outside of a residence or exposed on any part of the premises.

Section 6. Garbage receptacles shall be in complete conformity with sanitary rules and regulations and shall not be visible from the street or the adjoining neighbor's property. No garbage incinerators shall be permitted.

Section 7. No trucks, trailers, commercial vehicles, boats or boat trailers, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property. Commercial vehicles and trucks used in current construction may be temporarily parked on the property, as long as the vehicle or truck is not owned by the property owner, but shall not be parked overnight on the property.

Section 8. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 9. No structure of a temporary character of any kind, such as, but not limited to, sheds, tents, shacks, trailers, and out buildings, shall be erected, constructed, permitted or maintained on any of the property; provided, however, this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on the property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during all construction.

Section 10. No substantial changes in the elevations of the land shall be made on the premises. Owners shall be allowed to fill their lot with a minimal amount of fill to raise the elevation of the lot to the minimum elevation required under the then existing Building Code in order to allow a lot owner to construct a residence on his lot. Any fill in excess of the minimal requirement must be approved in advance by the Association.

Section 11. No owner, members of owner's family, tenant, or guest of an owner shall be permitted or allowed to ride, drive or operate a two-wheeled motorized vehicle, including, but not limited to, motorcycles and mopeds, within the confines of Charleston Square.

Section 12. No residence, building, structure, swimming pool, wall, fence, hedge, grading, planting of any character, trimming or major pruning of trees, or construction of any type of facility shall be commenced, erected, or maintained, or any additions or major changes thereto be made, until the plans and specifications thereof, showing the extent, nature, kind, shape, height, grade, materials to be used, floor plans, driveway locations, architectural style, locations and approximate cost of such structures or work to be done, and other such information as may be reasonably requested, shall have been presented to and approved in writing by the Association. The Association shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in the Association's opinion for aesthetic or other reasons, and in so passing on such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure, and the materials with which it is to be built as the same relate to the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect of the building or other structure on the outlook from the adjacent or neighboring property. No owner shall paint or otherwise

decorate or change the appearance of any portion of the exterior of any residence, building, structure, swimming pool, wall, fence or hedge without first obtaining the prior written approval of the Association.

Section 13. No antennas or dishes of any nature, including, but not limited to, radio and television antennas or dishes, shall be permitted on the premises.

Section 14. No individual water supply systems shall be permitted for any purposes whatsoever, and all irrigation systems shall be underground.

Section 15. No fuel or gas storage tanks may be permitted on any lot.

Section 16. No residence may be lived in at any time by a number of persons, including adults and minors, which said number is in excess of two (2) persons per bedroom, as such rooms are designated "bedroom" on the original architectural plans and blueprints for which a building permit for the construction of the residence was issued. The Association may, upon proper application from an owner of a residence, permit the temporary occupancy by additional persons who are guests of the owner of the residence. Notwithstanding, no guest or guests may occupy a residence for more than thirty (30) days without the consent of the Association.

Section 17. All residences shall be used, improved and devoted exclusively to single family residential use. No business of any nature whatsoever shall be allowed. Nothing herein shall be deemed to prevent the owner of a residence from leasing his residence to a single family, subject to all of the provisions of these Covenants and Restrictions, and the Articles of Incorporation and Bylaws of the Association.

II

#### DETACHMENTS AND BUILDING LINES

Section 1. For the purposes of this article, "building" shall mean the main residence, the garage, and related out

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buildings and all projections thereof, such as bay, bow or oriel windows, exterior chimneys, covered porches, porticoes, loggias, and the like, but shall not include the eaves of such structures, open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of the main building.

Section 2. No building shall be erected nearer than thirty (30) feet to the public street line, forty (40) feet to the rear property line, and fifteen (15) feet to the side lot line.

Section 3. Swimming pools, swimming pool decks and swimming pool enclosures shall not be nearer than ten feet to any lot line, and swimming pools shall not project with their coping more than two (2) feet above the established grade.

III

STREETS, WALLS, EASEMENTS AND RIGHTS-OF-WAY

Section 1. The Association has responsibility for maintenance of the streets within Charleston Square, the common wall along the perimeter of Charleston Square and such other common maintenance areas as are shown on Exhibit "A", Sheet I and as are described in Exhibit "A", Sheets J through K inclusive attached to these Covenants and Restrictions. No person shall make any alteration, addition or changes to said streets, walls or common maintenance areas without the written permission of the Association. The Association is hereby and herewith granted, and there is reserved unto the Association, all easements for maintenance, utilities and drainage purposes as shown on composite Exhibit "A" attached to these Covenants and Restrictions, with full rights of ingress and egress for itself, its agents, employees and assigns over any part of the property for the purposes for which the easements are granted and reserved.

Section 2. No structures, including walls, fences, paving, or planting, shall be erected or placed upon any part of the property which will interfere with the rights of ingress and egress provided in Section 1 of this article.



in writing by the Association within thirty (30) days from the receipt of application, and the lease shall not be made.

b. If an owner desires to sell or transfer title to his property, the owner shall give notice to the Association of such intention, together with the name and address of the intended purchaser or transferee, an executed copy of the proposed contract for sale, if applicable, and such other information concerning the intended purchaser or transferee as the Association may reasonably require. Application for approval shall be made not less than thirty (30) days in advance of such sale or conveyance. The Association shall have the right of first refusal to purchase the owner's property. The Association shall have thirty (30) days within which to exercise its right to purchase said property, which shall be on the same terms and conditions as any bona fide offer from a prospective purchaser or for its fair market value. Said thirty (30) day period shall commence upon receipt by the Association of the aforementioned information. If the Association shall disapprove the transfer of the property, the Association shall have a right of first refusal to purchase the property within ninety (90) days under the terms and conditions of the prospective purchaser's contract, or, at the option of the Association, for cash at the fair market value for the property as determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the property; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be borne equally between the Association and the owner desiring to sell or transfer his

7 069412120



property.

c. The foregoing provisions shall not apply to a transfer to or a purchase by the holder of a mortgage that acquires his title as a result of owning such mortgage; and this shall be so whether the title is acquired by deed from the owner of the premises, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the holder of a mortgage that so acquires his title.

VI

ENFORCEMENT OF COVENANTS AND RESTRICTIONS

Section 1. Should any person violate these Covenants and Restrictions, the Association shall be entitled to the following relief:

a. Relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, which said relief shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude such other and additional rights, remedies or privileges as may be available to the Association at law or in equity.

b. In any proceeding arising because of a violation of the Covenants and Restrictions or the failure to comply with the Articles of Incorporation and Bylaws of the Association, the Association shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

c. The failure of the Association to enforce any covenant or restriction or the provisions of the Articles of Incorporation and the Bylaws of the Association shall not constitute a waiver of the right to do so thereafter.

9 2025 JUN 27 21

VII

COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND

All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land, and grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants, restrictions, reservations and servitudes jointly, separately, and severally.

VIII

COVENANTS AND RESTRICTIONS  
ENFORCEABLE JOINTLY AND SEVERALLY

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

IX

DURATION OF COVENANTS AND RESTRICTIONS

All of the covenants, restrictions, reservations and servitudes contained herein shall be in full force and effect until January 1, 2033, after which time said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years, unless terminated or modified in writing by the then owners of seventy-five percent (75%) of the lots in Charleston Square.

X

AMENDMENTS FOR COVENANTS AND RESTRICTIONS

These Covenants and Restrictions may be amended from time to time by the affirmative vote of seventy-five percent (75%) of the members of the Board of Governors of Charleston Square Homeowners

Association, Inc. Such amendments shall be recorded on the public records of Indian River County, Florida, in order to be effective.

IN WITNESS WHEREOF, Personal Design, Inc., a Florida corporation, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers therunto duly authorized, this 26 day of September, 1984.

Witnesses:

PERSONAL DESIGN, INC.

William J. ...  
Cynthia H. ...

By: Lilla S. Strider  
President  
Attest: William J. ...  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lilla S. Strider known to me to be the President of Personal Design, Inc., a Florida corporation, and she acknowledged she executed the same freely and voluntarily and under the authority duly vested in her by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 26th day of September, 1984.

William J. ...  
Notary Public, State of Florida  
at Large.

My commission expires:

(NOTARY SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM J. STEWART known to me to be the Secretary of Personal Design, Inc., a Florida corporation, and he acknowledged he executed the same freely and voluntarily and under the authority duly vested in him by said corporation.

WITNESSE my hand and official seal in the State and County last aforesaid, this 15th day of October, 1964.

*Thomas A. [Signature]*  
Notary Public State of Florida  
at Large.

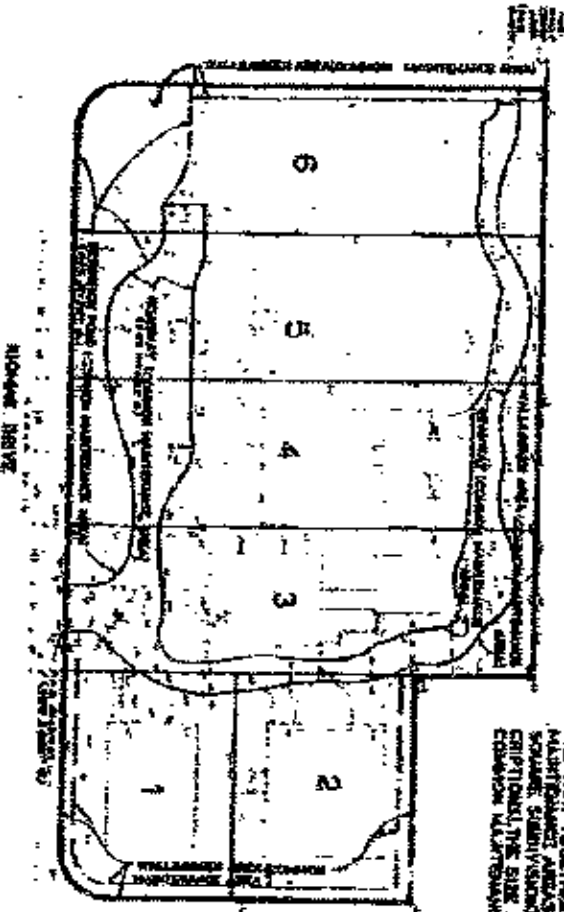
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
4th DISTRICT

CHARLESTON SQUARE COMMON MAINTENANCE  
AREAS MAP

EXHIBIT A SHEET 1

JAMES A. FOWLER LAND SURVEYING CO.  
P.O. BOX 1000, TAMPA, FL 33601

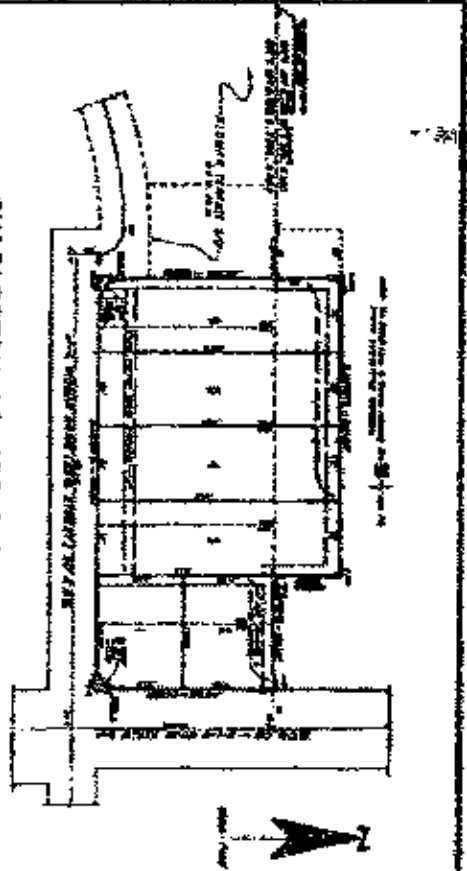


CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SUPERVISED & DRAWN OR THE  
 LAND SURVEY HEREIN SHOWN TO THE BEST OF MY KNOWLEDGE  
 AND BELIEF AND IS AN ACCURATE REPRESENTATION THEREOF  
 AND THAT TOGETHER WITH THE EXHIBIT A SHEET HEREON  
 ATTACHED, THESE AREAS NOW SHOWN ARE THE MAINTENANCE  
 SQUARE SURVEYING AND SHEETS 3 THROUGH 6 (SEE PLAN) AND  
 CANNOT BE THE SIZE AND LOCATIONS OF THE EXHIBIT'S AND  
 COMMON MAINTENANCE AREAS CAN BE DETERMINED.

*James A. Fowler*  
 JAMES A. FOWLER  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA CERT. NO. 34331

8694 27126



**CHARLESTON SQUARE SUBDIVISION**

PLAN BOOK/L. PAGE 11.  
DOCKET NO. 2457120

DEPARTMENT OF STATE  
OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

DEPARTMENT OF STATE  
OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

DEPARTMENT OF STATE  
OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

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OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

DEPARTMENT OF STATE  
OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

EXHIBIT A SHEET 2

2457120-2726

**JAMES A. FOWLER**

**Land Surveying  
Company**

1115 W. UNIVERSITY BLVD.  
S. O. BOX 1117  
VENICE BEACH, FLORIDA 33586  
TELEPHONE 984-1744



**WALL AND CURVE AREA (COMMON AREA) DESCRIPTION**

Begin at the Northwest corner of lot 5, Charleston Square Subdivision, as recorded in Plat Book 11, page 46, Public Records of Indian River County, Florida, run South  $89^{\circ} 57'$  East along the North Lines of lots 6, 5, 4 and 3 of said subdivision, 300.6 feet; thence run Southeast along the East line of said lot 3, 70.3 feet to a point of curvature of a non-radial curve, concave Southeast, having a radius of 27.5 feet and through which a radial line bears North  $64^{\circ} 06' 17''$  East; thence run Northwest 2.13 feet along the arc of said curve through a central angle of  $8^{\circ} 16' 17''$  to a point of reverse curvature of a curve concave Northeast and having a radius of 20.8 feet; thence run Northerly 13.03 feet along the arc of said curve through a central angle of  $17^{\circ} 30'$  to a point of reverse curvature of a curve concave Southeast and having a radius of 50.5 feet; thence run Northeast 28.02 feet along the arc of said curve through a central angle of  $59^{\circ} 06''$  to a point of reverse curvature of a curve concave Northeast and having a radius of 55.8 feet; thence run Southeast 16.82 feet along the arc of said curve through a central angle of  $17^{\circ} 30'$  to a point of reverse curvature of a curve concave Southerly and having a radius of 25.8 feet; thence run Westerly 22.52 feet along the arc of said curve through a central angle of  $32^{\circ} 36'$  to a point of compound curvature of a curve concave Southeast and having a radius of 60.8 feet; thence run Westerly 28.82 feet along the arc of said

RETURN A - SHEET 3

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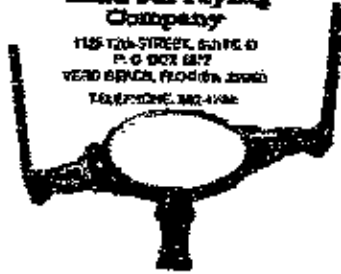




**JAMES A. FOWLER**

**Land Surveying  
Company**

115 1/2 ST. STREET, SUITE 10  
P. O. BOX 1877  
VERO BEACH, FLORIDA 33570  
TELEPHONE 335-4100



-3-

lot 2 and lot 1, the South 5.0 feet of lot 3 and the South 5.0 feet of  
lot 3, all in Charleston Square Subdivision as recorded in Plat Book 11,  
page 45 of the Public Records of Indian River County, Florida.

SHEET 4 - OF 5

0694662120



**JAMES A. FOWLER**  
**Land Surveying**  
**Company**

147 1/2 STONEY CREEK RD  
P.O. BOX 7037  
WARRIEN, ALABAMA 36090  
TELEPHONE 332-4144



There is a small rectangular plot located on the west side of the  
road, the general angle of the plot is about 90 degrees and the  
width of the plot is about 10 feet in length.

25019174 - SEAS 7

25019174

**JAMES A. FOWLER**

**Land Surveying  
Company**

1125 1/2 STREET, SUITE D  
P. O. BOX 2177  
MIAMI BEACH, FLORIDA 33156  
TELEPHONE 522-4744



August 6, 1968

**BOMBAY (DOWRY AREA) DESCRIPTION**

Commencing at the Southeast corner of Lot 3, Charleston Square Sub-division as recorded in Plat Book 41, page 66, Public Records of Indian River County, Florida, run North  $29^{\circ} 30'$  West, along the South line of said Lot 3, 20.0 feet to the Point of Beginning. From the Point of Beginning, run North, parallel with the East line of said Lot 3, 12.0 feet to a point of curvature of a curve concave Southeastwardly and having a radius of 15 feet; thence run Northwesterly 13.08 feet along the arc of said curve, through a central angle of  $51^{\circ} 30'$  to a point of reverse curvature of a curve concave Northwestwardly and having a radius of 65.0 feet; thence run Northwesterly 68.07 feet along the arc of said curve through a central angle of  $60^{\circ} 00'$ ; thence North  $50^{\circ} 30'$  West, 41.0 feet; thence North  $26.2^{\circ}$  West to a point of curvature of a curve concave Southwestwardly and having a radius of 27.5 feet; thence run Northwesterly 18.0 feet along the arc of said curve through a central angle of  $37^{\circ} 30'$  to a point of reverse curvature of a curve concave Northwesterly and having a radius of 20.0 feet; thence run Northwesterly 13.08 feet along the arc of said curve through a central angle of  $37^{\circ} 30'$  to a point of reverse curvature of a curve concave Southwestwardly and having a radius of 32.0 feet; thence run Southwesterly 28.50 feet along the arc of said curve through a central angle of  $50^{\circ} 00'$  to a point of reverse curvature of a curve concave Northwesterly and having a radius of 45.0 feet; thence run Northwesterly 16.50 feet along the arc of said curve

EXHIBIT A - SHEET 8

0884002732











395177

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 7, 1983.

The charter number for this corporation is 76445.

RECEIVED  
JAN 10 1983  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 11th day of January, 1983.



A handwritten signature in cursive script, appearing to read "George F. Johnson".

George F. Johnson  
Secretary of State

0694882137

ARTICLES OF INCORPORATION  
OF

FILED  
JAN 7 8 53 AM '83  
INDIAN RIVER COUNTY  
FLORIDA

CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit, pursuant to the provisions of Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the Corporation shall be CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC. For convenience the corporation will be referred to in this instrument as the Association.

ARTICLE II

Purposes

2.1 The purpose for which the Association is organized is to provide an entity to uphold, maintain and promote the property interests and rights of its members who are the owners of single-family residential lots in a residential community known as Charleston Square and which said community is located within the boundaries of the following described real property located in Indian River County, Florida:

Parcel 1: The West 56 feet of Lot 23, all of Lots 24 and 25, and the East 1/2 of Lot 26, of Block 1, of Plat No. 2 of Kiomer Subdivision, according to the plat thereof as recorded in Plat Book 2, page 27, public records of Indian River County, Florida;

Parcel 2: Begin at a point on the Northerly line of Lot 23, according to Plat No. 2 of Kiomer Subdivision, as recorded in Plat Book 2, page 27, public records of Indian River County, Florida, said point being 58 feet East of the Northwest corner of said Lot 23, for a Point of Beginning;

THENCE, run Northerly and parallel to the Northerly extension of the Westerly line of said Lot 23, a distance of 60 feet to a Point;

THENCE, run Westerly and parallel to the Northerly line of Lots 23, 24, 25 and 26, according to Plat No. 2 of Kiomer Subdivision, a distance of 368 feet to a Point;

THENCE, run Southerly and parallel to the Northerly extension of the Easterly line of Lot 26, a distance of 40 feet to the South line of said Lot 26;

LAWYERS

Notation & Signatures  
County

YEAR, MONTH, DAY

6942714

THENCE, run East 300 feet along the Northernly lines of said Lots 26, 25, 24 and 23, a distance of 300 feet to the Point of Beginning; said parcel of land lying and being in Government Lot # in Section 32, Township 32 South, Range 40 East, Indian River County, Florida.

Parcel 3: All of Lot 22 lying West of State Road 11A, and Lot 23, less the West 50 feet of said Lot 23, of Block 1, Rissner Subdivision, according to the plat recorded in Plat Book 2, page 18, public records of Indian River County, Florida.

2.2 The association will make no distribution of income to its members, directors or officers.

### ARTICLE III

#### Powers

The Association shall have all of the powers and privileges granted to associations not for profit under the laws of the State of Florida and shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to the following:

3.1 To promote the safety and health of members of the Association and their property interests and rights by providing, improving and maintaining lighting, streets and right-of-way areas, utility easements, walls and entrance ways, drainage facilities, sewage lines, landscaping in and around the areas listed in this subarticle, and such other and further similar type services as may be reasonably necessary or desirable in Charleston Square.

3.2 To purchase insurance for properties owned by the Association; and insurance for the protection of the Association and its members, officers and directors.

3.3 To approve or disapprove the transfer of ownership and the leasing of lots and residences within Charleston Square as may be provided by the Bylaws and the covenants and restrictions applicable to Charleston Square.

3.4 To make and establish covenants and restrictions governing the use and maintenance of property located within Charleston Square.

3.5 To amend, modify or change any covenants and restrictions which are, have been, or may be applicable to Charleston Square.

3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Charleston Square and which may be adopted from time to time as provided in the General Covenants and Restrictions of Charleston Square, as they may be exist from time to time.

3.7 To levy and collect, from time to time, assessments against members of the Association to defray expenses of maintenance and repair of the items and areas lying within Charleston Square as described in paragraph 3.1 above and are shown as "common areas" on the plat of Charleston Square which is attached to the General Covenants and Restrictions of Charleston Square referred to in paragraph 3.6 above, and other expenses incurred in implementing the Association's purposes in such manner as may be provided by the Bylaws of the Association, and the Association shall have a lien upon any property of a member of the Association lying within Charleston Square for the payment of such assessments. The lien herein provided shall secure the monies due for all assessments levied against a member of the Association as provided in the Bylaws, together with interest upon delinquent assessments, and for all the costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording in the public records of Indian River County, Florida, a claim of lien and by foreclosure in the same manner as real estate mortgages may be foreclosed in the State of Florida.

3.8 To reconstruct improvements comprising the items and areas lying within Charleston Square as described in paragraph 3.1 above and designated as common areas on the plat of Charleston

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Square attached to the General Covenants and Restrictions, and to repair and maintain the same.

3.9 To employ personnel to perform the services required for the proper management and operation of the Association.

#### ARTICLE IV

##### Term

The Association shall have perpetual existence.

#### ARTICLE V

##### Dissolution

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 Section 501 (c) (3) of the Internal Revenue Code, or to the Federal Government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or trustee of this organization.

#### ARTICLE VI

##### Members

Membership in the Association shall be established by the acquisition of the fee simple title to real property lying within the confines of Charleston Square. Membership in the Association shall be automatically terminated upon a member being divested of the fee simple title to said real property.

#### ARTICLE VII

##### Governors

6.1 The affairs of the Association shall be managed by a Board of Governors consisting of not more than six nor less than three persons who shall each be members of the Association.

6.2 The Governors of the Association shall be elected at the annual meeting of the members.

6.3 The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

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<u>NAME</u>	<u>ADDRESS</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303

ARTICLE VIII

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws of the Association. Said officers shall be elected by the Board of Governors annually and shall serve at the pleasure of the Board of Governors. The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960	President
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303	Vice President
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303	Secretary/ Treasurer.

ARTICLE IX

Bylaws

The Bylaws of the Association may be adopted, amended, altered or rescinded by the Board of Governors.

ARTICLE X

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Governors or by the members of the Association and:

a. Such amendment must be approved by not less than a majority of the entire membership of the Board of Governors; and

b. By not less than seventy-five percent (75%) of the entire membership of the Association.

9.3 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the public records of Indian River County, Florida.

#### ARTICLE XI

##### Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Leila S. Stringer	311 Island Creek Drive, Vero Beach, FL 32960
W. Kenneth Stringer, III	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303
Leila E. Stringer	1340 First National Bank Tower 2 Peachtree Street, N.W. Atlanta, Georgia 30303

#### ARTICLE XII

##### Registered Agent

The street address of the initial registered office of the Association is 311 Island Creek Drive, Vero Beach, Florida 32960 and the name of the initial registered agent of the Association at that address is Leila S. Stringer.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 31<sup>st</sup> day of December, 1982.

Leila S. Stringer  
Leila S. Stringer

W. Kenneth Stringer, III  
W. Kenneth Stringer, III

Leila E. Stringer  
Leila E. Stringer

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STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared  
LEILA S. STRINGS to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and she acknowledged before me that she  
executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Vero Beach, said County and State aforesaid,  
this 31<sup>st</sup> day of December, 1982.

Charles M. Sida  
Notary Public, State of Florida at  
Large. My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 2, 1985  
VERO BEACH, FLORIDA AND INDIAN RIVER  
(NOTARY SEAL)

STATE OF GEORGIA  
COUNTY OF Fulton

Before me, the undersigned authority, personally appeared W.  
KEITH STRINGS, III, to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and he acknowledged before me that he executed  
the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Fulton County, Ga., said County and State  
aforesaid, this 30 day of Dec., 1982.

John M. Stays  
Notary Public, State of Georgia at  
Large. My commission expires:  
NOTARY PUBLIC STATE OF GEORGIA AT LARGE  
MY COMMISSION EXPIRES APR. 2, 1985  
(NOTARY SEAL)

STATE OF Florida  
COUNTY OF Indian River

Before me, the undersigned authority, personally appeared  
LEILA S. STRINGS to me known and known to me to be the  
individual described in, and who executed the foregoing Articles  
of Incorporation, and she acknowledged before me that she  
executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal at Vero Beach, said County and State  
aforesaid, this 31<sup>st</sup> day of December, 1982.

Charles M. Sida  
Notary Public, State of Florida  
at Large. My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 2, 1985  
VERO BEACH, FLORIDA AND INDIAN RIVER  
(NOTARY SEAL)

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ACCEPTANCE OF RESIGNATION OF REGISTERED AGENT

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SECRETARY OF STATE

The undersigned hereby accepts the designation of ~~AGENT~~  
agent on behalf of CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

*Lella S. Stinger*  
Lella S. Stinger

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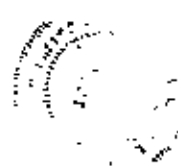
CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC.

1. IDENTITY:

These are the Bylaws of Charleston Square Homeowners Association, Inc., hereinafter called "association". The Association is a corporation not for profit organized under the laws of the State of Florida. The Association is organized as a property owners association having all those powers and privileges set forth in its Articles of Incorporation and any future Amendments to said Articles of Incorporation.

1.1. The fiscal year of the Association will be the calendar year.

1.2. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



2. MEMBERS:

The members of the Association shall be the fee simple title holders of the single family residential lots located within the confines of Charleston Square.

2.1. The use, possession and enjoyment of any parcel of real estate within the confines of Charleston Square shall subject the user and the owner of the property to the General Covenants and Restrictions of Charleston Square and the requirements of the Association's Articles of Incorporation and these Bylaws.

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2.2. Membership in the Association shall terminate whenever a member shall be divested of the fee simple title to his parcel of real estate within Charleston Square. A member shall have no vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable or inheritable or which shall continue after his membership ceases, or while he is not in good standing.

2.3. A member who fails or refuses to abide by the General Covenants and Restrictions of Charleston Square as adopted, and as may be amended from time to time, or who refuses or fails to pay any assessments levied by the Association shall not be entitled to vote or exercise any other rights of a member in the Association.

2.4. The annual members' meeting shall be held on a day and hour in March of each year as may from time to time be designated by the Board of Governors for the purpose of electing Governors and transacting any other business authorized to be transacted.

2.5. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Governors and must be called by such officers upon receipt of a written request from four (4) Association members who are in good standing.

2.6. Notice of all members' meetings stating the time and place shall be given by the President or Secretary or Assistant Secretary. Such notice shall be in writing and shall be sent by mail to each member at his address as it appears on the books of the Association and shall be mailed not less than twenty (20) days prior to the date of the meeting. Proof of such mailing shall be given by Affidavit of the person giving the notice. Notice of the meeting may be waived before or after the meeting.

2.7. A quorum at any meeting of the members shall consist of five (5) members present, either in person or by written proxy.



3. GOVERNORS:

3.1. Membership. The affairs of the Association shall be managed by a Board of not more than six (6) nor less than three (3) Governors each of whom must be a member of the Association. The exact number of Governors is to be determined annually by the members of the Association at the Association's annual members' meeting.

3.2. Election of Governors shall be held and conducted at the annual members' meetings.

3.3. Any Governor may be removed by the Board of Governors, whenever in the judgment of the Board the best interests of the Association will be served thereby, by a vote of two-thirds (2/3) of the members of the Board of Governors.

3.4. Vacancies in the Board of Governors occurring between annual meetings of members shall be filled by a majority vote of the remaining members of the Board, and any person so appointed shall serve until the next annual meeting, and until his successor has been elected.

3.5. The term of each member of the Board of Governors shall be for a one (1) year period, commencing on the date of his election and continuing until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

3.6. The organizational meeting of each newly elected Board of Governors shall be held within ten (10) days of the election of its members at such time and place as shall be fixed by the Board of Governors at the meeting at which the new members were elected, and no further notice of such organizational meeting will be necessary.

3.7. The regular meetings of the Board of Governors may be held at such time and place as will be determined, from time to time, by the President. Notice of regular meetings shall be

given to each Governor, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to such meeting.

3.8. Special meetings of the Board of Governors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third (1/3) of the Governors. Not less than forty-eight (48) hours notice of the meeting shall be given to each Governor, personally or by mail, telephone or telegraph. Each notice will state the time, place and purpose of the meeting.

3.9. Any Governor may waive notice of a meeting before or after a meeting and such waiver shall be deemed equivalent to the giving of notice.

3.10. A quorum at Governors' meetings shall consist of a majority of the entire Board of Governors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors except when approval by a greater number of Governors is required by the Articles of Incorporation or these Bylaws.

3.11. The joinder of a Governor in the action of a meeting by a Governor signing and concurring in the Minutes of that meeting shall constitute the presence of such Governor for the purpose of determining a quorum.

3.12. Any action which may be taken at a meeting of the Board of Governors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the actions so to be taken signed by all of the Governors or all of the members of the committee, as the case may be, is filed in the Minutes of the proceedings of the Board of Governors or of the committee. Such consents will have the same effect as unanimous vote.

3.13. Fees shall not be paid to any member of the Board of Governors. Members of the Board of Governors shall be reimbursed for their costs and expenses incurred while on Association business, assuming that a majority of the Board of Governors approves such costs and expenses.

3.14. The Board of Governors shall not be liable or responsible for the destruction or the loss of, or damage to, the property of any member or the guest of any member, or visitor, or other person. Every member of the Board of Governors, and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or, in which he may become involved, by reason of his being or having been a member of the Board of Governors or an officer of the Association, whether or not he is a member of the Board of Governors or an officer of the Association at the time such expenses are incurred, except in such cases when the members of the Board of Governors or an officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Governors or the officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Governors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member of the Board of Governors or officer may be entitled, it being understood that the intention of this sub-article is to provide such member of the Board of Governors or officer with the full indemnification permitted by law. Association funds shall be used to purchase a policy or policies of insurance protecting the Association, the members of the Board of Governors and the officers of the Association against liabilities arising out of actions taken on behalf of the Association or by reason of such a person being or having been a member of the Board of Governors or an officer of the Association.

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4. OFFICERS:

4.1. The executive officers of the Association shall be a President, Vice President or Vice Presidents, Secretary and Treasurer, and if elected by the Board of Governors, Assistant Secretary and Assistant Treasurer. Any person may hold two or more offices except the office of President.

4.2. The President shall be the chief executive officer of the Association and shall preside at all meetings. He will have all of the powers and duties usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall be an ex-officio member of all committees.

4.3. The Vice President, in the absence or disability of the President, will exercise the powers and perform the duties of the President.

4.4. The Secretary will keep the Minutes of all meetings of the Governors and the members. He will attend to the giving and serving of all notices to the members and Governors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association.

4.5. The Assistant Secretary, in the absence or disability of the Secretary, will perform the duties of the Secretary.

4.6. The Treasurer, in performing his duties through the agents and employees of the Association, shall have the custody of all property of the Association, including funds, securities and evidence of indebtedness. He will be responsible to see that the books of the Association are kept in accordance with good accounting practices; shall cause to be prepared periodic financial reports to be presented to the Board of Governors; and will



perform all other duties incident to the office of Treasurer of the Association.

4.7. The Assistant Treasurer, in the absence or disability of the Treasurer, will perform the duties of the Treasurer.

4.8. No compensation shall be paid to the aforementioned officers of the Association for their services as an officer. Officers shall be reimbursed for their costs and expenses incurred while on Association business assuming that a majority of the Board of Governors approves of such costs and expenses.

5. FISCAL MANAGEMENT:

The Board of Governors shall adopt a budget for each fiscal year which shall include the estimated funds required in order for the Association to perform its functions properly.

5.1. Annual assessments shall be made by the Board of Governors against each lot located on the lands comprising Charleston Square, payable by the owners of each lot. Each such assessment shall be made in equal shares for each lot located in Charleston Square. Assessments shall be made for the calendar year annually in advance of the year for which the assessments are made. Such assessments shall be due within ten (10) days after the commencement of each fiscal year and shall be considered delinquent if not paid by the 1st day of February of each said year. If an annual assessment is not made by the Board of Governors as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that an annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Governors. The unpaid assessment for the remaining portion of any calendar year for which an amended assessment is made shall be due within thirty (30) days after its adoption by the Board of Governors.

5.2. The Association shall have a lien for delinquent assessments upon each lot in Charleston Square for the amount of the unpaid assessment together with interest at the rate of

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eighteen percent (18%) per annum from date the same became delinquent, and together with all costs of collecting such assessments, including reasonable attorneys' fees at trial and appellate levels, whether suit be brought or not. Additionally, the record owners of such lots shall be personally liable for all such assessments and expenses. The Association may take such action as the Board of Governors deems necessary to collect assessments and expenses by personal action against any owner, or by enforcing and foreclosing its lien, and may settle or compromise the same if in the best interests of the Association. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. Such liens shall be effective from and after the time of recording of the same in the public records of Indian River County, Florida. A claim of lien stating the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, shall constitute a valid lien until all sums secured thereby, including all costs of foreclosure or collection, whether suit be brought or not, shall have been fully paid. Upon demand the Association shall furnish to any owner or mortgagee or other interested person, a certificate showing the unpaid assessments against any lot in Charleston Square.

5.3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Governors.

5.4. An audit of the accounts of the Association shall be made annually and a copy of the audit report shall be available to each member as soon as practicable after the year for which the audit is made.

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6. PARLIAMENTARY RULES:

Roberta's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

7. AMENDMENTS:

These Bylaws may be amended by affirmative vote of not less than a majority of the entire membership of the Board of Governors, except that these Bylaws may not be amended to change the provisions of paragraph 5.1 hereof providing for annual assessments to be in equal shares for each lot without the unanimous consent of all lot owners and their mortgages.

8. ORDER OF NUMBER:

Reference herein made to gender or number shall be taken to mean masculine or feminine, singular or plural, whenever the context or circumstances so require.

The foregoing were adopted as the Bylaws of Charleston Square Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Governors of that Association held on the 26 day of September, 1984.

Will Keith Stinger  
Secretary

Approved:

Keith E. Stinger  
President