

Clerk's Note:  
Legibility of this document  
determined to be substandard

**CERTIFICATE OF AUTHENTICITY  
OF THE REVIVED  
DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS FOR  
BEAU RIVAGE ESTATES**

The undersigned, the President and Secretary of Beau Rivage Estates Homeowner's Association, Inc., do hereby certify that to the best of their knowledge and belief, the attached documents are true and accurate copies of the Revived Declaration of Covenants and Restrictions for Beau Rivage Estates as originally adopted by more than a majority of the Lot Owners. The Articles of Incorporation and Bylaws are attached as Attachments "C" and "D" respectively.

The original Revived Declaration of Restrictions and Protective Covenants for Beau Rivage Estates was recorded on August 2, 2012, in the official records of St. Lucie County, Florida at Official Records Book 3416, page 2997 et seq. On July 1, 2013, the property comprising Beau Rivage Estates was transferred from St. Lucie County to Martin County. The attached documents are being recorded to ensure that the documents are within the public records of Martin County Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 12 day of August, 2013.

**WITNESSES AS TO PRESIDENT:**

**BEAU RIVAGE ESTATES  
HOMEOWNER'S ASSOCIATION, INC.**

John Webb  
Printed Name: JOHN WEBB

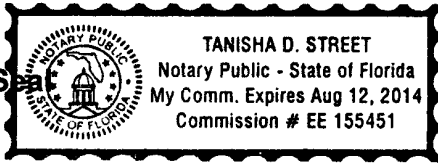
By: Sean Lavelle  
SEAN LAVELLE, President

[Signature]  
Printed Name: Janisha J. Street

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on August 12, 2013, by Sean Lavelle, as President of Beau Rivage Estates Homeowner's

Association, Inc. [ ] who is personally known to me, or [ ] who has produced identification [Type of Identification: FLDL].



Notarial Seal

TANISHA D. STREET  
Notary Public - State of Florida  
My Comm. Expires Aug 12, 2014  
Commission # EE 155451

Notary Public

**WITNESSES AS TO SECRETARY:**

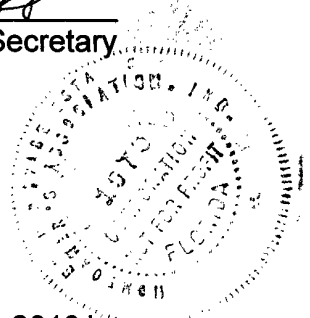
**BEAU RIVAGE ESTATES HOMEOWNER'S ASSOCIATION, INC.**

Regina Lavelle  
Printed Name: \_\_\_\_\_

By: Lynne E. Webb  
LYNNE E. WEBB, Secretary

Tanisha D. Street  
Printed Name: \_\_\_\_\_

**CORPORATE SEAL**



STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on August 12 2013 by Lynne E. Webb, as Secretary of Beau Rivage Estates Homeowner's Association, Inc. [ ] who is personally known to me, or [ ] who has produced identification [Type of Identification: FLDL].



Notarial Seal

TANISHA D. STREET  
Notary Public - State of Florida  
My Comm. Expires Aug 12, 2014  
Commission # EE 155451

Notary Public

RECORD\RETURN TO:  
Ross Earle & Bonan, P.A.  
Post Office Box 2401, Stuart, Florida 34995

**REVIVED  
DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS FOR  
BEAU RIVAGE ESTATES**

This Revived Declaration of Restrictions and Protective Covenants for Beau Rivage Estates has been approved for the purpose of reviving the Declaration originally recorded at Official Records Book 313, Page 9, et. seq., Public Records of St. Lucie County, Florida, and as amended at Official Records Book 316, Page 1044, and Book 1952, Page 844, Public Records of St. Lucie County, Florida.

KNOW ALL MEN BY THESE PRESENTS:

THAT, BEAU RIVAGE ESTATES DEVELOPMENT, INC., A Florida Corporation, the owner of all property described herein on Exhibit "A" attached hereto, situated in St. Lucie County, Florida, does hereby declare and submit said real property to the following covenants, restrictions, reservations, servitudes and easements which are hereby declared to be Covenants Running With The Land, and subject to which covenants the said property shall be held, transferred, sold, conveyed, encumbered, used and occupied.

**I**

**DEFINITION OF TERMS**

1. BEAU RIVAGE ESTATES: The words "Beau Rivage Estates" shall mean and refer to all of the real property described in Exhibit "A" attached hereto.
2. LOTS: The word "Lots" shall mean and refer to the thirty-one (31) separate parcels of land designated as Lots 1-26, Block "A" and Lots 1-5, Block "B", BEAU RIVAGE ESTATES, a subdivision according to the plat thereof file at Plat Book 20, Page 4, Public Records of St. Lucie County, Florida.

3. OWNER: The word "Owner" shall mean and refer to the owner of any fee simple interest in a Lot.

4. BLOCK "A" OWNER: The words "Block "A" Owner" shall mean and refer to the owner of any fee simple interest in a Lot situated in Block "A" of Beau Rivage Estates.

5. BLOCK "B" OWNER: The words "Block "B" Owner" shall mean and refer to the owner of any fee simple interest in a Lot situated in Block "B" of Beau Rivage Estates.

6. ASSOCIATION: The word "Association" shall mean and refer to Beau Rivage Estates Homeowners' Association, Inc., a Florida Corporation not-for-profit, the membership of which Association shall be comprised from time to time of Owner or Owners of the Lots, including Block "A" Owners and Block "B" Owners, and which Association is vested with certain rights, privileges, duties and obligations for the mutual protection and benefit of all members of the Association.

7. ARCHITECTURAL COMMITTEE: The words "Architectural Committee" shall mean and refer to the committee of three (3) natural persons designated and appointed to act and serve from time to time in the manner prescribed and with the powers and duties reserved herein and under the Bylaws of the Association, and who may designate a representative of the Committee or Association to act for it from time to time.

8. DEVELOPER: The word "Developer" shall mean and refer to Beau Rivage Estates Development, Inc., a Florida Corporation, or its successors or assigns.

9. PRIVATE ROADS: The words "Private Roads" shall mean and refer to those streets as set out in the plat of Beau Rivage Estates on file at Plat Book 20, Page 4, of the Public Records of St. Lucie County, Florida.

10. LAKE OF THE ESTATES: The words "Lake of the Estates" shall mean and refer to that certain parcel of real property described in Exhibit "B" attached hereto.

## II

### USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No Lot shall be used except for residential purposes in accordance with R-1A zoning requirements, pursuant to the St. Lucie County Zoning Ordinances, as the same are now in existence or as may be amended. No building shall be erected, altered, placed or permitted to remain on any Lot other than one unattached single-family residence, which shall have one attached garage for not more than three automobiles.

2. DWELLING QUALITY AND SIZE: The living area of all buildings constructed or erected on any Lot, exclusive of porches and garages, shall contain not less than One Thousand Five Hundred (1,500) square feet for a one-story dwelling and not less than One Thousand Eight Hundred (1,800) square feet for a building of more than one story. It is the intention and purpose of this covenant to assure that all buildings erected on Lots herein, shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted building size.

3. SETBACK LINES AND LOCATION OF BUILDINGS: No building shall be located on any Lot nearer than fifty-five (55) feet to the front of any Lot line nor to any side Lot line bordering a street or Private Road. No building shall be located nearer than twenty-five (25) feet to an interior side Lot line. No building shall be located nearer than twenty-five (25) feet to any rear Lot line. For the purposes of this covenant, eaves, steps, and open uncovered terraces, shall not be considered as a part of a building, provided, however, that any such structural portion cannot be located nearer than ten (10) feet to any Lot line.

4. LOT AREA: No building shall be erected or placed upon any Lot or any part thereof having a width of less than One Hundred (100) feet between the minimum building setback lines as enumerated herein, nor shall any building be erected or placed on any Lot or any part thereof, having a total area of less than Twenty One Thousand Seven Hundred Eighty (21,780) square feet. No building or other improvement shall be erected upon any more than one Lot nor shall any Lot at any time be subdivided.

5. COMMERCIAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS: No commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction of, repair of, or service to buildings on a Lot. No commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, trailers of any kind, campers or mobile homes shall be permitted to park on or near any Lot at any time unless kept fully enclosed inside a building. Furthermore, none of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

6. LANDSCAPING AND FILL: The developer encourages owners to enhance the landscaping of their Lots to their individual tastes; however, the elevation of a Lot shall not be changed by removing or adding fill so as to materially affect the surface elevation or grade of a Lot in relation to the adjoining or surrounding Lots and streets. Furthermore, there is reserved unto the Architectural Committee the duty, authority and power to require approval of any shrubbery in excess of three (3) feet in height and for the purpose of assuring that no landscaping disturbs or interferes with easements, utility lines, water mains, other public utility facilities, the Private Roads dedicated to the owners on the subdivision plat of Beau Rivage Estates or any other condition, restriction or covenant of this Declaration.

7. ANIMALS AND PETS: No animals, livestock, birds, poultry, fowl or insects of any kind, nature or description whatsoever, shall be kept, bred or maintained on any Lot or in any building or other structure erected on any Lot, whether temporary or permanent, excepting those animals or birds included within the term of "household pets" which are specifically permitted to be kept and maintained upon any Lot or building erected thereon for the pleasure of the occupant or owner, provided, however, that such household pet shall not create or become a nuisance or be kept or used for any commercial purpose whatsoever. All household pets, including cats and dogs, shall be leashed or otherwise contained at all times when outside any building on a Lot.

8. MISCELLANEOUS NUISANCES: No clotheslines, trash containers, water pumps or storage tanks shall be placed so that they are visible from the street or any other Lots in the subdivision. Concealment may be provided by such means as are approved by the Architectural Committee. No signs or other advertising displays shall be placed on any Lot or on or about any building or other structure situated on any Lot, without written approval of the Architectural Committee. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed, kept or suffered to remain on any Lot. In the event any Owner shall fail or refuse to keep his or her Lot free from weeds, underbrush, refuse piles or other unsightly growths or objects, after being notified by the Architectural Committee in writing to rectify same, then the Developer, Architectural Committee or the Association, through its agents, employees or contractors, may enter upon such Owner's Lot and remove or otherwise remedy such nuisance at the expense of the Owner and such entry shall not be deemed a trespass, intrusion or other illegal entry upon such Lot and in the event after such removal, an Owner refuses to pay for the expense

of same, the Association, Architectural Committee or Developer who paid for such removal shall be entitled to a lien against the Owner's Lot for the full amount paid for such removal, plus interest at the rate of eight (8) percent per annum, reasonable attorney's fees and costs and may file a notice of such lien in the public records of St. Lucie County, Florida.

9. WALLS AND FENCES: No boundary walls, fences, or boundary hedges in excess of three (3) feet in height shall be constructed on any Lot until the height, type, design and approximate location of same have been approved in writing by the Architectural Committee.

10. TAXES AND GOVERNMENT LIMITATIONS: Any conveyance of any Lot in Beau Rivage Estates shall be made subject to taxes and other assessments, if any, levied or assessed against such Lot in the year in which it is conveyed and shall also be subject to all restrictions and limitations imposed by any governmental authority and this Declaration.

11. WATER: In the event any governmental authority should require water installation and/or sanitary sewers and appurtenances in part of all of Beau Rivage Estates, each Owner shall pay his or her proportionate share or cost of same if assessed by such governmental authority.

12. TEMPORARY STRUCTURES: No structure of a temporary character, including, but not necessarily limited to, tents, trailers, sheds, unattached garages, barns, accessory or temporary buildings, or other out buildings, shall be permitted on any Lot at any time, either temporarily or permanently, without written consent of the Architectural Committee.

13. RENTALS: An Owner may rent his or her dwellings upon the condition that such Owner remain responsible to cause himself and his tenant to maintain and abide by all covenants and restrictions set forth herein. Any violations of this Declaration shall be corrected by an Owner within thirty (30) days after notification by the Association, prior to the Association or



any other Owner taking remedial action for the violation of this Declaration pursuant to the terms and provisions set forth otherwise herein.

14. MISCELLANEOUS RESTRICTIONS: No oil drilling, refining, quarrying or mining operations of any kind or nature whatsoever shall be permitted upon or in any Lot, nor shall there be erected, maintained, operated, carried on, permitted or conducted upon any Lot any thing or activity which shall be or become noxious or offensive or any annoyance or nuisance to the neighborhood or to any Owner or Owners of other Lots.

### III

#### EASEMENTS

The following easements covering all or portions of Beau Rivage Estates are hereby ratified, confirmed, created, granted and established, as the case may be:

1. An Easement is hereby created, granted and established in favor of the Association, its agents and employees, in, to, over and upon all portions of the Lots and Private Roads, other than any private dwellings situated on such Lots, for the purpose of maintaining and/or performing such duties and obligations, or exercising such rights and privileges as may be conferred upon the Association herein, or in its Articles of Incorporation or Bylaws.

2. A perpetual non-exclusive easement is created, granted and established in favor of the Owner of each and every Lot in Beau Rivage Estates, as an appurtenance to the Owner's fee title interest in such Lot, for the use and enjoyment of the Private Roads.

3. A perpetual right of ingress and egress to each Lot is hereby granted to delivery, pickup, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities, holders of mortgage liens on any of the Lots and over the Private Roads.

4. All easements, including but not necessarily limited to public utility and maintenance easements, as shown on the plat of Beau Rivage Estates, as filed at Plat Book 20, Page 4, Public Records of St. Lucie County, Florida, are hereby ratified and confirmed and, any claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary use or other inconvenience caused thereby against the developer or any utility company or municipality or any of its agents or servants, are hereby waived on behalf of each Owner.

#### IV

#### **THE ASSOCIATION**

The name of the Association shall be Beau Rivage Estates Homeowner's Association, Inc., a Florida Corporation Not-For-Profit. Its membership shall be comprised of the fee simple owner or owners of all of the Lots. The Association's purpose is to own, improve, maintain and operate the Private Roads, Lake of the Estates and other improvements and property in connection therewith, for the use and benefit of its members. In connection therewith, the Association shall own and hold its property and shall operate in accordance with the terms and conditions of its Articles of Incorporation and Bylaws, particularly with respect to, but not necessarily limited to, members equity, its power of assessment and voting rights.

#### V

#### **ARCHITECTURAL COMMITTEE OF THE ASSOCIATION**

The Architectural Committee is hereby granted the right and duty to approve or disapprove the plans and specifications of any building or other structure to be erected, placed, maintained, altered, remodeled or refinished, upon any Lot, and also with respect to any fence, wall, and hedge in excess of three (3) feet, which may be placed or maintained upon any Lot. In

connection therewith, the Architectural Committee shall operate pursuant to and be governed in its actions by the terms, conditions and restrictions set out in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

## VI

### **SCOPE, DURATION AND MODIFICATION OF DECLARATION**

1. The codes, restrictions, reservations, servitudes and easements imposed by this Declaration are intended to and shall constitute Covenants Running With the Land, as herein before stated, shall constitute an equitable servitude upon each Lot, and shall be binding upon the present and future Owner and/or Owners of each Lot or Lots, and their successors, legal representatives, administrators, and assigns, and their respective guests, invitees, employees and tenants.

2. These protective covenants shall be and remain in full force and effect until twenty-five (25) years from the date hereof, and shall be automatically continued without further notice for consecutive periods of ten (10) years, without limitation, unless three (3) months prior to the expiration of the original term hereof or of the expiration of any successive ten (10) year period thereafter, a written agreement shall be recorded in the public records of St. Lucie County, Florida, by the then Owner or Owners of not less than a majority of the Lots canceling or extinguishing this Declaration, in whole or in part, and all institutional lenders holding mortgages on the Lots.

3. Except as provided in Section II of this Article VI, the terms, provisions and conditions of this Declaration may only be modified, amended, waived, extinguished or rescinded, in whole or in part, by the recording of a written instrument or certified copy of a Resolution of the Association executed or adopted as the case may be, by two-thirds (2/3) of the

Block "A" owners and two-thirds (2/3) of the Block "B" owners, and all institutional lenders holding mortgages on such Lots.

4. If any of the provisions of this Declaration shall be in conflict with the provisions of the Articles of Incorporation or Bylaws of the Association, the provisions of said Articles of Incorporation and Bylaws of the Association shall be controlling.

5. So long as the Developer owns any Lot in BEAU RIVAGE ESTATES, it shall have the absolute right to make any amendments to this Declaration which are reasonably necessary to cause any institutional lender to accept a Lot as mortgage security for a loan by said lender.

6. Developer reserves the right to make non-material changes in this Declaration so long as it owns any of the Lots in BEAU RIVAGE ESTATES.

## VII

### **ENFORCEMENT**

In the event of a violation or breach of any of the covenants and restrictions set forth in this Declaration by any Owner or Owners or any person or entity claiming by, through or under the Developer, or any Owner or Owners, or by virtue of any judicial proceeding's, the Developer, Owner or Owners, Association and/or Architectural Committee, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages.

In such event, the Developer, Owner or Owners, Association and/or Architectural Committee shall be entitled to recover its costs and reasonable attorneys' fees incurred with respect to the enforcement. In addition to, and not in limitation of, the foregoing, the Developer or Association, shall have the right, after fifteen (15) days written notice to the respective Owner,

whenever there shall have been commenced or built on any Lot, any structure, wall, fence or hedge, which is in violation of this Declaration, to enter upon the Lot where such violation exists and summarily abate and remove the same at the expense of the Owner of such Lot, (such expense being included under the lien rights of the Association), and such entry and abatement or removal shall not be deemed a trespass or any other civil or criminal intrusion upon such Owner's property rights or privacy.

## VIII

### WAIVER AND SEVERABILITY

1. **WAIVER:** The failure to enforce any right, restriction, reservation or condition of this Declaration, or violation thereof, shall not, unless otherwise specifically set forth herein to the contrary be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not prevent, bar or otherwise affect its enforcement.

2. **SEVERABILITY:** In the event that any of the terms, provisions and covenants herein are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not affect, alter, modify or impair in any manner whatsoever any of the terms, provisions or covenants hereof or the remaining portion of any terms, provisions or covenants held to be partially invalid or unenforceable.

The legal descriptions and the current names of the Lot owners that will be subject to this document are listed on Attachment "A" attached hereto.

This Revived Declaration of Restrictions and Protective Covenants for Beau Rivage Estates has been approved by more than a majority of the Lot owners and the Department of

Economic Opportunity as required by Florida Statutes §720.406(2011). The letter of approval by the Department of Economic Opportunity is attached hereto as Attachment "B".

The Articles of Incorporation of the Association and amendment thereto are attached hereto as Attachment "C". The Bylaws of the Association ~~originally recorded at Official Records Book 1211, Page 1225, and amended at Official Records of St. Lucie County, Florida, and amended and restated at Official Book 2145, Page 960, public records of St. Lucie County, Florida~~ are attached hereto as Attachment "D".

The undersigned, Beau Rivage Estates Homeowners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Revived Declaration of Restrictions and Protective Covenants for Beau Rivage Estates and assumes the duties and obligations imposed upon the undersigned hereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this \_\_\_\_ day of \_\_\_\_, 2012.

**WITNESSES AS TO PRESIDENT:**

**BEAU RIVAGE ESTATES HOMEOWNERS ASSOCIATION, INC.**

John O. Webb  
Printed Name: JOHN O. WEBB

By: Sean Lavelle  
SEAN LAVELLE, President

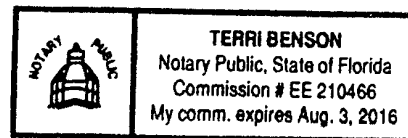
Lynne E. Webb  
Printed Name: LYNNE E. WEBB

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on July 25<sup>th</sup>, 2012, by Sean Lavelle, as President of Beau Rivage Estates Homeowners Association, Inc. [ ] who is personally known to me, or [  ] who has produced identification [Type of Identification: RA ].

Notarial Seal

[Signature]  
Notary Public



WITNESSES AS TO SECRETARY:

BEAU RIVAGE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

Regina Lavelle  
Printed Name: Regina Lavelle

By Lynne E. Webb  
Lynne E. Webb Secretary

Sean Lavelle  
Printed Name: SEAN LAVELLE

CORPORATE  
SEAL

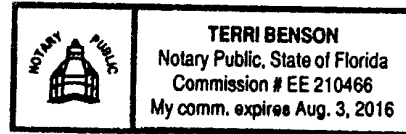
STATE OF FLORIDA  
COUNTY OF Martin . . .

The foregoing instrument was acknowledged before me on July 25<sup>th</sup>, 2012, by Lynne Webb, as Secretary of Beau Rivage Estates Homeowners Association, Inc. [ ] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

[Signature]

Notarial Seal

Notary Public



**EXHIBIT "A"**

Lots 1 through 26, inclusive, Block A, and Lots 1 through 5, inclusive, Block B, BEAU RIVAGE ESTATES, a subdivision according to the plat thereof filed in Plat Book 20, Page 4, Public Records of St. Lucie County, Florida.



**EXHIBIT "B"**

That certain parcel described as the Lake of the Estates and dedicated to Beau Rivage Estates Homeowner's Association, Inc., for the use of the owners of lots in Beau Rivage Estates, as particularly set forth in the plat of Beau Rivage Estates filed at Plat Book 20, Page 4, Public Records of St. Lucie County, Florida.

ATTACHMENT "A"

LEGAL DESCRIPTIONS  
AND  
CURRENT NAMES OF LOT OWNERS

All references to BLK and LOT are according to the Plat of Beau Rivage Estates as recorded in Plat Book 20, Page 4 in the Public Records of St. Lucie County, Florida.

LOT	OWNER NAME	ADDRESS	LEGAL DESCRIPTION
1	Laurie Sehlmeier	129 Wide River Cove	Lot 1, Block A
2	Ellen Keyes	131 Wide River Cove	Lot 2, Block A
3	Colleen Henson	133 Wide River Cove  13808 Clare Downs Way Rosemont, MN 55068	Lot 3, Block A
4	Jim & Mary Keyes	132 Wide River Cove	Lot 4, Block A
5	Paul & Terri Arnholt	130 Wide River Cove	Lot 5, Block A
6	Carmine Corte Mary Lou Favetta Joseph Corte	105 Cove View Road  33 Hazel Ave Livingston, NJ 07039	Lot 6, Block A
7	Todd Premerlani	129 Captiva Cove	Lot 7, Block A
8	Tom & Briana Conti	131 Captiva Cove	Lot 8, Block A
9	Lon & Pat Singleton	133 Captiva Cove	Lot 9, Block A
10	Brent & Dawn Bomer	132 Captiva Cove	Lot 10, Block A
11	Glenn & Lisa Perrone	130 Captiva Cove	Lot 11, Block A
12	Margaret Nicastrì	128 Captiva Cove	Lot 12, Block A
13	Charles & Kay Balciulis	129 Cove View	Lot 13, Block A
14	Jack & Monica Brackett	131 Cove View	Lot 14, Block A
15	Federal Home Loan Mortgage Corp.	133 Cove View Road  5000 Plano Pkwy Carrollton, TX 75010	Lot 15, Block A

16	Sean & Regina Lavelle	132 Cove View	Lot 16, Block A
17	Johnnie Hughes Christina Safford	130 Cove View	Lot 17, Block A
18	John & Wilma Cortazzo	128 Cove View	Lot 18, Block A
19	Bruce Shaw Maria Backnick	114 Cove View	Lot 19, Block A
20	David & Patricia Walkonen	112 Cove View	Lot 20, Block A
21	Christian & Colleen Cea	110 Cove View	Lot 21, Block A
22	Michael & Valerie Geever	108 Cove View	Lot 22, Block A
23	Yvonne Poling	106 Cove View	Lot 23, Block A
24	Chris & Faith Englund	104 Cove View	Lot 24, Block A
25	Jim Bilder	102 Cove View  300 Briarwood Drive Brewton, AL 36426	Lot 25, Block A
26	John & Lynne Webb	100 Cove View	Lot 26, Block A
27	Ben & Timmy Murray	135 Everglades Blvd	Lot 1, Block B
28	John & Lisa Grassam	133 Everglades Blvd	Lot 2, Block B
29	Douglas & Patricia Pelletier	131 Everglades Blvd	Lot 3, Block B
30	Jackie Kulas	129 Everglades Blvd	Lot 4, Block B
31	Richard & Doreen Sewell	127 Everglades Blvd	Lot 5, Block B

ATTACHMENT "B"

LETTER OF APPROVAL BY DEPARTMENT OF ECONOMIC OPPORTUNITY

Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT *of*  
ECONOMIC OPPORTUNITY

July 16, 2012

Elizabeth P. Bonan, Esquire  
Ross Earle & Bonan, P.A.  
Royal Palm Financial Center, Suite 101  
789 South Federal Highway  
Stuart, Florida 34994

RE: Beau Rivage Estates Homeowner's Association, Inc.  
Covenant Revitalization  
DEO-12-097

Dear Ms. Bonan:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Beau Rivage Estates Homeowner's Association, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Section 720.407(1), F.S., requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the homeowners' association with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), F.S., requires that the president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have those documents and this letter recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records.

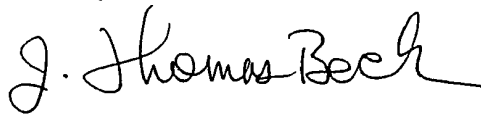
Florida Department of Economic Opportunity The Caldwell Building · 107 E. Madison Street Tallahassee, FL 32399-4120  
866.FLA.2345 850.245.7105 850.921.3223 Fax [www.FloridaJobs.org](http://www.FloridaJobs.org) [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711



If you have any questions concerning this matter, please contact Emily E. Eineman, Assistant General Counsel, at (850) 245-7155 or Paul Piller at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP  
Director, Division of Community Development

NOTICE OF RIGHTS

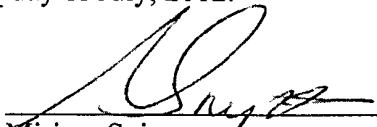
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BLDG., MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 16th day of July, 2012.

  
\_\_\_\_\_  
Miriam Snipes  
Agency Clerk

Elizabeth P. Bonan, Esquire  
DEO-12-097  
Page 3 of 3

By U.S. Mail:

Elizabeth P. Bonan, Esq.  
Ross Earle & Bonan, P.A.  
Royal Palm Financial Center, Suite 101  
789 South Federal Highway  
Stuart, Florida 34994

By Interoffice Delivery:

Emily E. Eineman  
Assistant General Counsel  
Department of Economic Opportunity  
Office of the General Counsel  
107 East Madison Street, MSC 110  
Tallahassee, Florida 32399-4128

Paul Piller  
Community Program Manager  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, Florida 32399-4210

ATTACHMENT "C"  
ARTICLES OF INCORPORATION  
AND AMENDMENT



748604

ARTICLES OF INCORPORATION

OF

BEAU RIVAGE ESTATES HOMEOWNER'S ASSOCIATION, INC.  
A Corporation Not for Profit Under the Laws of the State of Florida

Aug 27 2 00 PM '78  
FILED  
ST. LUCIE COUNTY, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes and do hereby adopt the following Articles of Incorporation for such Corporation and certify as follows:

ARTICLE I - NAME

The name of this Corporation shall be Beau Rivage Estates Homeowner's Association, Inc. (hereinafter called Association) with its initial office at 940 NE Commercial Street, Jensen Beach, Florida 33457.

ARTICLE II - PURPOSE

The purpose for which the Association is formed is to acquire, own, construct, improve, maintain and operate the residential community comprised of real property located in St. Lucie County, Florida, and hereinafter referred to as Beau Rivage Estates on a nonprofit basis, including the operation of the private roads, the Lake of the Estates and other structures and improvements which may now or hereafter be placed thereon and any personal property which may be necessary or convenient in, to or upon said property and building or buildings or other structures and improvements placed thereon, and to do and accomplish the duties and undertakings placed upon the Association pursuant to the terms and conditions of the Declaration of Restrictions

and Protective Covenants of Beau Rivage Estates governing the use, maintenance and management of Beau Rivage Estates for the use and benefit of the membership of the Association, and to conduct and transact all business necessary and proper in the management, operation and maintenance of Beau Rivage Estates. The activities of the Association will be financed by assessments against members as provided in the said Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III - MEMBERSHIP

Every person or entity who is an owner of a fee or undivided fee interest in any lot in Beau Rivage Estates shall automatically become members of the Association upon the acquisition of such interest. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association and shall automatically terminate when such person or entity is no longer the owner of a lot which is subject to assessment by the Association.

ARTICLE IV - DURATION

The Association shall have perpetual existence commencing on the date of approval and filing of these Articles.

ARTICLE V - INCORPORATORS

The names and addresses of the subscribers of these Articles of Incorporation are as follows: Jack A. Raisch, 940 NE Commercial Street, Jensen Beach, Florida 33457, George Enot, Jr., 940 NE Commercial Street, Jensen Beach, Florida 33457 and Frederick William Feldt, Jr., 940 NE Commercial Street, Jensen Beach, Florida 33457.

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ARTICLE VI - MANU

ASSOCIATION

The affairs of the Ass. be managed by a Board of Directors which shall elect a President, Vice President, Secretary, and Treasurer, and such assistants as may be desirable. Directors of the Association shall be elected at the annual meeting of the membership, and officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the membership as provided in the Bylaws of the Association. The names of the officers who are to serve until the first election of officers are as follows: Jack A. Raisch--President; Frederick William Feldt, Jr.,--Vice President; George Enot, Jr.,--Secretary/Treasurer.

ARTICLE VII - BOARD OF DIRECTORS

The Board of Directors of the Association shall consist of not less than three (3) Directors, the exact number of Directors to be determined by the Bylaws of the Association. The first Board of Directors of the Association shall serve until the first annual meeting of the members of the Association and shall consist of three (3) Directors whose names and addresses are as follows: Jack A. Raisch, 940 NE Commercial Street, Jensen Beach, Florida 33457, George Enot, Jr., 940 NE Commercial Street, Jensen Beach, Florida 33457 and Frederick William Feldt, Jr., 940 NE Commercial Street, Jensen Beach, Florida 33457.

The Developer, Beau Rivage Estates Development, Inc., a Florida Corporation, as such term is defined in the said Declaration, at any time, without cause, shall have the right to replace any Director until the first annual meeting of the membership.

ARTICLE VIII - BYLAWS

The Bylaws of the Association may be made, altered or rescinded at any annual meeting of the Association or at any special meeting duly called for such purpose, on affirmative vote of two-thirds (2/3) of the Block "A" Owners, as such term is defined in the aforesaid Declaration, on affirmative vote of two-thirds (2/3) of the Block "B" Owners, as such term is defined in the aforesaid Declaration, making up each class of members existing at the time of such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX - AMENDMENT

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on affirmative vote of two-thirds (2/3) of the Block "A" Owners, as such term is defined in the aforesaid Declaration, on affirmative vote of two-thirds (2/3) of the Block "B" Owners, as such term is defined in the aforesaid Declaration, making up each class of members existing at the time of such meeting, and provided further that such amendment has been first approved by not less than a majority vote of the Board of Directors of the Association. Prior to the first annual meeting of the membership, these Articles of Incorporation may be amended by a majority vote of the Board of Directors.

ARTICLE X - VOTING RIGHTS OF MEMBERS

The Association shall have two (2) classes of voting members which shall be as follows:

CLASS A Class A members shall be all owners with the exception of the developer, as such term is defined in the aforesaid Declaration, and such Class A members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members of the Association, however, the vote for such parcel shall be executed as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by a Class A member.

CLASS B: Class B members shall be the developer, as such term is defined in the aforesaid Declaration and shall be entitled to five (5) votes for each lot owned. The Class B memberships shall cease and be converted to Class A membership at such time as the number of votes of Class A members exceeds the number of votes of Class B members.

#### ARTICLE XI - ADDITIONAL AUTHORITY OF ASSOCIATION

In order to give effect to the purpose for which this Corporation is organized, and in addition to other powers and authority granted in like corporations by law, and not by way of limitation, the Association shall have the following expressed powers:

To perform all duties and functions as required by these Articles of Incorporation, the Bylaws of the Association, any and all Declarations of Restrictions and Protective Covenants for Beau Rivage Estates, other rules and regulations promulgated by the Association, and such additional duties and functions as may be necessary or desirable in carrying the objectives of the Association.

#### ARTICLE XII - DISSOLUTION

On dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In

the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, organized and operated for such similar purposes.

IN WITNESS WHEREOF, the subscribers have affixed hereto their hands and seals this 27<sup>th</sup> day of July, 1979.

Jack A. Raisch  
JACK A. RAISCH

Frederick William Feldt Jr  
FREDERICK WILLIAM FELDT, JR.

George Enot, Jr.  
GEORGE ENOT, JR.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared Jack A. Raisch, Frederick William Feldt, Jr., and George Enot, Jr., who after being duly sworn acknowledge that they executed the foregoing Articles of Incorporation of Beau Rivage Estates Homeowner's Association, Inc., for the expressed purposes therein set forth.

Dated at Ft. Pierce, St. Lucie County, Florida, this 27<sup>th</sup> day of July, 1979.

Verna Fuller  
Notary Public  
State of Florida at Large

My Commission Expires: 11-28-1980

A-1

CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR SERVICE OF PROCESS WITHIN THIS  
STATE, NAMING AGENT UPON WHOM SERVICE MAY BE SERVED

FILED  
AUG 27 2 00 PM '79  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following  
is submitted in compliance with said Act:

THAT BEAU RIVAGE ESTATES HOMEOWNER'S ASSOCIATION, INC., desiring  
to organize as a corporation not for profit under the laws of the  
State of Florida with its office at 940 NE Commercial Street, Jensen  
Beach, Florida, has named Jack A. Raisch whose address is 940 NE  
Commercial Street, Jensen Beach, Florida 33457, as its agent to accept  
service of process within this State.

Dated at Pt. Pierce, St. Lucie County, Florida, this 27<sup>th</sup> day of  
July, 1979.

Jack A. Raisch  
Jack A. Raisch, Subscriber

Frederick William Feldt Jr.  
Frederick William Feldt, Jr., Subscriber

George Enot, Jr.  
George Enot, Jr., Subscriber

ACCEPTANCE

Having been named to accept service of process for the above stated  
Corporation, at the place designated in the aforesaid Certificate, I hereby  
accept to act in this capacity and agree to comply with the provision of  
said act relative to keeping open said office.

Jack A. Raisch  
Jack A. Raisch

Date 7-27-79

CERTIFICATE OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF BEAU RIVAGE ESTATES HOMEOWNER'S ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

Jack A. Raisch and George Enot, Jr., certify

that:

1. They are the President and Secretary respectively of Beau Rivage Estates Homeowner's Association, Inc. a Florida Corporation Not for Profit.

2. At a meeting of the Board of Directors of said Corporation held at 940 NE Commercial Street, Jensen Beach, Florida, on the 24th day of August, 1979, the following Resolution amending the Articles of Incorporation of said Corporation was adopted:

RESOLVED, that Articles VIII and IX of Beau Rivage Estates Homeowner's Association, Inc., a Florida Corporation Not For Profit, shall be and the same is hereby amended to read as follows:

ARTICLE VIII - BYLAWS

The Bylaws of the Association may be made, altered or rescinded at any annual meeting of the Association or at any special meeting duly called for such purpose, on affirmative vote of two-thirds (2/3) of the Block "A" Owners, as such term is defined in the aforesaid Declaration and on affirmative vote of two-thirds (2/3) of the Block "B" Owners, as such term is defined in the aforesaid Declaration, making up each class of members existing at the time of such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX - AMENDMENT

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on affirmative vote of two-thirds (2/3) of the Block "A" Owners, as such term is defined in the aforesaid Declaration and on affirmative vote of two-thirds (2/3) of the Block "B" Owners, as such term is defined in the aforesaid Declaration, making up each class of members existing at the time of



such meeting, and provided further that such amendment has been first approved by not less than a majority vote of the Board of Directors of the Association.

3. At the time and place of said meeting of the Board of Directors of the Corporation, there were three Directors of the Corporation, all of which were present and voting at said meeting and the number voting in favor of said Resolution was three and the number voting against said Resolution was zero.

4. The members of the Corporation have adopted the above-referenced Resolution amending the Articles of Incorporation of the said Corporation at a meeting held by the members on the 24th day of August, 1979, at which a quorum was present, held at 940 NE Commercial Street, Jensen Beach, Florida.

5. At the date and time of the said meeting of the members, there were no Class "A" members of the Corporation as the same is defined in the Articles of Incorporation of this Corporation and there was only one Class "B" member, as the same is defined in the Articles of Incorporation of this Corporation, and said member voted in favor of the Amendment of the Articles of Incorporation as set forth in the terms of the Resolution specified previously in preceding Paragraph 2 herein.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Certificate of Incorporation this 24th day of August, 1979.

BEAU RIVAGE ESTATES HOMEOWNER'S  
ASSOCIATION, INC., a Florida  
Corporation Not For Profit

By: Jack A. Raisch  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF

BEFORE ME, the undersigned authority being a  
Notary Public duly authorized to take acknowledgments in  
the State and County last aforesaid, personally appeared  
JACK A. RAISCH and GEORGE ENOT, JR., to me known to be  
the President and Secretary respectively, of Beau Rivage  
Estates Homeowner's Association, Inc., who executed the  
foregoing Certificate of Amendment of Articles of Incorporation  
before me and acknowledged before me that they executed the  
same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand  
and seal in the County and State last aforesaid this 26th  
day of August, 1979.

Verna Fielder  
Notary Public  
State of Florida

My commission expires: 11-28-1980

ATTACHMENT "D"

BYLAWS

BYLAWS OF  
BEAU RIVAGE ESTATES HOMEOWNER'S ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE I - GENERAL

SECTION I.

The name of the Corporation shall be Beau Rivage Estates Homeowner's Association, Inc., which herein shall be referred to as the Association.

SECTION II.

The principal office shall be located at 940 NE Commercial Street, Jensen Beach, Florida 33457, or at such other place as may be subsequently designated by the Board of Directors.

SECTION III.

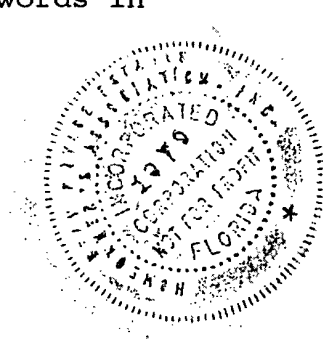
Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

SECTION IV.

The fiscal year of the Association shall be the calendar year, or such other time as may be determined by the Board of Directors.

SECTION V.

The seal of the Association shall bear the following words in accordance with the impression which follows:



SECTION VI.

This Association has been organized for the purpose of managing, operating and maintaining a residential community known as Beau Rivage Estates, located in St. Lucie County, Florida, and owning in connection

therewith, certain property for the use and benefit of the members of the Association, as provided for in the Declaration of Restrictions and Protective Covenants for Beau Rivage Estates and the Articles of Incorporation for the Association, governing such use, maintenance, management and ownership.

#### ARTICLE II - MEMBERSHIP

##### Section I.

All owners of lots not owned by the Association, shall automatically become members of the Association upon the acquisition of their ownership interest in a lot of Beau Rivage Estates. Transfer of ownership interest in a lot not owned by the Association, either voluntary or by operation of law, shall automatically terminate the membership in the Association of the prior owner or owners of such interest.

#### ARTICLE III - MEETING OF MEMBERS

##### Section I.

The First Annual Meeting of the members of Association shall be held on the 21 day of December, 1980, at 2:00 o'clock P.M., or at such other time as the Board of Directors of the Association may determine, at the principal office of the Association at 940 N.E. Commercial Street, Jensen Beach, Florida, or at such other designated place. Thereafter, the annual meeting of the members shall be held on the first SUNDAY in the month of DECEMBER of each year at the principal office of the Association at 2:00 o'clock P.M., or at such other designated place as the Directors may decide upon. At each such annual meeting, the members shall elect the Directors to

serve until their successor shall be elected and qualified.

Section II.

Special meetings of the members of the Association may be called at any time by the President, or in his absence, the Vice-President of the Association, or by a majority of the members of the Board of Directors of the Association; or by a majority of the members of the Association. It shall be the duty of the Directors, President and Vice-President to call such a meeting whenever so requested by the members of the Association constituting a majority of the outstanding ownership interest.

Section III.

Notice of the time and place of all annual meetings shall be mailed by the Secretary to each member of the Association not less than 10 days before the date hereof.

Section IV.

Notice of the time and place of all special meetings of the Association shall be mailed by the Secretary to each member not less than 7 days before the date thereof.

Section V.

The President or in his absence the Vice President shall preside at all meetings.

Section VI.

At every such meeting, each owner of a lot in Beau Rivage Estates, not owned by the Association, shall be entitled to cast one vote for each such lot. Votes may be cast either in person or by proxy. All

proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the minutes of the meeting.

Section VII.

Each vote may be cast for as many persons as there are Directors to be elected. If a lot not owned by the Association is held jointly by more than one owner, the joint owners shall file with the Secretary of the Association, the name of the joint owner or proxy authorized to cast the vote. If a lot not owned by the Association is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation, which designation shall be filed with the Secretary of the Association before the meeting.

Section VIII.

A quorum for the transaction of business at any such meeting of the members shall consist of a majority of the owners of the lots in Beau Rivage Estates; however, the members present at any meeting though less than quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the votes present in person or represented by a written proxy, shall decide any questions brought before the meeting, unless the question is one which by express provision of applicable statute, the said Declaration of Restrictions and Protective Covenants, the Articles of Incorporation with the Bylaws of this Association, a different vote is required, in which case such expressed provision shall govern and control the determination of such question.

Section IX.

A complete list of the members entitled to vote at each annual or special meeting of the members shall be furnished and certified by the Secretary of the Association and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV - BOARD OF DIRECTORS

Section I.

The business and property of the Association shall be managed by a Board of not less than three (3) Directors. The initial Board of Directors shall consist of three members. Thereafter, the members of the Association may increase the number of Directors of the Association, but the number shall never be less than three. In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement until the next regular election. Notwithstanding anything said above, in the event of a vacancy in the Board of Directors prior to the first annual meeting of the membership, the Developer, Beau Rivage Estates Development, Inc., a Florida Corporation, shall have the right to appoint a replacement Director.

Section II.

The annual meeting of the Directors shall be held at the same place as the members' annual meeting, immediately after the adjournment of the members' annual meeting.



### Section III.

Special meetings of the Board of Directors may be held at such place and time as the Board may designate. Such meetings may be called by the President and in his absence by the Vice-President, or by any two (2) members of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without notice of any time and place.

### Section IV.

Notice of all regular and special meetings shall be mailed to each Director by the Secretary at least five days previous to the time fixed for the meeting, unless notice of same is waived by all members of the Board of Directors. All notices of special meetings shall state the purpose thereof.

### Section V.

A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of Board; but a majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future time. The approval of minutes by the execution of same by a Director shall constitute his presence for the purpose of determining a quorum.

### Section VI.

The Directors shall elect by a majority vote, the officers of the corporation at the Directors' annual meeting. All officers shall be elected by the Directors. All officers except the Secretary and

Treasurer and their respective assistants, if any, shall be elected from the members of the Board of Directors. The Secretary and Treasurer, may, but do not have to be members of the Board of Directors. An officer may be removed at any time by a majority vote of all Association members present at an annual or special meeting of the membership called for the purpose of considering such removal.

Section VII.

The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Association during the interim meetings of the Board. Executive Committee shall keep records of its meetings.

Section VIII.

Directors or officers shall receive no compensation for their services in such capacity, but a Director or Officer shall not be precluded from receiving compensation for any services rendered to the Association in another capacity.

Section IX.

At each annual meeting of the membership, the Director shall submit a statement of the business transacted during the preceding year, together with a report of the general financial conditions of the Association, and of the conditions of its tangible property.

Section X.

Directors shall have such additional powers and authority as provided in these Bylaws and as are conferred by the Articles of

Incorporation of this Association, the laws of the State of Florida, the Declaration of Restrictions and Protective Covenants for Beau Rivage Estates governing the use, enjoyment and maintenance of Beau Rivage Estates.

ARTICLE V - OFFICERS

Section I.

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected annually by the Board of Directors and shall hold office until their successors are duly elected and qualified or until such time as they resign or are removed in accordance with Article IV. In the event an officer shall fail to serve, the Board of Directors shall elect a replacement officer until the next annual election of officers. One person may hold simultaneously two offices, except that the office of President and Secretary shall be held by two separate persons.

Section II.

The President shall preside at all Directors and members meetings, and shall have general supervision over the other officers. He shall sign all membership cards and shall execute all contracts, agreements, obligations of the Association; except, however, as such authority may otherwise be delegated by a resolution of the Board of Directors; and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice President.

Section III.

The Secretary shall issue notices of all Directors and members meetings and shall attend and keep minutes of same; shall charge of all corporate books, records and papers; shall be custodian of the corporation's seal; shall attest with his or her signature and impress with the corporate seal, all membership cards; and shall perform all other duties as are incident to his or her office.

Section IV.

The Treasurer shall have custody of all money and securities of the Association and shall give bond in such sum and with securities as the Directors may require, conditioned upon the faithful performance of the duties of this office. The treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all monies and other valuable effects in the name of and to the credit of, the Association, such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Association as ordered by the Board; and shall perform all other duties as are incident to this office.

ARTICLE VI - INSPECTION OF BOOKS AND ACCOUNTS

Section I.

The books, accounts and records of the Association shall be opened to inspection by members of the Board of Directors and members of the Association at all reasonable times.

ARTICLE VII - NOTICES

Section I.

All notices required by these Bylaws shall be in writing and shall be deposited in the U.S. Mail properly addressed to the last known post office address of the person entitled to such notice and shall be sent by first class mail.

Section II.

Any notices required herein may be waived in writing by the addressee of same.

ARTICLE VIII - MANAGEMENT, OPERATION  
AND MAINTENANCE OF BEAU RIVAGE ESTATES.

Section I General.

The Board of Directors shall exercise all powers and duties as of the Association/provided in these Bylaws, the Articles of Incorporation, and in said Declaration, governing the use, enjoyment and maintenance of Beau Rivage Estates, and by the laws of the State of Florida.

Section II Assessments.

In order that the Association may provide for and pay the cost of ownership, maintenance, operation, improvement and management of its property, including reconstruction after damage or destruction to all or a portion thereof, and including the payment of principal, interest, and other expenses which may be required on any mortgage, pledge or hypothecation of any of the assets of the Association, and to accomplish all of the purposes of the Association as set forth in the Articles of

Incorporation and Bylaws, and in this Declaration, the Association shall have the right and authority to make, levy and collect assessments, to pay its said costs and expenses against members of the Association in their respective Lots; said levy, assessment, and collection thereof to be operative and binding upon all of the owners of Lots as follows:

a) Except with respect to the costs and expense incurred by the Association with respect to the ownership, maintenance, operation, improvement and management of the private roads, the Association shall levy an uniform assessment against each owner to cover the costs of ownership, maintenance, operation, improvement and management of all other property and duties and obligations of the Association, which levy shall be made on the following basis:

Each ownershall bear onethirty first (1/31st) of the total assessment.

b) All assessments calculated to cover the costs and expense incurred by the Association with respect to the ownership, maintenance, operation, improvement and management of the private roads, shall be levied only against Block "A" Owners (The definition of a "Block A Owner" shall mean and refer to the owner of any fee simple interest in a Lot situated in Block "A" of Beau Rivage Estates.) and shall not be levied in any manner against Block "B" Owners (The definition of a "Block B Owner" shall mean and refer to the owner of any fee simple interest in a Lot situated in Block "B" of Beau Rivage Estates). Such Private Road assessments shall be uniform as to all Block "A" Owners and shall be levied against the Block "A" Owners on the following basis:

Each Block "A" Owner shall bear one twenty sixth (1/26th) of the total Private Road assessment.

c) The assessments levied against the owners of the Lots, as set forth above, and each Lot shall be payable in annual, quarterly or monthly installments, or in such other installments or at such time as may be determined by the Board of Directors of the Association.

d) The Board of Directors of the Association shall establish an annual budget in advance for each physical year and such budget shall project all expenses for the forthcoming year which may be required for the proper maintenance, operation, improvement, management and ownership of the property of the Association, and performance of all other duties and obligations imposed upon it, or undertake and buy it, pertaining to the Lots, which may include a reasonable allowance for contingencies as may be established and determined by said Board of Directors. Such budget shall take into account projected and anticipated income, if any, which is to be applied in reduction of the amounts required to be collected as assessments each year. Such budget, without limiting the generality of the foregoing authorizations, shall include the amounts required to pay real estate and personal property taxes, public liability and casualty insurance, management employee's salaries, repairs, utilities, office expense, legal expense, accounting expense, landscaping, principal and interest, and other expenses which may become due and payable during any year on any borrowing by the Association, paving or other maintenance of private roads and maintenance of lawns and landscaping of Lots, which may be contracted for by the Association, and may include betterments, improvements or replacement of personal property.

e) Should the Board of Directors at any time determine in their sole discretion, or in the event of an emergency, that the assessments levied are or may prove to be insufficient to pay expenses of the Association, the Board of Directors shall have the authority to levy such additional assessment or assessments, as it shall deem necessary on a uniform basis as set forth previously in Subparagraphs a and b, and to establish the time and manner for payment of such additional or special assessments.

f) Upon the adoption of the annual budget by the Board of Directors, copies thereof shall be delivered to all members of the Association, although the delivery of a copy to each member shall not effect the liability of each member for assessments based upon such budget.

g) The funds, assets and property of the Association shall be treated as the separate property of the Association and applied to the payment of any expense of owing, maintaining, operating, improving or managing the Association's property, or the properly undertaking of all acts and duties imposed upon the Association, and such funds, assets and property shall be held, used and expended by the Association solely for the benefit of its membership.

h) No Owner of any Lot may exempt himself from liability for any assessment or assessments levied against him or his Lot by waiver of the use and enjoyment of the property of the Association held for the use and enjoyment, or benefit, of all members of the Association or by abandonment of his Lot or in any other way.



i) The Owner or Owners of any Lot or Lots, shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, whether regular or special, which may be levied by the Association while such party or parties are the owner or owners of a Lot or Lots. In the event such Owner of any Lot is in default payment of any assessment or installment thereof, owed to the Association, such owner or owners shall be personally liable, jointly and severally, for the interest on such delinquent assessment or installment thereof, at the rate of ten (10%) percent per annum, until such delinquent assessment or installment thereof, and said interest is fully paid, and shall also be personally liable, jointly and severally, for all costs of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

j) In addition to any and all of the other remedies which may be afforded to the Association in the Articles of Incorporation and Bylaws, or this Declaration, or under applicable laws of the State of Florida, in order to protect and preserve the interests of all members of the Association, the Association is hereby granted a lien upon each Lot to secure moneys due for all assessments, regular or special, for or hereafter levied against the Owner or Owners of each Lot, which lien shall also secure interest, if any, on delinquent assessment or installments thereof, and all costs for expenses, including a reasonable attorney's fee which may be incurred by the Association in enforcing this lien against each Lot. 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, and the Association shall be entitled to appoint of a Receiver for any Lot as a matter of right and the lien granted to the Association shall secure all advances made by the Association to protect and preserve its lien and interest on all such advances at ten (10%) percent per annum. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of a Lot or who may be given or acquire a mortgage lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire the interest in any Lot, subject to such lien.

k) The lien herein granted to the Association shall be effective from and after the time of recording in the public records of St. Lucie County, Florida, of a Claim of Lien stating the description of the Lot encumbered thereby, the name of the record owner, the amount of any delinquent assessment or assessments and the date when due, and the lien shall continue in force and effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such lien shall further secure all additional assessments which may become due and payable subsequent to the recording of any claim of lien. Any such claim of lien shall be signed and verified by an officer or agent of the Association and shall be duly satisfied of record upon full payment of the sum secured thereby. The claim of lien filed by the Association shall be subordinate to any lien of any mortgage or other lien recorded prior to the time of recording Association's claim of lien.

1) In the event that any institutional lender shall acquire title to any Lot by virtue of any foreclosure or judicial sale, or Deed in lieu of foreclosure, such institutional lender so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Lot subsequent to the date of acquisition of such title and shall not be liable for payment of any delinquent assessments at the time it acquired such title. An institutional lender as used herein, shall be defined as a state or national bank, a federal or state savings and loan association, an insurance company or the Developer.

m) Whenever any home or any Lot may be sold, leased or mortgaged by the owner thereof, upon written request of the owner of such Lot, the Association shall furnish to the proposed purchaser, mortgagee or lessee, a statement verifying the status of the payment of any assessment on such Lot, and any purchaser, mortgagee or lessee may rely upon such statement in concluding the proposed sale, mortgage or lease transaction and the Association shall be bound by such statement.

n) In any voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor, but a Deed in lieu of foreclosure of any mortgage or other lien shall not be a voluntary conveyance under this subsection.

o) Institution of a suit at law to attempt to affect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter or simultaneously seeking enforcement of the collection of any sums remaining owing to it by foreclosure of its lien, nor shall any preceeding by foreclosure to attempt to affect such collection be deemed be an election precluding the subsequent or simultaneous institution of a suit at law to attempt to affect collection of any sums then remaining owing to the Association.

#### Section III Assessment Records.

Complete assessment records shall be maintained for the account of the owners of each Lot not owned by the Association, showing the name and address of each owner thereof, the amount of each assessment against each owner, the due dates of each assessment, the amounts paid on the account and any balance due.

#### Section IV Management.

The Board of Directors shall have the power and authority to engage the services of all personnel necessary for the maintenance, operation and management of all of Beau Rivage Estates, including the right and power to employ attorneys, accountants, contractors and other personnel and/or the Board of Directors may contract for professional management, in which event the Board may assign and delegate the entire management responsibility of the Association, reserving, however, such supervisory control as it deems necessary.

Section V Assessment Exception for Developer.

Any lot owned by the Developer, Beau Rivage Estates Development, Inc., a Florida Corporation, shall not be subject to any assessment provided for under said Declaration, the Articles of Incorporation or these Bylaws of the Association.

ARTICLE IX - ARCHITECTURAL COMMITTEE OF THE ASSOCIATION

Section I Membership:

The Architectural Committee of the Association shall be comprised of three (3) natural persons designated and appointed to act and serve as the members of the Architectural Committee by the Board of Directors of the Association. The members shall serve at the pleasure of the Board of Directors for a period of one year. In the event of the removal or resignation of a member of the Architectural Committee, the Board of Directors of the Association shall elect a replacement member to serve for the remaining term of the former member.

Section II Compensation.

Neither the members of the Architectural Committee nor any designated representative, shall be entitled to any compensation for service performed hereunder, although this covenant shall not bar the payment of reasonable compensation to the members of the Architectural Committee or reimbursement of their out-of-pocket expenses, if the Association in its sole discretion so desires.

Section III Duties.

The Architectural Committee shall have the right to approve or disapprove the plans and specifications for any building or other structure

to be constructed, erected or placed or maintained upon any Lot or any parcel thereof, and shall have the right to approve or disapprove the plans and specifications for any alteration, change, remodeling, painting or refinishing of any such building whether a private dwelling or otherwise, or connected structures, and shall have the right to approve or disapprove the kind, size and location of any fence, wall or hedge which may be placed or maintained upon any Lot in Beau Rivage Estates. In exercising its prerogatives, the Architectural Committee may withhold it's approval for purely esthetic reasons, it being intended that the dignity, good taste in concept with which Beau Rivage Estates, as originally developed, shall be maintained, and the approval or disapproval may extend to location of any private dwelling or connected structure or structures upon any Lot, quality or workmanship and suitability of materials, harmony of exterior design and color with existing structure or structures, in other similar matters. However, once any building, private dwelling or other connected structures, fence, wall or hedge, has been approved by the Architectural Committee, and should the same be thereafter lost, damaged or destroyed, then the same may be reconstructed or replaced by a building, private dwelling or connected structure, fence, wall or hedge of like kind, quality, character, color and finish as that existing before such loss, damage or destruction without requiring the approval of the Architectural Committee.

#### Section IV Operating Procedure.

Prior to any building, private dwelling or connected structures,

fence, wall or hedge, being constructed, erected, placed or maintained upon any Lot, or any exterior alterations, addition, changing, repairing, remodeling or painting of any such building, private dwelling or connected structures, the plans and specifications therefore shall be submitted to the Architectural Committee, together with such detailed plot plan or other information as may be necessary to fully inform the Architectural Committee of the matters intended to be done or accomplished on the premises together with the Owners written request for approval thereof. All plans and specifications, or other work, shall at all times meet the minimum criteria established by the Building Codes and Regulations of the County of St. Lucie, other governmental authorities having jurisdiction over the property, restrictions of record and restrictions contained in this Declaration. The Architectural Committee's approval or disapproval as required herein, shall be in writing, and may be further endorsed upon two sets of plans and specifications, one of which may be retained by Architectural Committee and the other of which may be returned to the person seeking it's approval. Any work to be undertaken after approval by the Architectural Committee, shall be done solely in strict compliance with the said approval, and any conditions thereof, and with the plans and specifications and other data submitted to the Architectural Committee, and not otherwise. If disapproval or written approval of any written request by an Owner is not given in writing by the Architectural Committee to the Owner within thirty (30) days from receipt or request and submission of all proper plans and specifications and other documentation required by the Architectural Committee, it

shall be conclusively deemed that the request is approved, subject to the Owner complying with the restrictions contained in this Declaration and with the Building Codes and Regulations of the County of St. Lucie and other governmental authorities having jurisdiction over the Owner's property.

#### Section V Enforcement.

The Architectural Committee and/or the Association shall have the absolute right to enforce compliance with the provisions of this Declaration pertaining to the Architectural Committee by injunctive remedy or other remedy which may be available to it hereunder or under the laws of the State of Florida, and if any such suit is successful, the the Owner or Owners of any Lot or Lots who are parties defendant in any such suit shall pay all costs of such suit, including a reasonable attorney's fee for the attorney acting for and on behalf of the Association and/or the Architectural Committee. In any event, any and all loss, damage, costs and expense which may be suffered by the Owner or Owners of any Lot by reason of his failure to comply with the Articles of Provision hereof shall be borne and paid by such Owner or Owners.

#### Section VI Certificates of Approval.

The written approval of the Architectural Committee, which shall be in writing may be signed for said Committee by any member thereof, or by the designated representative of the Architectural Committee, and such certificate shall be in recordable form whenever requested by the Owner or Owners of any Lot or Lots.



ARTICLE X - AUTHORITY AND RIGHTS  
OF BEAU RIVAGE ESTATES DEVELOPMENT, INC.

The Developer, Beau Rivage Estates Development, Inc., has reserved to itself and its designated agents, certain rights and responsibilities in order to allow the complete development of Beau Rivage Estates in the harmonious manner originally contemplated by the Developer. Such reservations are contained in the Articles of Incorporation and the said Declaration. Therefore, any provision of these Bylaws and the Articles of Incorporation of the Association and the provisions of said Declaration, which are in conflict with the provisions hereof for the benefit of the Developer, shall be superseded by such provision or provisions for the benefit of the Developer.

ARTICLE XI - AMENDMENTS

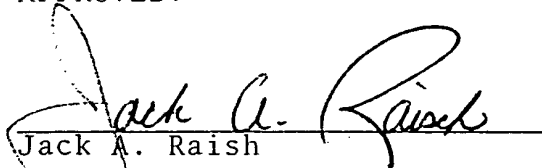
Amendments to these Bylaws may be made by an affirmative vote of two-thirds (2/3) of the Block "A" Owners, as such term is defined in the aforesaid Declaration and an affirmative vote of two-thirds (2/3) of the Block "B" owners, as such term is defined in the aforesaid Declaration, making up each class of members of the Association existing at that time. Amendments may be made at the annual meeting of said members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No amendment may be made which would in any way limit or interfere with the authority and control of the Developer as herein provided.

Notwithstanding the above, until the first annual meeting of the members, the Board of Directors of the Association shall have the power and authority to amend these Bylaws.

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted at the first meeting of the Incorporators of Beau Rivage Estates Homeowners Association, Inc., a Florida Corporation Not for Profit on the 24 day of August, 1979.

  
\_\_\_\_\_  
Secretary

APPROVED:

  
\_\_\_\_\_  
Jack A. Raish

  
\_\_\_\_\_  
Frederick William Feldt

  
\_\_\_\_\_  
George Enot, Jr